Baldwin County Commission

Work Session Meeting Agenda
Monday, September 19, 2022
8:30 AM

Baldwin County Central Annex
Auditorium
22251 Palmer Street
Robertsdale, Alabama 36567

Regular Meeting Agenda
Tuesday, September 20, 2022
8:30 AM

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

District 1 – Commissioner James E. Ball
District 2 – Commissioner Matthew P. McKenzie
District 3 – Commissioner Billie Jo Underwood
District 4 – Commissioner Charles F. Gruber

All individuals wishing to speak during public hearings or public comments must fill out a speaker form. Comments from individuals should be limited to 3 minutes; groups are asked to select a spokesperson to speak on behalf of the group with comments limited to 5 minutes.

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

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

WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE

A ADOPTION OF MINUTES

August 19, 2022, Special Meeting (Budget Deliberations)
August 26, 2022, Special Meeting (Budget Deliberations)
August 31, 2022, Special Meeting (Budget Deliberations)
September 6, 2022, Regular Meeting

B COMMITTEE REPORTS

BA FINANCE/ADMINISTRATION DIVISION

BA1 Payment of Bills — **22-1488**

BA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 — **22-1487**

C CONSENT

CA ADMINISTRATION

CA1 Lease Agreement with Mr. Frank Bryars for 40 Acres in North Baldwin County — **22-1457**

CA2 *Resolution #2022-070 - First Amended Tax Abatement Agreement between Baldwin County Commission and Novelis Corporation — **22-1500**

CD BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)

CD1 Extension and Amendment of Contract for Professional Services with Via Mobility, LLC for Provision of Innovative Software Services — **22-1480**

CD2 Federal Transit Administration Grant Award for FY2023 Section 5307 Funds Apportioned to Daphne - Fairhope, Alabama Urbanized Area — **22-1474**

CD3	Lease Agreement with Prodisee Pantry for Baldwin Regional Area Transit System (BRATS) Spanish Fort Hub	**22-1465**
CD4	License Agreement with Cypress Spanish Fort III, LLC for Spanish Fort Transit Hub	**22-1521**
CE	**BUDGET/PURCHASING**	
CE1	Competitive Bid #WG22-21 - Purchase of Two (2) New Chevrolet 2500HD Truck Chassis or Equivalent for the Baldwin County Commission	**22-1522**
CE2	Competitive Bid #WG22-37C - Provision of Ready-mix Concrete for the Baldwin County Commission	**22-1511**
CE3	Competitive Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission	**22-1447**
CE4	Competitive Bid #WG22-59 - Provision of Baldwin County Cigarette Stamps for the Baldwin County Commission	**22-1479**
CE5	Competitive Bid #WG22-60A - Provision of Fiber Optic Network - Maintenance and Locates for the Baldwin County Commission	**22-1472**
CE6	Competitive Bid #WG22-62 - Perdido Bay Park Pier Restoration Project for the Baldwin County Commission	**22-1525**
CE7	Competitive Bid #WG22-68 - Provision of Pest Control Services for Baldwin County Corrections Center	**22-1493**
CE8	Probate Office - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc.	**22-1485**
CE9	Project No. HW22145 - Repairs to Baldwin Beach Express (BBE) Southbound Bridge over Rock Creek Located in Robertsdale, Alabama for the Baldwin County Commission	**22-1464**
CE10	Quotes for Repairs to Josephine Park Boardwalk Located in Josephine, Alabama for the Baldwin County Commission	**22-1459**
CE11	Rental of Four (4) Copy Machines for Baldwin County Building Inspection Department and Baldwin County Sheriff's Offices	**22-1475**
CE12	Request for Proposals (RFP) for Temporary Clerical and Labor Services for the Baldwin County Commission	**22-1520**
CE13	Sale of Gas Pump on GovDeals.com	**22-1448**
CE14	Resolution #2022-168 FY2022 Budget Amendment - ARPA and ERAP	**22-1529**

CE15	Resolution #2022-169 FY2022 Budget Amendment - TPP Program	**22-1505**
CE16	Resolution #2022-171 FY2022 Budget Amendment - MegaSite	**22-1504**
CE17	Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2022-2023 Budget	**22-1469**
CE18	Resolution #2022-164 - Appropriation of Commission Discretionary Funds for the USS Alabama Battleship Commission	**22-1471**
CE19	Sales and Use Tax Department - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc.	**22-1482**
CF	**BUILDING INSPECTION**	
CF1	Building Inspection Department - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc.	**22-1458**
CJ	**ELECTED OFFICIALS**	
CJ1	Baldwin County Coroner's Office - Memorandums of Understanding with Hughes Funeral Home and Mack Funeral Home	**22-1401**
CL	**ENVIRONMENTAL MANAGEMENT**	
CL1	Recycle Bin - Lillian Volunteer Fire Department	**22-1507**
CM	**FINANCE AND ACCOUNTING**	
CM1	Allocation of American Rescue Plan Act (ARPA) Funds for COVID-19 Self-Funded Health Insurance Claims and Medical Leave Expenses	**22-1509**
CM2	Allocation of American Rescue Plan Act (ARPA) Funds for Ventilation System Improvements in Bay Minette Probate Office	**22-1503**
CM3	Rescind Previous Commission Action Related to Allocation of American Rescue Plan Act (ARPA) Funds for Specific Projects Determined to be Ineligible	**22-1510**
CN	**HIGHWAY**	
CN1	License Agreement No. 22013 - Perdido Street - Right-of-Way	**22-1528**
CN2	Resolution #2022-167 - Annexation and Transfer of 2nd Street, 3rd Street, Ledyard Street, Taylor Street, Chapman Street, and Adams Street (aka "Fairhope Roads") to the City of Fairhope	**22-1492**
CO	**JUVENILE DETENTION**	

CO1	Alabama Department of Youth Services Long Term Detention Subsidy Contract	22-1452

CQ PERSONNEL

CQ1	*Approval of Updated Organizational Charts and Position Descriptions	22-1519
CQ2	Highway Department (Bay Minette) - Personnel Changes	22-1512
CQ3	Juvenile Detention Center - Personnel Changes	22-1513
CQ4	Personnel Department - Health and Dental Insurance Rates for 2023	22-1515
CQ5	Personnel Department - Safety Incentive Discount Program for ACCA Self-Insurance Fund	22-1517
CQ6	Revenue Commission - Personnel Changes	22-1516

CR PLANNING AND ZONING

CR1	Baldwin County Commission Board of Adjustment #2 - Board Appointment(s)	22-1455
CR2	Baldwin County Environmental Advisory Committee - Board Appointment(s)	22-1494
CR3	Proposed Planning (Zoning) District 14 - Acceptance of Notice of Intent to Request Planning and Zoning Referendum, Determination Regarding Infeasibility of Using Precinct Boundaries, and Acceptance of District Boundaries	22-1526
CR4	*Proposed Planning (Zoning) District 38 - Certification of Petition and Request for Zoning Election	22-1523

D PRESENTATIONS

DA GENERAL

DA1	Proclamation - RIDEYELLOW DAY on October 1, 2022	22-1450
DA2	Proclamation - Archives Month in October 2022	22-1451
DA3	*Adoption of the Baldwin County Fiscal Year 2022-2023 Budget	22-1467

E PUBLIC HEARINGS

EF BUILDING INSPECTION

EF1	Case No. UNA22-4 - Unsafe Nuisance Abatement - 24217 County Road 87, Robertsdale, Alabama	22-1421

ER PLANNING AND ZONING

ER1 Case No. Z22-14 - Lazzari Property Rezoning **22-1499**

ER2 Case No. Z22-15 - God is Bidden Property Rezoning **22-1476**

F OTHER STAFF RECOMMENDATIONS

FA ADMINISTRATION

FA1 Purchase of Real Property Adjacent to Baldwin County Revenue Commission Building in Bay Minette, Alabama **22-1530**

FA2 Review of Proposed Revisions to Policy #2.9 - Official and Employee County Owned Cars **22-1486**

FM FINANCE AND ACCOUNTING

FM1 American Rescue Plan Act (ARPA) Program Update **22-1484**

FQ PERSONNEL

FQ1 Discussion of 2023 Christmas Holidays for County Employees **22-1514**

G COMMISSIONER REQUESTS

H ADDENDA

HA GENERAL

HA1 Request from Local Emergency Planning Committee for Purchase of a Digital Pressure Test Kit **22-1428**

I SENIOR STAFF REPORT

J COUNTY ATTORNEY'S REPORT

K PUBLIC COMMENTS

L PRESS QUESTIONS

M COMMISSIONER COMMENTS

N ADJOURNMENT

Baldwin County Commission

Agenda Action Form

File #: 22-1488, **Version:** 1 **Item #:** BA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Dana Austin, Accounting Manager
Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE
Payment of Bills

STAFF RECOMMENDATION
Pay bills totaling $4,340,647.21 (four million, three hundred forty thousand, six hundred forty-seven dollars and twenty-one cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, $1,251,099.40 (one million, two hundred fifty-one thousand, ninety-nine dollars and forty cents) is payable to the Baldwin County Board of Education and $92,842.04 (ninety-two thousand, eight hundred forty-two dollars and four cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

A/P Vendors Exceeding $20,000
Commission Meeting: September 20, 2022

Vendor Name		Brief Description
Baldwin County Board of Education	1,049,427.52	Sales Tax
	201,671.88	Use Tax
	2,753.00	Resident's Meals; JDC
Gulf Shores Board of Education	77,812.92	Sales Tax
	15,029.12	Use Tax
Regions Bank Corp Trust	135,907.29	2013 Warrants; Sept 2022
	36,543.54	2014 Warrants; Sept 2022
	206,520.84	2015 Warrants; Sept 2022
	158,137.50	2020 Warrants; Sept 2022
	91,756.33	2020B Warrants; Sept 2022
	2,350.00	Taxable Series 2020-B Warrants; BI 11164
Pictometry International Corp	241,583.52	Contract Services
Utility Associates, Inc.	220,865.00	Renewal of Availweb Software Services
Davison Fuels & Oil, LLC	146,032.31	Fuel
QCHC of Alabama, LLC	145,333.33	Medical Services
Solid Waste Fund	137,742.00	Tipping Fees; Aug 2022
Mott MacDonald Consultants, Inc.	92,828.20	Contract Services
Baldwin County	69,706.42	BCC - Megal Site
Partners Managing General Underwriters	61,679.95	Stop Loss; Sept 2022
Baldwin County General Fund	55,960.76	FY22 Indirect Support
Harris Contracting Services, Inc.	53,376.85	Contract Services
Mobile Asphalt Co, LLC	47,707.16	Road Building Materials
Thompson Tractor Co	44,640.95	Repair and Maitenance Equipment
	1,059.89	Generator Rental; Hwy
Petroleum Traders Corporation	43,979.78	Fuel
PH & J Architects, Inc.	43,464.95	Contract Services
CDG Engineers and Associates	39,266.70	Professional Services
Tax Management Associates, Inc.	38,450.00	2023 Audit Services
Volkert, Inc.	37,946.21	Contract Services
Graestone Aggregates LLC	35,902.24	Road Building Materials
Vulcan Materials Co	33,786.55	Road Building Materials
South Alabama Regional	30,730.52	Temporary Service
Alabama Pipe & Supply Co., Inc.	29,337.36	Road Building Materials
Creek Clean, LLC	26,800.00	Contract Services
McGriff Tire Co., Inc.	25,490.89	Tires
Helena Chemical Company	24,168.00	Herbicide; Hwy
AltaPointe Health Systems, Inc.	23,760.00	Cigarette Tax; Aug 2022
Coastal Alabama Community College	22,819.19	Sales Tax
TOTAL	3,752,328.67	

Baldwin County Commission
Accounts Payable Payments
September 20, 2022

	Vendor Summary	Totals
1	4IMPRINT INC	1,809.48
2	A & M PORTABLES INC	4,500.00
3	ADVANCED ASPHALT PRODUCTS, LLC.	2,160.00
4	AFFORDABLE CONEX LLC	4,950.00
5	AL STATE DEPT OF TRANSPORTATION	538.64
6	ALABAMA ASSN OF FLOODPLAIN MANAGERS	350.00
7	ALABAMA COASTAL RADIOLOGY PC	493.72
8	ALABAMA PIPE & SUPPLY CO INC	29,337.36
9	ALTA POINTE HEALTH SYSTEMS INC	23,760.00
10	AMBER HANSEN	371.75
11	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	1,962.85
12	ANESTHESIOLOGISTS ASSOCIATED PC	644.74
13	ANIMAL CARE EQUIPMENT & SERVICES LLC	330.88
14	APEX SOFTWARE	6,090.00
15	ASHBERRY LANDFILL LLC	432.00
16	AUBURN UNIVERSITY	2,200.00
17	AUTO ZONE - ROBERTSDALE	2,187.63
18	B&H PHOTO & ELECTRONICS CORP	2,190.84
19	BALDWIN CNTY BOARD OF EDUCATION	1,253,852.40
20	BALDWIN CNTY ECONOMIC DEVELOPMENT	2,370.00
21	BALDWIN CNTY GENERAL FUND	55,960.76
22	BALDWIN CNTY HUMAN RESOURCES DEPT	409.66
23	BALDWIN CNTY PROBATE COURT	25.00
24	BALDWIN CNTY SHERIFF'S BOYS RANCH	1,228.97
25	BALDWIN COUNTY	69,706.42
26	BALDWIN FAMILY VIOLENCE SHELTER	1,228.97
27	BALDWIN YOUTH SERVICES	9,409.98
28	BALER & COMPACTOR SERVICES	2,188.00
29	BAY IMAGES	170.00
30	BAY MINETTE BUILDING SUPPLY	1,120.11
31	BAY MINETTE YOUTH PROGRAM	1,228.97
32	BAY SIDE RUBBER & PRODUCTS	1,514.66
33	BAY UTILITY TRAILERS INC	80.00
34	BEARD EQUIPMENT - MOBILE	56.22
35	BEARD EQUIPMENT - POWERPLAN	1,101.70
36	BEHAVIORAL HEALTH SYSTEMS INC	1,138.94
37	BLACKLIDGE EMULSIONS INC	4,972.49
38	BOB BARKER CO INC	3,162.69
39	BRENDA WALZ	72.75
40	BRINK'S INCORPORATED	251.61
41	BUILDERS HARDWARE & SUPPLY CO.	302.99
42	CAMPBELL HARDWARE & SUPPLY CO	558.67
43	CAPITAL ONE	1,468.83
44	CARE HOUSE INC	3,072.41

Baldwin County Commission
Accounts Payable Payments
September 20, 2022

	Vendor Summary	Totals
45	CAROL R HAWSEY	72.50
46	CDG ENGINEERS AND ASSOCIATES	39,266.70
47	CDW - GOVERNMENT, INC	11,976.43
48	CHARM-TEX INC	373.50
49	CHRISTOPHER BELL	499.78
50	CHRISTOPHER MULLENIX DMD MD PC	2,685.00
51	CHUCK STEVENS CHEVROLET OF BAY MINETTE	4,383.17
52	CINDY HABER CENTER INC	5,120.69
53	CINTAS CORPORATION NO 2	8,824.09
54	CINTAS FIRST AID & SAFETY	360.01
55	CITY OF DAPHNE YOUTH PROGRAM	1,228.96
56	CITY OF FAIRHOPE YOUTH PROGRAM	1,228.97
57	CITY OF FOLEY YOUTH PROGRAM	1,228.97
58	CLIFFORD S MCCOLLUM	175.44
59	COASTAL ALABAMA COMMUNITY COLLEGE	22,819.19
60	COASTAL BRT, LLC	4,750.00
61	COCA COLA UNITED	643.44
62	COMMERCIAL & COIN LAUNDRY EQUIPMENT CO *	281.25
63	COPY PRODUCTS COMPANY	80.00
64	CORE COMPUTING SOLUTIONS INC	5,599.00
65	CORPORATE BILLING	18.87
66	COURTNEY & MORRIS APPRAISALS INC	7,675.00
67	COVETRUS NORTH AMERICA	142.62
68	CREEK CLEAN, LLC	26,800.00
69	CULLIGAN WATER SYSTEMS OF MOBILE	244.30
70	DADE PAPER & BAG CO	1,291.49
71	DANA D CORTEZ	17.88
72	DAVID B PIMPERL	1,275.00
73	DAVISON FUELS & OIL LLC	146,032.31
74	DAWN HOUSE	1,228.97
75	DEANNA VICICH COX	1,050.00
76	DEBORAH HOMAN	22.88
77	DENNISE WOLSTENHOLME, COURT REPORTER	2,100.00
78	DEWBERRY ENGINEERS INC	6,180.84
79	DISTRICT ATTORNEY'S OFFICE	14,561.07
80	DONNA H HINOTE	64.00
81	EDDIE HARPER	79.46
82	ENVIRONMENTAL PRODUCTS GROUP	3,441.83
83	EQUIPMENT SALES CO	1,649.55
84	EVELINA L HERNANDEZ	1,500.00
85	EXPRESS OIL CHANGE	411.51
86	FEDEX	7.69
87	FERGUSON ENTERPRISES INC - DAPHNE	512.59
88	FLEETPRIDE	3,287.94

Baldwin County Commission
Accounts Payable Payments
September 20, 2022

	Vendor Summary	Totals
89	FLORES & ASSOCIATES	1,052.05
90	FLUID COMPONENTS INTERNATIONAL LLC	2,109.47
91	FONTENOT BENEFITS & ACTURIAL CONSULTING	3,000.00
92	GALL'S LLC	3,612.17
93	GEOTECHNICAL ENGINEERING TESTING INC	1,436.75
94	GILMORE SERVICES	68.00
95	GLOBAL HR RESEARCH, LLC	743.66
96	GOODYEAR AUTO SERVICE CENTER - FOLEY	59.99
97	GRACELAND PROPERTIES, LLC	18,579.99
98	GRAESTONE AGGREGATES, LLC	35,902.24
99	GSP MARKETING INC	12,162.19
100	GULF CITY BODY & TRAILER WORKS, INC	1,200.93
101	GULF COAST BUILDING SUPPLY & HARDWARE	278.49
102	GULF COAST COMMERCIAL MULTIPLE LISTING	135.00
103	GULF COAST MEDIA, LLC	8,695.92
104	GULF COAST PRINTING LLC	525.07
105	GULF SHORES BOARD OF EDUCATION	92,842.04
106	HANDEL INFORMATION TECHNOLOGIES, INC.	681.17
107	HARRIS AND COMPANY, LLC	1,375.00
108	HARRIS CONTRACTING SERVICES, INC.	53,376.85
109	HEATHER ANN PLATO	17.88
110	HELENA CHEMICAL COMPANY	24,168.00
111	HI-LINE	1,029.20
112	HILL'S PET NUTRITION INC	522.63
113	HOBART SERVICE	3,082.22
114	HOLLAND'S PAINT & BODY	2,332.08
115	HUNTER SECURITY INC	800.00
116	IMC HOSPITALIST LLC	429.18
117	IMC-EMERGENCY PHYSICIANS	120.34
118	IMC-NORTH BALDWIN PHYSICIANS GROUP	933.67
119	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	170.00
120	INTERSTATE BILLING SERVICE INC	880.70
121	IRMA VAUTRIN	5.48
122	J&R SYSTEM INTEGRATION LLC/SECURITY 101	210.00
123	JADE CONSULTING LLC	17,300.00
124	JAMES HOWARD BROCK	500.00
125	JAMES P NIX JR	4,133.34
126	JANI KING OF MOBILE	3,774.54
127	JASPER ENGINES & TRANSMISSIONS	3,685.00
128	JEANETTE BROWN	118.89
129	JEANNE A BURNETTE	28.00
130	JOEY MORRIS	33.75
131	JOHNSON, JAMES B	7,758.77
132	JUBILEE ACE HOME CENTER	3.95

Baldwin County Commission
Accounts Payable Payments
September 20, 2022

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133	JUBILEE LOCK & KEY LLC	99.00
134	JULIE R BENTON	143.00
135	JUVENILE DETENTION FACILITY	18,024.83
136	KEET CONSULTING SERVICES LLC	7,800.00
137	KENTWOOD SPRING WATER	113.18
138	KINGS III OF AMERICA INC	270.90
139	KNOWINK, LLC	12,200.00
140	KNOX PEST CONTROL	467.00
141	KRISTEN M RAWSON	115.02
142	L & K CONSTRUCTION, LLC	9,634.30
143	LABELLA ASSOCIATES, D.P.C., P.C.	990.22
144	LABORATORY CORP OF AMERICA HOLDINGS	3,743.00
145	LAFARRAH CROOK	3.12
146	LAGAIL D HODGES	32.00
147	LFG SPECIALTIES, LLC	254.12
148	LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC	8,550.00
149	LORI G RUFFIN	292.50
150	LOWE'S - DAPHNE	17,200.99
151	LOWE'S - FOLEY	274.23
152	MAC'S AUTOGLASS LLC	370.00
153	MARILYN ANN HYDE	12.00
154	MARILYN DILLON	37.60
155	McGRIFF TIRE CO INC	25,490.89
156	MCKEE FOODS CORP	234.24
157	MCKESSON MEDICAL	429.81
158	MCKINNEY PETROLEUM EQT INC	987.40
159	MCPHERSON OIL CO INC/DBA FUELMAN	3,077.51
160	MIDWAY LUMBER SALES	112.85
161	MINGLEDORFF'S INC	1,220.63
162	MISSISSIPPI MOSQUITO CONTROL LLC	15,374.00
163	MOBILE ASPHALT CO LLC	47,707.16
164	MOMAR INC	354.88
165	MOTOROLA SOLUTIONS INC	349.15
166	MOTT MACDONALD CONSULTANTS, INC.	92,828.20
167	MWI ANIMAL HEALTH	1,649.01
168	NAVIGATION ELECTRONICS INC	1,794.44
169	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	213.55
170	NINA L CLARK	5.60
171	NOTARY PUBLIC UNDERWRITERS	91.00
172	OFFICE MASTER INC	518.07
173	ONETIME-REFUND	9,012.06
174	O'REILLY AUTO PARTS	2,652.60
175	PARISH TRACTOR COMPANY, LLC	127.20
176	PARTNERS MANAGING GENERAL UNDERWRITERS	61,679.95

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177	PEREGRINE SERVICES INC	8,469.87
178	PETROLEUM TRADERS CORPORATION	43,979.78
179	PH & J ARCHITECTS INC	43,464.95
180	PICTOMETRY INTERNATIONAL CORP	241,583.52
181	POWER SYSTEMS OF MS	2,035.00
182	PREMIER APPRAISALS, LLC	3,000.00
183	QCHC INC	145,333.33
184	RACINE'S FEED GARDEN & SUPPLY INC	1,299.00
185	RDA SERVICE COMPANY	10,850.00
186	REGIONS BANK CORP TRUST	631,215.50
187	RIVERBEND ENTERPRISES INC	56.00
188	ROBERTSDALE AUTO PARTS INC	4,944.91
189	ROBERTSDALE FEED STORE	139.90
190	ROBERTSON INSURANCE AGENCY INC	100.00
191	ROSE ANDREWS	384.25
192	SALLY MORGAN LUDKE	32.81
193	SANDY SANSING FORD	3,887.88
194	SCARLET WEATHERFORD	3,433.34
195	SERVICEMASTER ACTION CLEANING	1,187.00
196	SHARPS MD OF ALABAMA	840.00
197	SHEILA PROPP	6.40
198	SHERWIN WILLIAMS - SPANISH FORT	278.02
199	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	1,583.05
200	SOFTWARE HOUSE INT dba SHI	3,571.54
201	SOLID WASTE FUND	137,742.00
202	SOUTH ALABAMA REGIONAL	30,730.52
203	SOUTH BALDWIN REGIONAL MEDICAL CENTER	87.90
204	SOUTHEASTERN EQUIPMENT COMPANY	1,371.59
205	SOUTHERN FIRE & SAFETY INC	781.00
206	SOUTHERN TIRE MART	2,930.46
207	SOUTHWEST ALABAMA ABUSE NETWORK INC	7,201.92
208	SPARTAN SERVICES GRO	1,020.00
209	STAPLES CONTRACT & COMMERCIAL INC	14,855.28
210	STATE OF ALABAMA DEPT OF LABOR	150.00
211	STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	350.00
212	SUNSOUTH LLC	412.12
213	SWEAT TIRE - BAY MINETTE	125.00
214	SWEAT TIRE - ROBERTSDALE	1,334.60
215	TAMATHA GRAVES	23.75
216	TAMMY MASON	374.25
217	TAX MANAGEMENT ASSOCIATES INC	38,450.00
218	TESSCO TECHNOLOGIES	51.11
219	TETRA TECH, INC.	4,166.00
220	THE FRAME CORNER	150.40

Baldwin County Commission
Accounts Payable Payments
September 20, 2022

	Vendor Summary	Totals
221	THE PARTS HOUSE	2,007.30
222	THE PRINT SHOP	497.80
223	THOMPSON ENGINEERING	12,576.35
224	THOMPSON TRACTOR CO	45,700.84
225	TONY'S TOWING INC	1,465.50
226	TRANE-MOBILE PARTS CENTER	13,806.00
227	TRANSUNION RISK & ALTERNATIVE	517.50
228	TRIPLE "A" FIRE PROTECTION INC	7,619.00
229	TRUCK EQUIPMENT SALES INC	128.13
230	TRUIST BANK	115.30
231	TSA INC	134.00
232	TWO-WAY COMMUNICATIONS INC	7,075.67
233	U-HAUL INTERNATIONAL INC	342.96
234	ULINE INC	386.24
235	UTILITY ASSOCIATES INC	220,865.00
236	VIA MOBILITY, LLC	13,500.00
237	VIRGINIA SUE FERGUSON	106.25
238	VISION SOUTHEAST INC	425.00
239	VOLKERT INC	37,946.21
240	VULCAN MATERIALS CO	33,786.55
241	VULCAN SIGNS	8,457.87
242	W & W FLOORING AND DESIGN	241.80
243	W W GRAINGER	19,372.94
244	WALTER B LINDSEY	556.35
245	WASTE PRO OF FLORIDA	593.48
246	WESCO GAS & WELDING SUPPLY	177.30
247	WESCO RECEIVABLES CORP	4,763.97
248	WEST GROUP PAYMENT CENTER	1,301.70
249	WILLIAMS SCOTSMAN INC	17,457.05
250	WILMA L JAYJOHN	6.40
251	WILSON'S SERVICE CENTER	420.00
252	WITTICHEN SUPPLY - DAPHNE	33.49
253	WITTICHEN SUPPLY - FOLEY	898.68
254	WM CORPORATE SERVICES, INC	1,350.07
255	WRIGHTS MOTOR PARTS INC	961.54
256	XEROX CORP	12.85
257	ZANTAVIA WESTERFIELD	356.75
258	ZEBRA MARKETING	187.14
259	ZEP SALES AND SERVICE	1,944.49
	Grand Total	**4,340,647.21**

Baldwin County, AL

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254525	09/20/2022	PRINTED	158051	4IMPRINT INC	1,809.48			
254526	09/20/2022	PRINTED	010448	A & M PORTABLES INC	4,500.00			
254527	09/20/2022	PRINTED	001834	ADVANCED ASPHALT PRODUCTS	2,160.00			
254528	09/20/2022	PRINTED	106729	AFFORDABLE CONEX LLC	4,950.00			
254529	09/20/2022	PRINTED	100474	AL STATE DEPT OF TRANSPOR	538.64			
254530	09/20/2022	PRINTED	146931	ALABAMA ASSN OF FLOODPLAI	175.00			
254531	09/20/2022	PRINTED	146931	ALABAMA ASSN OF FLOODPLAI	175.00			
254532	09/20/2022	PRINTED	181921	ALABAMA COASTAL RADIOLOGY	493.72			
254533	09/20/2022	PRINTED	083660	ALABAMA PIPE & SUPPLY CO	29,337.36			
254534	09/20/2022	PRINTED	181852	ALTA POINTE HEALTH SYSTEM	23,760.00			
254535	09/20/2022	PRINTED	184603	ANDREW'S DIESEL & AUTOMOT	1,962.85			
254536	09/20/2022	PRINTED	193244	ROSE ANDREWS	384.25			
254537	09/20/2022	PRINTED	191096	ANESTHESIOLOGISTS ASSOCIA	644.74			
254538	09/20/2022	PRINTED	041726	ANIMAL CARE EQUIPMENT &	330.88			
254539	09/20/2022	PRINTED	101160	APEX SOFTWARE	6,090.00			
254540	09/20/2022	PRINTED	180302	ASHBERRY LANDFILL LLC	432.00			
254541	09/20/2022	PRINTED	010013	AUBURN UNIVERSITY	475.00			
254542	09/20/2022	PRINTED	010013	AUBURN UNIVERSITY	75.00			
254543	09/20/2022	PRINTED	010225	AUBURN UNIVERSITY	1,650.00			
254544	09/20/2022	PRINTED	185252	AUTO ZONE - ROBERTSDALE	2,187.63			
254545	09/20/2022	PRINTED	163096	B&H PHOTO & ELECTRONICS C	2,190.84			
254546	09/20/2022	PRINTED	014553	BALDWIN CNTY ECONOMIC DEV	2,370.00			
254547	09/20/2022	PRINTED	014118	BALDWIN CNTY GENERAL FUND	55,960.76			
254548	09/20/2022	PRINTED	066034	BALDWIN CNTY HUMAN RESOUR	409.66			
254549	09/20/2022	PRINTED	148777	BALDWIN CNTY PROBATE COUR	25.00			
254550	09/20/2022	PRINTED	010307	BALDWIN CNTY SHERIFF'S BO	1,228.97			
254551	09/20/2022	PRINTED	000001	BALDWIN COUNTY	69,706.42			
254552	09/20/2022	PRINTED	014567	BALDWIN FAMILY VIOLENCE S	1,228.97			
254553	09/20/2022	PRINTED	014132	BALDWIN YOUTH SERVICES	9,409.98			
254554	09/20/2022	PRINTED	189975	BALER & COMPACTOR SERVICE	2,188.00			
254555	09/20/2022	PRINTED	191953	BAY IMAGES	170.00			
254556	09/20/2022	PRINTED	014029	BAY MINETTE BUILDING SUPP	1,120.11			
254557	09/20/2022	PRINTED	094182	BAY MINETTE YOUTH PROGRAM	1,228.97			
254558	09/20/2022	PRINTED	054050	BAY SIDE RUBBER & PRODUCT	1,514.66			
254559	09/20/2022	PRINTED	103114	BAY UTILITY TRAILERS INC	80.00			
254560	09/20/2022	PRINTED	185645	BEARD EQUIPMENT - MOBILE	56.22			
254561	09/20/2022	PRINTED	014075	BEARD EQUIPMENT - POWERPL	1,101.70			
254562	09/20/2022	PRINTED	079396	BEHAVIORAL HEALTH SYSTEMS	1,138.94			
254563	09/20/2022	PRINTED	186500	CHRISTOPHER BELL	499.78			
254564	09/20/2022	PRINTED	189599	JULIE R BENTON	143.00			
254565	09/20/2022	PRINTED	014488	BLACKLIDGE EMULSIONS INC	4,972.49			
254566	09/20/2022	PRINTED	014084	BOB BARKER CO INC	3,162.69			
254567	09/20/2022	PRINTED	001867	NEW DAIRY OPCO, LLC DBA B	213.55			
254568	09/20/2022	PRINTED	101717	BRINK'S INCORPORATED	251.61			
254569	09/20/2022	PRINTED	002223	JAMES HOWARD BROCK	500.00			
254570	09/20/2022	PRINTED	193391	JEANETTE BROWN	118.89			
254571	09/20/2022	PRINTED	014011	BUILDERS HARDWARE & SUPPL	302.99			
254572	09/20/2022	PRINTED	002232	JEANNE A BURNETTE	28.00			
254573	09/20/2022	PRINTED	019009	CAMPBELL HARDWARE & SUPPL	558.67			
254574	09/20/2022	PRINTED	092208	CARE HOUSE INC	3,072.41			
254575	09/20/2022	PRINTED	140118	CAROL R HAWSEY	72.50			
254576	09/20/2022	PRINTED	107511	CDG ENGINEERS AND ASSOCIA	39,266.70			

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254577	09/20/2022	PRINTED	102875	CDW - GOVERNMENT, INC	11,976.43			
254578	09/20/2022	PRINTED	116898	CHARM-TEX INC	373.50			
254579	09/20/2022	PRINTED	180505	CHUCK STEVENS CHEVROLET O	4,383.17			
254580	09/20/2022	PRINTED	014572	CINDY HABER CENTER INC	5,120.69			
254581	09/20/2022	PRINTED	105435	CINTAS FIRST AID & SAFETY	57.70			
254582	09/20/2022	PRINTED	105435	CINTAS FIRST AID & SAFETY	138.59			
254583	09/20/2022	PRINTED	105435	CINTAS FIRST AID & SAFETY	22.53			
254584	09/20/2022	PRINTED	105435	CINTAS FIRST AID & SAFETY	89.07			
254585	09/20/2022	PRINTED	105435	CINTAS FIRST AID & SAFETY	52.12			
254586	09/20/2022	PRINTED	187695	CINTAS CORPORATION NO 2	8,824.09			
254587	09/20/2022	PRINTED	156427	CITY OF DAPHNE YOUTH PROG	1,228.96			
254588	09/20/2022	PRINTED	156443	CITY OF FAIRHOPE YOUTH PR	1,228.97			
254589	09/20/2022	PRINTED	156435	CITY OF FOLEY YOUTH PROGR	1,228.97			
254590	09/20/2022	PRINTED	191436	NINA L CLARK	5.60			
254591	09/20/2022	PRINTED	025040	COASTAL ALABAMA COMMUNITY	22,819.19			
254592	09/20/2022	PRINTED	192695	COASTAL BRT, LLC	4,750.00			
254593	09/20/2022	PRINTED	097682	COCA COLA UNITED	643.44			
254594	09/20/2022	PRINTED	070228	COMMERCIAL & COIN LAUNDRY	281.25			
254595	09/20/2022	PRINTED	181821	COPY PRODUCTS COMPANY	80.00			
254596	09/20/2022	PRINTED	159767	CORE COMPUTING SOLUTIONS	5,599.00			
254597	09/20/2022	PRINTED	193327	DANA D CORTEZ	17.88			
254598	09/20/2022	PRINTED	073875	COURTNEY & MORRIS APPRAIS	7,675.00			
254599	09/20/2022	PRINTED	187850	COVETRUS NORTH AMERICA	142.62			
254600	09/20/2022	PRINTED	192569	CREEK CLEAN, LLC	26,800.00			
254601	09/20/2022	PRINTED	193433	LAFARRAH CROOK	3.12			
254602	09/20/2022	PRINTED	086609	CULLIGAN WATER SYSTEMS OF	244.30			
254603	09/20/2022	PRINTED	115852	DADE PAPER & BAG CO	1,291.49			
254604	09/20/2022	PRINTED	187807	DAVID B PIMPERL	1,275.00			
254605	09/20/2022	PRINTED	021179	DAVISON FUELS & OIL LLC	146,032.31			
254606	09/20/2022	PRINTED	111641	DAWN HOUSE	1,228.97			
254607	09/20/2022	PRINTED	180834	DEANNA VICICH COX	1,050.00			
254608	09/20/2022	PRINTED	191743	DENNISE WOLSTENHOLME, COU	2,100.00			
254609	09/20/2022	PRINTED	185685	DEWBERRY ENGINEERS INC	6,180.84			
254610	09/20/2022	PRINTED	193194	MARILYN DILLON	37.60			
254611	09/20/2022	PRINTED	021127	DISTRICT ATTORNEY'S OFFIC	9,858.22			
254612	09/20/2022	PRINTED	021127	DISTRICT ATTORNEY'S OFFIC	4,702.85			
254613	09/20/2022	PRINTED	002156	ENVIRONMENTAL PRODUCTS GR	3,441.83			
254614	09/20/2022	PRINTED	025048	EQUIPMENT SALES CO	1,649.55			
254615	09/20/2022	PRINTED	126261	EXPRESS OIL CHANGE	160.96			
254616	09/20/2022	PRINTED	094932	EXPRESS OIL CHANGE	250.55			
254617	09/20/2022	PRINTED	041646	FEDEX	7.69			
254618	09/20/2022	PRINTED	142551	FERGUSON ENTERPRISES INC	512.59			
254619	09/20/2022	PRINTED	193481	VIRGINIA SUE FERGUSON	106.25			
254620	09/20/2022	PRINTED	095071	FLEETPRIDE	3,287.94			
254621	09/20/2022	PRINTED	188242	FLORES & ASSOCIATES	1,052.05			
254622	09/20/2022	PRINTED	001884	FLUID COMPONENTS INTERNAT	2,109.47			
254623	09/20/2022	PRINTED	180087	FONTENOT BENEFITS & ACTUR	3,000.00			
254624	09/20/2022	PRINTED	027263	GALL'S LLC	3,612.17			
254625	09/20/2022	PRINTED	027287	GEOTECHNICAL ENGINEERING	1,436.75			
254626	09/20/2022	PRINTED	185711	GILMORE SERVICES	68.00			
254627	09/20/2022	PRINTED	002202	GLOBAL HR RESEARCH, LLC	743.66			
254628	09/20/2022	PRINTED	027003	GOODYEAR AUTO SERVICE CEN	59.99			

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254629	09/20/2022	PRINTED	002091	GRACELAND PROPERTIES, LLC	18,579.99			
254630	09/20/2022	PRINTED	186138	GRAESTONE AGGREGATES, LLC	35,902.24			
254631	09/20/2022	PRINTED	190749	TAMATHA GRAVES	23.75			
254632	09/20/2022	PRINTED	189486	GSP MARKETING INC	12,162.19			
254633	09/20/2022	PRINTED	185973	GULF CITY BODY & TRAILER	1,200.93			
254634	09/20/2022	PRINTED	181424	GULF COAST BUILDING SUPPL	278.49			
254635	09/20/2022	PRINTED	187222	GULF COAST COMMERCIAL MUL	135.00			
254636	09/20/2022	PRINTED	002016	GULF COAST MEDIA, LLC	757.76			
254637	09/20/2022	PRINTED	002016	GULF COAST MEDIA, LLC	778.28			
254638	09/20/2022	PRINTED	002016	GULF COAST MEDIA, LLC	2,003.40			
254639	09/20/2022	PRINTED	002016	GULF COAST MEDIA, LLC	4,006.80			
254640	09/20/2022	PRINTED	002016	GULF COAST MEDIA, LLC	701.20			
254641	09/20/2022	PRINTED	002016	GULF COAST MEDIA, LLC	231.08			
254642	09/20/2022	PRINTED	002016	GULF COAST MEDIA, LLC	217.40			
254643	09/20/2022	PRINTED	002110	GULF COAST PRINTING LLC	525.07			
254644	09/20/2022	PRINTED	027242	INTERSTATE BILLING SERVIC	880.70			
254645	09/20/2022	PRINTED	001854	HANDEL INFORMATION TECHNO	681.17			
254646	09/20/2022	PRINTED	192703	AMBER HANSEN	371.75			
254647	09/20/2022	PRINTED	191485	EDDIE HARPER	79.46			
254648	09/20/2022	PRINTED	002099	HARRIS AND COMPANY, LLC	1,375.00			
254649	09/20/2022	PRINTED	001988	HARRIS CONTRACTING SERVIC	53,376.85			
254650	09/20/2022	PRINTED	184806	HELENA CHEMICAL COMPANY	24,168.00			
254651	09/20/2022	PRINTED	131414	EVELINA L HERNANDEZ	1,500.00			
254652	09/20/2022	PRINTED	120432	HI-LINE	1,029.20			
254653	09/20/2022	PRINTED	188391	HILL'S PET NUTRITION INC	522.63			
254654	09/20/2022	PRINTED	002231	DONNA H HINOTE	64.00			
254655	09/20/2022	PRINTED	047811	HOBART SERVICE	3,082.22			
254656	09/20/2022	PRINTED	002211	LAGAIL D HODGES	32.00			
254657	09/20/2022	PRINTED	185351	HOLLAND'S PAINT & BODY	2,332.08			
254658	09/20/2022	PRINTED	143327	DEBORAH HOMAN	22.88			
254659	09/20/2022	PRINTED	032419	HUNTER SECURITY INC	800.00			
254660	09/20/2022	PRINTED	189711	MARILYN ANN HYDE	12.00			
254661	09/20/2022	PRINTED	189455	IMC HOSPITALIST LLC	429.18			
254662	09/20/2022	PRINTED	190029	IMC-EMERGENCY PHYSICIANS	120.34			
254663	09/20/2022	PRINTED	189816	IMC-NORTH BALDWIN PHYSICI	933.67			
254664	09/20/2022	PRINTED	139782	INDUSTRIAL/ORGANIZATIONAL	170.00			
254665	09/20/2022	PRINTED	152477	J&R SYSTEM INTEGRATION LL	210.00			
254666	09/20/2022	PRINTED	175986	JADE CONSULTING LLC	17,300.00			
254667	09/20/2022	PRINTED	087767	JANI KING OF MOBILE	3,774.54			
254668	09/20/2022	PRINTED	002023	JASPER ENGINES & TRANSMIS	3,685.00			
254669	09/20/2022	PRINTED	180360	WILMA L JAYJOHN	6.40			
254670	09/20/2022	PRINTED	036251	JUBILEE ACE HOME CENTER	3.95			
254671	09/20/2022	PRINTED	187277	JUBILEE LOCK & KEY LLC	99.00			
254672	09/20/2022	PRINTED	000105	JUVENILE DETENTION FACILI	18,024.83			
254673	09/20/2022	PRINTED	107220	KEET CONSULTING SERVICES	7,800.00			
254674	09/20/2022	PRINTED	039466	KENTWOOD SPRING WATER	8.80			
254675	09/20/2022	PRINTED	039466	KENTWOOD SPRING WATER	104.38			
254676	09/20/2022	PRINTED	095783	CORPORATE BILLING	18.87			
254677	09/20/2022	PRINTED	160995	KINGS III OF AMERICA INC	270.90			
254678	09/20/2022	PRINTED	187401	KNOWINK, LLC	12,200.00			
254679	09/20/2022	PRINTED	068321	KNOX PEST CONTROL	467.00			
254680	09/20/2022	PRINTED	002094	L & K CONSTRUCTION, LLC	9,634.30			

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254681	09/20/2022	PRINTED	001958	LABELLA ASSOCIATES, D.P.C	990.22			
254682	09/20/2022	PRINTED	127597	LABORATORY CORP OF AMERIC	3,743.00			
254683	09/20/2022	PRINTED	001914	LFG SPECIALTIES, LLC	254.12			
254684	09/20/2022	PRINTED	192692	LIFESTAR ALTERNATIVE TRAN	8,550.00			
254685	09/20/2022	PRINTED	149251	WALTER B LINDSEY	556.35			
254686	09/20/2022	PRINTED	181809	LORI G RUFFIN	292.50			
254687	09/20/2022	PRINTED	136872	LOWE'S - DAPHNE	17,200.99			
254688	09/20/2022	PRINTED	087716	LOWE'S - FOLEY	274.23			
254689	09/20/2022	PRINTED	188753	SALLY MORGAN LUDKE	32.81			
254690	09/20/2022	PRINTED	185396	MAC'S AUTOGLASS LLC	370.00			
254691	09/20/2022	PRINTED	182168	TAMMY MASON	374.25			
254692	09/20/2022	PRINTED	190185	CLIFFORD S MCCOLLUM	175.44			
254693	09/20/2022	PRINTED	149690	McGRIFF TIRE CO INC	25,490.89			
254694	09/20/2022	PRINTED	040654	MCKEE FOODS CORP	234.24			
254695	09/20/2022	PRINTED	190130	MCKESSON MEDICAL	429.81			
254696	09/20/2022	PRINTED	040125	MCKINNEY PETROLEUM EQT IN	987.40			
254697	09/20/2022	PRINTED	098634	MCPHERSON OIL CO INC/DBA	3,077.51			
254698	09/20/2022	PRINTED	040582	MIDWAY LUMBER SALES	112.85			
254699	09/20/2022	PRINTED	161138	MINGLEDORFF'S INC	1,220.63			
254700	09/20/2022	PRINTED	187808	MISSISSIPPI MOSQUITO CONT	15,374.00			
254701	09/20/2022	PRINTED	040589	MOBILE ASPHALT CO LLC	47,707.16			
254702	09/20/2022	PRINTED	101135	MOMAR INC	354.88			
254703	09/20/2022	PRINTED	070404	JOEY MORRIS	33.75			
254704	09/20/2022	PRINTED	180154	MOTOROLA SOLUTIONS INC	349.15			
254705	09/20/2022	PRINTED	187849	MOTT MACDONALD CONSULTANT	92,828.20			
254706	09/20/2022	PRINTED	002233	CHRISTOPHER MULLENIX DMD	2,685.00			
254707	09/20/2022	PRINTED	187817	MWI ANIMAL HEALTH	1,649.01			
254708	09/20/2022	PRINTED	147897	NAVIGATION ELECTRONICS IN	1,794.44			
254709	09/20/2022	PRINTED	040569	NOTARY PUBLIC UNDERWRITER	91.00			
254710	09/20/2022	PRINTED	181574	O'REILLY AUTO PARTS	2,652.60			
254711	09/20/2022	PRINTED	189603	OFFICE MASTER INC	518.07			
254712	09/20/2022	PRINTED	999990	ABIGAIL DANIELS	21.00			
254713	09/20/2022	PRINTED	999990	AMZI & EILEEN SHERLING	16.00			
254714	09/20/2022	PRINTED	999990	BARRY D BROTHERS	16.00			
254715	09/20/2022	PRINTED	999990	BEE JEES	1,572.02			
254716	09/20/2022	PRINTED	999990	BIKINI BOTTOM INVESTMENTS	37.00			
254717	09/20/2022	PRINTED	999990	CARRIE HARVEY	16.00			
254718	09/20/2022	PRINTED	999990	CHRISTINA KROB	16.00			
254719	09/20/2022	PRINTED	999990	DAISY COLEMAN	32.00			
254720	09/20/2022	PRINTED	999990	DANIELLE MOSS	42.00			
254721	09/20/2022	PRINTED	999990	HUDSON MARINA RENTALS	5,639.13			
254722	09/20/2022	PRINTED	999990	JAMES & REBECCA GARNER	16.00			
254723	09/20/2022	PRINTED	999990	JAMIE JOHNSON	32.00			
254724	09/20/2022	PRINTED	999990	JANET M TURNER	21.00			
254725	09/20/2022	PRINTED	999990	JARRED D KOVACH	21.00			
254726	09/20/2022	PRINTED	999990	JERRY D SANDERS	32.00			
254727	09/20/2022	PRINTED	999990	JOHN DERY	32.00			
254728	09/20/2022	PRINTED	999990	KAI GRIMM	16.00			
254729	09/20/2022	PRINTED	999990	KALEB KEMPER	48.00			
254730	09/20/2022	PRINTED	999990	KEVIN BARTLEY	16.00			
254731	09/20/2022	PRINTED	999990	KEVIN SLOAN	64.00			
254732	09/20/2022	PRINTED	999990	KRISTYN RHODE	32.00			

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254733	09/20/2022	PRINTED	999990	LAURA JURJEVICH	112.00			
254734	09/20/2022	PRINTED	999990	LISA & STEVEN SCHNEIDER	16.00			
254735	09/20/2022	PRINTED	999990	MARIA MCBRIER	112.00			
254736	09/20/2022	PRINTED	999990	MARK GRILLO	32.00			
254737	09/20/2022	PRINTED	999990	MARSHA BOONE	32.00			
254738	09/20/2022	PRINTED	999990	MAURICE MITCHELL	32.00			
254739	09/20/2022	PRINTED	999990	MEGAN DUNBAR	30.00			
254740	09/20/2022	PRINTED	999990	PATRICK & MARY KOSTER	64.00			
254741	09/20/2022	PRINTED	999990	REBEKAH ALLEN	32.00			
254742	09/20/2022	PRINTED	999990	ROBERT REED	16.00			
254743	09/20/2022	PRINTED	999990	RYON COATES	16.00			
254744	09/20/2022	PRINTED	999990	SALTY DOG INVESTMENTS LLC	210.39			
254745	09/20/2022	PRINTED	999990	SHERRY MOFFITT	96.00			
254746	09/20/2022	PRINTED	999990	SWEET DREAMS BOUTIQUE	312.52			
254747	09/20/2022	PRINTED	999990	THAD J RYAN JR	84.00			
254748	09/20/2022	PRINTED	999990	TRACY K HUGHEN	30.00			
254749	09/20/2022	PRINTED	999990	WILLIAM FUNK	16.00			
254750	09/20/2022	PRINTED	999990	ZACHARY ALLARD	32.00			
254751	09/20/2022	PRINTED	002035	PARISH TRACTOR COMPANY, L	127.20			
254752	09/20/2022	PRINTED	186450	PARTNERS MANAGING GENERAL	61,679.95			
254753	09/20/2022	PRINTED	121216	PEREGRINE SERVICES INC	8,469.87			
254754	09/20/2022	PRINTED	180999	PETROLEUM TRADERS CORPORA	43,979.78			
254755	09/20/2022	PRINTED	047503	PH & J ARCHITECTS INC	43,464.95			
254756	09/20/2022	PRINTED	181888	PICTOMETRY INTERNATIONAL	241,583.52			
254757	09/20/2022	PRINTED	093809	HEATHER ANN PLATO	17.88			
254758	09/20/2022	PRINTED	185084	POWER SYSTEMS OF MS	2,035.00			
254759	09/20/2022	PRINTED	002164	PREMIER APPRAISALS, LLC	3,000.00			
254760	09/20/2022	PRINTED	186326	QCHC INC	145,333.33			
254761	09/20/2022	PRINTED	097199	RACINE'S FEED GARDEN & SU	1,299.00			
254762	09/20/2022	PRINTED	190609	KRISTEN M RAWSON	115.02			
254763	09/20/2022	PRINTED	081752	RDA SERVICE COMPANY	10,850.00			
254764	09/20/2022	PRINTED	123781	REGIONS BANK CORP TRUST	2,350.00			
254765	09/20/2022	PRINTED	143790	RIVERBEND ENTERPRISES INC	56.00			
254766	09/20/2022	PRINTED	051009	ROBERTSDALE AUTO PARTS IN	4,944.91			
254767	09/20/2022	PRINTED	051043	ROBERTSDALE FEED STORE	139.90			
254768	09/20/2022	PRINTED	051029	ROBERTSON INSURANCE AGENC	100.00			
254769	09/20/2022	PRINTED	181284	SANDY SANSING FORD	3,887.88			
254770	09/20/2022	PRINTED	056733	SERVICEMASTER ACTION CLEA	1,187.00			
254771	09/20/2022	PRINTED	192751	SHARPS MD OF ALABAMA	840.00			
254772	09/20/2022	PRINTED	186842	SHEILA PROPP	6.40			
254773	09/20/2022	PRINTED	136207	SHERWIN WILLIAMS - SPANIS	278.02			
254774	09/20/2022	PRINTED	185002	SITEONE LANDSCAPE SUPPLY	1,583.05			
254775	09/20/2022	PRINTED	123300	SOFTWARE HOUSE INT dba SH	3,571.54			
254776	09/20/2022	PRINTED	000510	SOLID WASTE FUND	137,742.00			
254777	09/20/2022	PRINTED	054037	SOUTH ALABAMA REGIONAL	30,730.52			
254778	09/20/2022	PRINTED	098394	SOUTH BALDWIN REGIONAL ME	87.90			
254779	09/20/2022	PRINTED	068013	SOUTHEASTERN EQUIPMENT CO	1,371.59			
254780	09/20/2022	PRINTED	066835	SOUTHERN FIRE & SAFETY IN	781.00			
254781	09/20/2022	PRINTED	190650	SOUTHERN TIRE MART	2,930.46			
254782	09/20/2022	PRINTED	095370	SOUTHWEST ALABAMA ABUSE N	7,201.92			
254783	09/20/2022	PRINTED	001912	SPARTAN SERVICES GRO	1,020.00			
254784	09/20/2022	PRINTED	185594	STAPLES CONTRACT & COMMER	14,855.28			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254785	09/20/2022	PRINTED	133938	STATE OF ALABAMA DEPT OF	150.00			
254786	09/20/2022	PRINTED	192752	STEELFUSION CLINICAL TOXI	350.00			
254787	09/20/2022	PRINTED	182059	SUNSOUTH LLC	412.12			
254788	09/20/2022	PRINTED	162616	SWEAT TIRE - BAY MINETTE	125.00			
254789	09/20/2022	PRINTED	054042	SWEAT TIRE - ROBERTSDALE	1,334.60			
254790	09/20/2022	PRINTED	096410	TAX MANAGEMENT ASSOCIATES	38,450.00			
254791	09/20/2022	PRINTED	057277	TESSCO TECHNOLOGIES	51.11			
254792	09/20/2022	PRINTED	192800	TETRA TECH, INC.	4,166.00			
254793	09/20/2022	PRINTED	141858	THE FRAME CORNER	150.40			
254794	09/20/2022	PRINTED	191271	THE PARTS HOUSE	2,007.30			
254795	09/20/2022	PRINTED	184294	THE PRINT SHOP	497.80			
254796	09/20/2022	PRINTED	123908	THOMPSON ENGINEERING	400.00			
254797	09/20/2022	PRINTED	123908	THOMPSON ENGINEERING	12,176.35			
254798	09/20/2022	PRINTED	057071	THOMPSON TRACTOR CO	45,700.84			
254799	09/20/2022	PRINTED	057327	TONY'S TOWING INC	1,465.50			
254800	09/20/2022	PRINTED	158123	TRANE-MOBILE PARTS CENTER	13,806.00			
254801	09/20/2022	PRINTED	183743	TRANSUNION RISK & ALTERNA	517.50			
254802	09/20/2022	PRINTED	058288	TRIPLE "A" FIRE PROTECTIO	7,619.00			
254803	09/20/2022	PRINTED	057039	TRUCK EQUIPMENT SALES INC	128.13			
254804	09/20/2022	PRINTED	002111	TRUIST BANK	115.30			
254805	09/20/2022	PRINTED	166975	TSA INC	134.00			
254806	09/20/2022	PRINTED	057304	TWO-WAY COMMUNICATIONS IN	7,075.67			
254807	09/20/2022	PRINTED	187463	U-HAUL INTERNATIONAL INC	342.96			
254808	09/20/2022	PRINTED	112416	ULINE INC	386.24			
254809	09/20/2022	PRINTED	181813	UTILITY ASSOCIATES INC	220,865.00			
254810	09/20/2022	PRINTED	078043	IRMA VAUTRIN	5.48			
254811	09/20/2022	PRINTED	192322	VIA MOBILITY, LLC	13,500.00			
254812	09/20/2022	PRINTED	002020	VISION SOUTHEAST INC	425.00			
254813	09/20/2022	PRINTED	066295	VOLKERT INC	37,946.21			
254814	09/20/2022	PRINTED	065007	VULCAN SIGNS	8,457.87			
254815	09/20/2022	PRINTED	065201	VULCAN MATERIALS CO	33,786.55			
254816	09/20/2022	PRINTED	114999	W & W FLOORING AND DESIGN	241.80			
254817	09/20/2022	PRINTED	084216	W W GRAINGER	19,372.94			
254818	09/20/2022	PRINTED	085307	CAPITAL ONE	1,468.83			
254819	09/20/2022	PRINTED	118519	BRENDA WALZ	72.75			
254820	09/20/2022	PRINTED	174473	WASTE PRO OF FLORIDA	593.48			
254821	09/20/2022	PRINTED	002220	SCARLET WEATHERFORD	3,433.34			
254822	09/20/2022	PRINTED	066024	WESCO RECEIVABLES CORP	4,763.97			
254823	09/20/2022	PRINTED	180377	WESCO GAS & WELDING SUPPL	177.30			
254824	09/20/2022	PRINTED	066029	WEST GROUP PAYMENT CENTER	253.62			
254825	09/20/2022	PRINTED	066029	WEST GROUP PAYMENT CENTER	1,048.08			
254826	09/20/2022	PRINTED	190752	ZANTAVIA WESTERFIELD	356.75			
254827	09/20/2022	PRINTED	080670	WILLIAMS SCOTSMAN INC	17,457.05			
254828	09/20/2022	PRINTED	066290	WILSON'S SERVICE CENTER	420.00			
254829	09/20/2022	PRINTED	184892	WITTICHEN SUPPLY - DAPHNE	33.49			
254830	09/20/2022	PRINTED	113371	WITTICHEN SUPPLY - FOLEY	898.68			
254831	09/20/2022	PRINTED	066357	WM CORPORATE SERVICES, IN	1,350.07			
254832	09/20/2022	PRINTED	066006	WRIGHTS MOTOR PARTS INC	961.54			
254833	09/20/2022	PRINTED	066391	XEROX CORP	12.85			
254834	09/20/2022	PRINTED	150674	ZEBRA MARKETING	187.14			
254835	09/20/2022	PRINTED	095628	ZEP SALES AND SERVICE	1,944.49			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE
		311	CHECKS	CASH ACCOUNT TOTAL	2,353,195.16	.00		

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3490 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
191564	00000 JAMES P NIX JR	41966 SEPT 2022		M092022A	4,133.34	.00	.00	9206604
CASH 999 ACCT 10010	2022/12 DEPT 555	INV 09/09/2022 DUE 09/20/2022	SEP-CHK: N DISC: .00 DESC:SUPERNUMERARY; SEPT 2022			10051600 51190	4,133.34	1099:
4095	00000 JOHNSON, JAMES B	41970 SEPT 2022		M092022A	7,758.77	.00	.00	9206605
CASH 999 ACCT 10010	2022/12 DEPT 555	INV 09/09/2022 DUE 09/20/2022	SEP-CHK: N DISC: .00 DESC:RETIREMENT; SEPT 2022			10052100 51190	7,758.77	1099:
123781	00000 REGIONS BANK COR	41973 9012022; 2013		M092022A	135,907.29	.00	.00	9206606
CASH 999 ACCT 10010	2022/12 DEPT 555	INV 09/09/2022 DUE 09/20/2022	SEP-CHK: N DISC: .00 DESC:2013 WARRANTS; SEPT 2022			304 11500	135,907.29	1099:
123781	00000 REGIONS BANK COR	41975 9012022; 2014		M092022A	36,543.54	.00	.00	9206607
CASH 999 ACCT 10010	2022/12 DEPT 555	INV 09/09/2022 DUE 09/20/2022	SEP-CHK: N DISC: .00 DESC:2014 WARRANTS; SEPT 2022			304 11500	36,543.54	1099:
123781	00000 REGIONS BANK COR	41976 9012022; 2015		M092022A	206,520.84	.00	.00	9206608
CASH 999 ACCT 10010	2022/12 DEPT 555	INV 09/09/2022 DUE 09/20/2022	SEP-CHK: N DISC: .00 DESC:2015 WARRANTS; SEPT 2022			304 11500	206,520.84	1099:
123781	00000 REGIONS BANK COR	41978 9012022; 2020		M092022A	158,137.50	.00	.00	9206609
CASH 999 ACCT 10010	2022/12 DEPT 555	INV 09/09/2022 DUE 09/20/2022	SEP-CHK: N DISC: .00 DESC:2020 WARRANTS; SEPT 2022			304 11500	158,137.50	1099:
123781	00000 REGIONS BANK COR	41979 9012022; 2020B		M092022A	91,756.33	.00	.00	9206610
CASH 999 ACCT 10010	2022/12 DEPT 555	INV 09/09/2022 DUE 09/20/2022	SEP-CHK: N DISC: .00 DESC:2020B WARRANTS; SEPT 2022			304 11500	91,756.33	1099:
7 APPROVED PAID INVOICES			TOTAL		640,757.61			
7 INVOICE(S)			REPORT POST TOTAL		640,757.61			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3493 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	41980 9072022		BE092022	1,251,099.40	.00	.00	9206611
CASH 999	2022/12	INV 09/07/2022	SEP-CHK: N	DISC: .00		100 23100	1,049,427.52	1099:
ACCT 10010	DEPT 555	DUE 09/20/2022	DESC:SALES / USE TAX			100 23101	201,671.88	1099:
14116	00000 BALDWIN CNTY BOA	41981 83122		BE092022	2,753.00	.00	.00	9206612
CASH 999	2022/12	INV 09/01/2022	SEP-CHK: N	DISC: .00		10552610 52180	2,753.00	1099:
ACCT 10010	DEPT 555	DUE 09/20/2022	DESC:RESIDENT'S MEALS; AUG 2022					
2 APPROVED PAID INVOICES			TOTAL		1,253,852.40			
2 INVOICE(S)			REPORT POST TOTAL		1,253,852.40			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3494 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	41982 9072022		GS092022	92,842.04	.00	.00	9206613
CASH 999	2022/12	INV 09/07/2022	SEP-CHK: N	DISC: .00		100 23110	77,812.92	1099:
ACCT 10010	DEPT 555	DUE 09/20/2022	DESC:SALES / USE TAX			100 23111	15,029.12	1099:
1 APPROVED PAID INVOICES			TOTAL		92,842.04			
1 INVOICE(S)			REPORT POST TOTAL		92,842.04			

Baldwin County Commission

Agenda Action Form

File #: 22-1487, **Version:** 1 **Item #:** BA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Dana Austin, Accounting Manager
Submitted by: Robin Benson, Accounts Payable Supervisor

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 $8,157,624.32 (eight million, one hundred fifty-seven thousand, six hundred twenty-four dollars and thirty-two cents) a part of the minutes.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

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Baldwin County Commission
Interim Payments
September 20, 2022

	Vendor Summary	Totals	Brief Description
1	AFLAC	19,947.91	Payroll
2	AL DEPT OF ENVIRONMENTAL MANAGEMENT	2.00	Online Processing Fee Coastal Application
3	ALABAMA CHILD SUPPORT PAYMENT CENTER	2,791.81	Payroll
4	ALABAMA POWER CO	262.87	Utilities
5	AT&T MOBILITY	425.23	Telephone
6	BALDWIN CNTY COMMISSION - BOOTS	355.00	Payroll
7	BALDWIN CNTY COMMISSION - DENTAL 790	15,004.09	Payroll
8	BALDWIN CNTY COMMISSION - HEALTH	335,866.35	Payroll
9	BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
10	BALDWIN COUNTY SHERIFF'S OFFICE	945,567.92	Payroll
11	BALDWIN EMC	9,345.00	Utilities
12	BLUE CROSS & BLUE SHIELD OF AL	275,210.60	Medical
13	BRENDA Q GANEY CIRCUIT CLERK	334.57	Payroll
14	CITY OF FAIRHOPE-UTILITIES	123.84	Utilities
15	CITY OF ROBERTSDALE	36,313.00	Utilities
16	CORRECTIONAL PEACE OFFICERS FOUNDATION	12.50	Payroll
17	CRAFT TRAINING FUND	5,356.00	CICT Fees; Aug 2022
18	DANIEL O'BRIEN	881.81	Payroll
19	DEPARTMENT OF CHILDREN AND FAMILY SVC	154.10	Payroll
20	DONOHOO CHEVROLET LLC	74,906.40	Vehicles; Sheriff's
21	FLEXIBLE BENEFITS	9,057.38	Payroll
22	FRONTIER COMMUNICATIONS OF THE SOUTH INC	14.70	Telephone
23	HOUSING RENTALS	9,977.19	Housing Rentals
24	IRS-TAX PAYMENT	252,350.73	Payroll
25	LIBERTY NATIONAL LIFE	9,623.55	Payroll
26	MEDONE LC	140,682.63	Medical
27	METROPOLITAN LIFE INSURANCE CO	28,685.40	Payroll
28	NATIONWIDE RETIREMENT SOLUTIONS	14,517.08	Payroll
29	NORTH BALDWIN HOSPITAL WELLNESS CENTER	106.00	Payroll
30	ORANGE BEACH WATER AUTHORITY	31.09	Utilities
31	PERDIDO BAY WATER, SEWER, FIRE	54.08	Utilities
32	PETTY CASH - KELLY CHILDRESS	93.01	Petty Cash - COA
33	RETIREMENT SYSTEMS OF AL	173,080.02	Payroll
34	RIVIERA UTILITIES	516.62	Utilities
35	SOUTHERN LINC WIRELESS	1,227.73	Telephone
36	SPEAKSPACE LLC	6.41	Telephone
37	TOWN OF LOXLEY	203.55	Utilities
38	TOWN OF SILVERHILL	143.92	Utilities
39	TRUSTMARK NATIONAL BANK	3,129,131.84	Debt Services; Pay in Full 2021A Loc
40	UNITED WAY OF BALDWIN COUNTY	223.00	Payroll
41	UNITI FIBER	9,835.09	Telephone
42	VERIZON WIRELESS	1,665.01	Telephone
43	WHARTON-SMITH, INC.	2,652,030.00	Contract Services
	Grand Total	**8,157,624.32**	

Baldwin County, AL

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I083022A 08/30/2022
DUE DATE: 08/30/2022

CASH ACCOUNT: 999 10010 Treasury Pooled Cash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1941	TRUSTMARK NATIONAL BA	0000		INV	08/30/2022	8292022		41119		
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 30410304 56210		Debt Svc	DebtSvcPr		3,123,376.15				
	2 30410304 56220		Debt Svc	DebtsvcInt		5,755.69				
							3,129,131.84			
						CHECK TOTAL	**3,129,131.84**			

1 INVOICES WARRANT TOTAL 3,129,131.84 3,129,131.84

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254466	08/30/2022	PRINTED	183630	DONOHOO CHEVROLET LLC	74,906.40			
		1 CHECKS		CASH ACCOUNT TOTAL	74,906.40	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206592	09/01/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	73,249.57			
			1 CHECKS CASH ACCOUNT TOTAL	73,249.57	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206593	09/01/2022	WIRE	014125	BLUE CROSS & BLUE SHIELD	78,399.75			
		1 CHECKS		CASH ACCOUNT TOTAL	78,399.75	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254467	09/01/2022	PRINTED	010009	ALABAMA POWER CO	262.87			
254468	09/01/2022	PRINTED	014005	BALDWIN EMC	1,232.00			
254469	09/01/2022	PRINTED	019021	CITY OF FAIRHOPE-UTILITIE	107.74			
254470	09/01/2022	PRINTED	054257	FRONTIER COMMUNICATIONS O	14.70			
254471	09/01/2022	PRINTED	133604	PETTY CASH - KELLY CHILDR	93.01			
254472	09/01/2022	PRINTED	051003	RIVIERA UTILITIES	516.62			
254473	09/01/2022	PRINTED	057069	TOWN OF LOXLEY	203.55			
		7 CHECKS		CASH ACCOUNT TOTAL	2,430.49	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254482	09/01/2022	PRINTED	002181	ABMR VENTURES, LLC	875.24			
254483	09/01/2022	PRINTED	192238	BUZBEE ENTERPRISES, INC	235.72			
254484	09/01/2022	PRINTED	002175	WILLIE FAIR	2,207.85			
254485	09/01/2022	PRINTED	002169	JOHN L. HORTON	159.49			
254486	09/01/2022	PRINTED	187171	HUMMINGBIRD CAPITAL LLC	318.98			
254487	09/01/2022	PRINTED	130681	JEAN MARC PRESCOTT	480.39			
254488	09/01/2022	PRINTED	174393	JEAN MARC PRESCOTT OR TYL	546.70			
254489	09/01/2022	PRINTED	180964	JOHN PAYNE	670.54			
254490	09/01/2022	PRINTED	192298	PINE VALLEY ONE REAL ESTA	1,559.79			
254491	09/01/2022	PRINTED	192260	PRESCOTT, GLENDA TYLER	1,806.06			
254492	09/01/2022	PRINTED	192251	TRACY M REID	159.49			
254493	09/01/2022	PRINTED	002137	BRUCE RICKER	956.94			
		12 CHECKS		CASH ACCOUNT TOTAL	9,977.19	.00		

Baldwin County, AL

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3443 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	41228 8312022		M090122A	945,567.92	.00	.00	9206594
CASH 999	2022/12	INV 09/01/2022	SEP-CHK: N	DISC: .00		10052100 52910	300,527.86	1099:
ACCT 10010	DEPT 555	DUE 09/01/2022	DESC:SHERIFF'S PAYROLL 09/02/22			10052200 52910	134,959.19	1099:
						708 22797	14,007.56	1099:
						10052100 52910	323,811.05	1099:
						10052200 52910	158,317.00	1099:
						708 22797	13,945.26	1099:
1 APPROVED PAID INVOICES			TOTAL		945,567.92			
1 INVOICE(S)			REPORT POST TOTAL		945,567.92			

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254474	09/02/2022	PRINTED	094828	ALABAMA CHILD SUPPORT PAY	2,791.81			
254475	09/02/2022	PRINTED	180373	BALDWIN CNTY COMMISSION -	13,588.91			
254476	09/02/2022	PRINTED	186456	BALDWIN CNTY COMMISSION -	305,396.12			
254477	09/02/2022	PRINTED	188062	BALDWIN CNTY COMMISSION -	355.00			
254478	09/02/2022	PRINTED	002213	BRENDA Q GANEY CIRCUIT CL	334.57			
254479	09/02/2022	PRINTED	184047	DANIEL O'BRIEN	881.81			
254480	09/02/2022	PRINTED	189015	DEPARTMENT OF CHILDREN AN	154.10			
254481	09/02/2022	PRINTED	000717	FLEXIBLE BENEFITS	9,057.38			
		8 CHECKS		CASH ACCOUNT TOTAL	332,559.70	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206587	09/02/2022	WIRE	040627	NATIONWIDE RETIREMENT SOL	14,517.08			
9206588	09/02/2022	WIRE	051059	RETIREMENT SYSTEMS OF AL	173,080.02			
9206589	09/02/2022	WIRE	054188	IRS-TAX PAYMENT	252,350.73			
			3 CHECKS	CASH ACCOUNT TOTAL	439,947.83	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206595	09/02/2022	WIRE	001983 MEDONE, LC		140,682.63			
			1 CHECKS	CASH ACCOUNT TOTAL	140,682.63	.00		

Report generated: 09/02/2022 08:21
User: Lisa.Hacker
Program ID: apchkrcn

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3451 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES									
10224	00000	AL DEPT OF ENVIR	41342 90222; ADEM PROC FEE		M090222A	2.00	.00	.00	9206596
CASH 999		2022/12	INV 09/02/2022	SEP-CHK: Y	DISC: .00		14457200 55901 HW21103000.1PRECN		2.00 1099: .1PERMIT .1PERMITFEE
ACCT 10010		DEPT 53100	DUE 09/02/2022	DESC:$2 Processing Fee for Onlne Payment - ADEM Coastal					
1 APPROVED PAID INVOICES				TOTAL		2.00			
1 INVOICE(S)				REPORT POST TOTAL		2.00			

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206602	09/07/2022	WIRE	014125	BLUE CROSS & BLUE SHIELD	76,709.17			
		1 CHECKS		CASH ACCOUNT TOTAL	76,709.17	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254499	09/08/2022	PRINTED	014397	AT&T MOBILITY	95.67			
254500	09/08/2022	PRINTED	097691	BALDWIN COUNTY SEWER SERV	1,507.29			
254501	09/08/2022	PRINTED	014005	BALDWIN EMC	8,113.00			
254502	09/08/2022	PRINTED	019021	CITY OF FAIRHOPE-UTILITIE	16.10			
254503	09/08/2022	PRINTED	019031	CITY OF ROBERTSDALE	36,313.00			
254504	09/08/2022	PRINTED	186412	CRAFT TRAINING FUND	5,356.00			
254505	09/08/2022	PRINTED	002080	ORANGE BEACH WATER AUTHOR	31.09			
254506	09/08/2022	PRINTED	048197	PERDIDO BAY WATER, SEWER,	54.08			
254507	09/08/2022	PRINTED	062367	SOUTHERN LINC WIRELESS	478.27			
254508	09/08/2022	PRINTED	062367	SOUTHERN LINC WIRELESS	749.46			
254509	09/08/2022	PRINTED	181427	SPEAKSPACE LLC	6.41			
254510	09/08/2022	PRINTED	057007	TOWN OF SILVERHILL	143.92			
254511	09/08/2022	PRINTED	145701	UNITI FIBER	9,835.09			
254512	09/08/2022	PRINTED	152240	VERIZON WIRELESS	1,665.01			
254513	09/08/2022	PRINTED	001915	WHARTON-SMITH, INC.	2,652,030.00			
		15 CHECKS		CASH ACCOUNT TOTAL	2,716,394.39	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254514	09/08/2022	PRINTED	014397	AT&T MOBILITY	329.56			
		1 CHECKS		CASH ACCOUNT TOTAL	329.56	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206603	09/08/2022	WIRE	014125	BLUE CROSS & BLUE SHIELD	46,852.11			
		1 CHECKS		CASH ACCOUNT TOTAL	46,852.11	.00		

Report generated: 09/08/2022 10:03
User: Lisa.Hacker
Program ID: apchkrcn

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254516	09/08/2022	PRINTED	010346	AFLAC	19,861.40			
254517	09/08/2022	PRINTED	170616	AFLAC	86.51			
254518	09/08/2022	PRINTED	180373	BALDWIN CNTY COMMISSION -	1,415.18			
254519	09/08/2022	PRINTED	186456	BALDWIN CNTY COMMISSION -	30,470.23			
254520	09/08/2022	PRINTED	064266	CORRECTIONAL PEACE OFFICE	12.50			
254521	09/08/2022	PRINTED	039441	LIBERTY NATIONAL LIFE	9,623.55			
254522	09/08/2022	PRINTED	191391	METROPOLITAN LIFE INSURAN	28,685.40			
254523	09/08/2022	PRINTED	091547	NORTH BALDWIN HOSPITAL WE	106.00			
254524	09/08/2022	PRINTED	040624	UNITED WAY OF BALDWIN COU	223.00			
		9 CHECKS		CASH ACCOUNT TOTAL	90,483.77	.00		

Baldwin County Commission

Agenda Action Form

File #: 22-1457, **Version:** 1 **Item #:** CA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director / Interim County Administrator
Submitted by: Victoria Key, Administrative Support Specialist

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ITEM TITLE
Lease Agreement with Mr. Frank Bryars for 40 Acres in North Baldwin County

STAFF RECOMMENDATION
Approve the execution of a Lease Agreement between the Baldwin County Commission and Mr. Frank Bryars, allowing Mr. Bryars the continued use of approximately 40 acres more or less of County property in north Baldwin County for the grazing of cattle and livestock, at a lease price of six hundred dollars ($600.00) per year. The Lease Agreement shall commence on October 1, 2022, and expire on September 30, 2025, unless sooner terminated as set forth by the Lease Agreement.

BACKGROUND INFORMATION

Background: Baldwin County owns approximately 400 acres of property near the Tensaw Lake. Mr. Frank Bryars has leased approximately 40 acres more or less of this property in order to allow his animals to graze on the property. Mr. Bryars' current lease will expire on September 30, 2022. Mr. Bryars wishes to continue to lease the property and requests the approval and execution of a Lease Agreement.

Previous Commission action/date: September 20, 2019 - The BCC approved the execution of a Lease Agreement between the Baldwin County Commission and Mr. Frank Bryars, allowing Mr. Bryars the continued use of approximately 40 acres more or less of County property in north Baldwin County for the grazing of cattle and livestock. The Lease Agreement commenced on October 1, 2019, and expires on September 30, 2022, unless sooner terminated as set forth by the Lease Agreement.

FINANCIAL IMPACT

Total cost of recommendation: Incoming revenue $600.00 annually

Budget line item(s) to be used: General Fund

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

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

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Mail Lease Agreement for execution to:

Mr. Frank Bryars
56767 Bryars Place
Stockton, Alabama 36579

Fiscal year 2023 payment of $600.00 is due for this upcoming year at the time of the Lease Renewal

Additional instructions/notes: Tickler

STATE OF ALABAMA)

BALDWIN COUNTY)

LEASE AGREEMENT

WHEREAS, this Lease Agreement is made and entered into, by and between the BALDWIN COUNTY COMMISSION, hereinafter called "LESSOR", and FRANK BRYARS, hereinafter called "LESSEE"; and

WHEREAS, LESSOR owns in fee simple certain property in and about the Little River area (see **Attachment** "**A**"); and

WHEREAS, LESSEE has asked LESSOR to lease a certain portion of LESSOR'S property, as delineated herein, for the purposes of allowing his cattle and/or livestock to graze freely upon the same; and

WHEREAS, LESSOR considers such usage to be beneficial to the general upkeep and maintenance of such property; and

WHEREAS, LESSEE has agreed to enter such Lease Agreement assuming, among other things, his own liability for any losses or damages and holding LESSOR harmless for the same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, LESSOR does hereby DEMISE and LEASE to LESSEE, and LESSEE does hereby LEASE from LESSOR for the purpose of grazing livestock, the following described property situated in Baldwin County, Alabama, to-wit:

DESCRIPTION OF PROPERTY: Fenced in area of property owned by the County depicted on **Attachment A**; and

1. **TERM**: The term of this Lease Agreement shall be from October 1, 2022, to September 30, 2025, unless sooner terminated. This Lease Agreement may be terminated, with or without cause, by either party with a forty-five (45) day written notification to the other party.

2. **CONSIDERATION/PAYMENTS**: The consideration for this Lease Agreement shall be Fifteen Dollars ($15.00) per acre per year for the three-year lease term period. There being approximately 40 acres hereby leased, the annual rental payment shall be Six Hundred Dollars ($600.00) per year. The rental payment shall be payable in an annual advance lump sum payment of Six Hundred Dollars ($600.00) at the beginning of each year of the lease term. All lease payments shall be made payable to LESSOR with lawful funds of The United States of America at the following address: Baldwin County Commission, Attention: Finance/Accounting Department, 312 Courthouse Square, Bay Minette, Alabama 36507.

3. **USAGE**: For and during the term of this Lease Agreement, LESSEE agrees to allow his livestock to graze freely on all suitable land located on the herein leased property as the LESSEE desires and to use the said property for pasture only during the term of said Lease Agreement.

LESSEE shall limit his livestock grazing to the currently fenced area on the property in question. Said fenced in/leased area shall not be expanded without a written amendment to this agreement.

Said fencing surrounding the leased property in question shall be maintained at all times by the LESSEE at no expense to LESSOR.

4. **ADDITIONALLY RESERVED RIGHTS**: This Lease Agreement is entered into between the parties subject to the terms and conditions of any oil, gas and mineral lease now in force and effect on the said property or any such oil, gas and mineral lease entered into by the LESSOR in the future during the term of this Lease Agreement.

5. **LIABILITY**: LESSOR shall not be responsible or liable for any work performed by the LESSEE, its agents, servants or employees during the term of the said Lease Agreement and LESSOR shall not be responsible or liable to any person for any accident or injury incurred by the reason of the LESSEE's farming operation on said property. The LESSEE hereby agrees

to indemnify and hold the LESSOR harmless from any and all liability for any property damage and/or personal injury which may occur at any time upon the leased premises or as a result of the activities of the LESSEE on the leased premises. Said indemnification shall include any and all court costs and/or attorney's fees incurred by the LESSOR in defense of any claim made against it which may be based upon any occurrence on the leased premises or action of the LESSEE in the usage of said leased premises.

6. **HUNTING WAIVER**: LESSEE hereby waives any and all rights and privileges of hunting on said property. Said rights and privileges are reserved by LESSOR.

7. **COUNTY IMPROVEMENTS**: LESSEE agrees and covenants that LESSOR, as the owner of said property, has any and all rights to improve, at any time, said property including, but not limited to, recreational capital improvements, and that LESSOR will not dissent and/or disagree with any and all improvements.

8. **TRESSPASSERS**: LESSEE shall have the right and authority to protect and control its interests in the said property and to keep trespassers there from.

9. **DUTY OF CARE AND PRESERVATION**: LESSEE agrees and covenants to allow livestock grazing during the term hereof in an efficient, economic and husband-like manner and to employ all modern methods of care for grazing and as are customarily practiced in the area.

LESSEE further agrees to operate the leased premises with care and not to permit waste of the said property nor destroy or remove without the consent of the owner any improvements on said property.

LESSEE shall remain compliant with all applicable Federal, State and Local Laws.

10. **DUTY NOT TO REMOVE**: LESSEE shall not sell or remove from the leased premises any sand, gravel, rock, oil, coal, or other minerals, or any lumber, posts or wood.

11. **RIGHT OF ENTRY**: LESSOR or its authorized representatives shall have the right, at any reasonable time, to enter on the premises for any reasonable purpose to include, but not limited to, making any major repairs, alterations or improvements.

12. **NO AGENCY**: This Lease Agreement shall not give rise to the creation of an agency relationship or a partnership relation between the parties hereto, and none of the parties shall have the authority to bind the others without written consent.

13. **NO ASSIGNMENT**: LESSEE may not assign this Lease Agreement or sublease or encumber any portion of the land leased hereunder without the prior written consent of the LESSOR. Any attempt at assignment, sublease or other transfer, in violation of the provisions of this Lease Agreement, shall at the option of the LESSOR be void.

14. **BINDING**: This Lease Agreement may be re-negotiated at the option of LESSOR'S successors in office.

15. **TAXES**: LESSOR agrees to pay all taxes levied and assessed against the premises.

16. **DEFAULT**: If LESSEE fails to carry out any provision of this lease, LESSOR shall have the right to terminate the lease on ten (10) days written notice of their intention to do so, and LESSOR shall have the right to proceed by all legal means to obtain possession of the leased premises. LESSEE agrees that if LESSOR employs an attorney to represent it in order to obtain possession of the leased premises, that it will pay a reasonable attorney's fee and court costs in connection therewith to include, but not limited to, fees and costs associated with LESSEE's failure to surrender properly, quietly and peaceably.

17. **LEASE RENEWAL/EXTENSIONS**: Should LESSEE comply with the terms of this Lease Agreement and desire for the Lease Agreement to be extended or renewed, and should there have been no threatened, pending or actual legal action between the parties during the term of this Lease Agreement, then LESSEE shall request in writing to LESSOR prior to expiration of

this Lease Agreement that the Lease Agreement be extended or renewed. LESSOR may then extend or renew this Lease Agreement with LESSEE with similar, additional or different terms as it sees fit, or elect not to extend or renew this Lease Agreement. Should LESSOR not receive the above-mentioned request in writing from LESSEE prior to expiration of this Lease Agreement, then all rights of LESSEE ends upon termination of this Lease Agreement. Should LESSOR not receive the abovementioned request in writing from LESSEE, or elect not to extend or renew this Lease Agreement, and at some later date elect to enter into a new Lease Agreement then LESSOR shall be under no obligation whatsoever to offer such new Lease Agreement to LESSEE.

18. **ENTIRE UNDERSTANDING**: This Lease Agreement shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

19. **ACTS OF GOD**: Neither LESSOR nor LESSEE shall be required to perform any terms, condition, or covenant of this Lease Agreement so long as performance is delayed or prevented by acts of God, drought, floods, material or labor restrictions by any governmental authority and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

20. **NON-WAIVER OF DEFAULT**: The failure of the LESSOR to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Lease Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of the LESSOR to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE have hereunto signed and sealed this instrument as of the day and year first above written.

LESSOR
BALDWIN COUNTY COMMISSION
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

BY:_____ Date:_____
JAMES E. BALL
Chairman

ATTEST:

BY:_____Date:_____
RONALD J. CINK
Budget Director/Interim County Administrator

LESSEE
FRANK BRYARS
56767 Bryars Place
Stockton, Alabama 36579

_____Date:_____
FRANK BRYARS

***NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, do hereby certify that James E. Ball, as Chairman of the Baldwin County Commission, and Ronald J. Cink, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are 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 voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, 2022.

_____
Notary Public
My Commission Expires:_____

STATE OF ALABAMA)

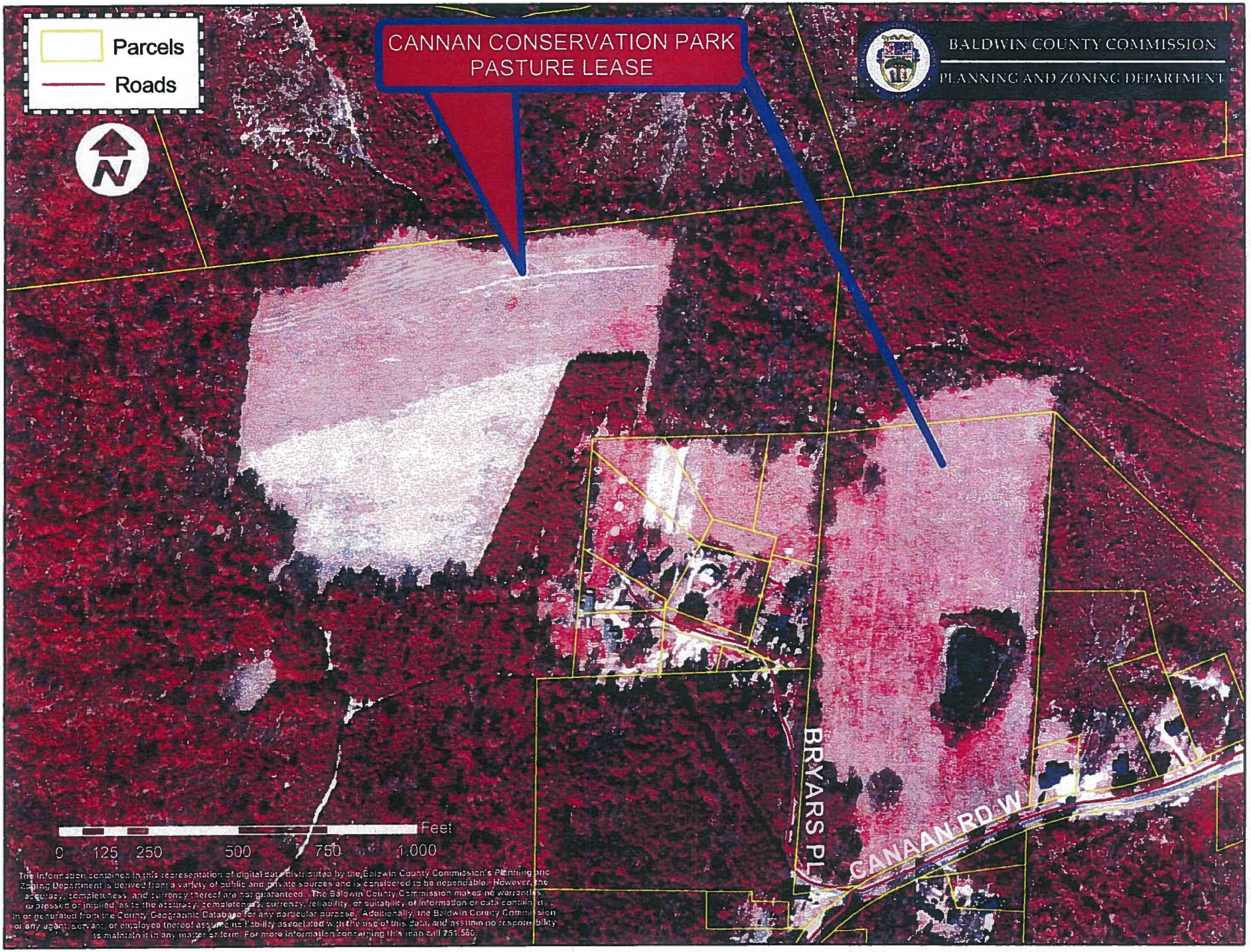
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, do hereby certify that Frank Bryars, 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 voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, 2022.

_____
Notary Public
My Commission Expires:_____

ATTACHMENT "A"



Baldwin County Commission

Agenda Action Form

File #: 22-1500, **Version:** 2 **Item #:** CA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: Replacement
From: Ronald J. Cink, Budget Director / County Administrator
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
*Resolution #2022-174 - First Amended Tax Abatement Agreement between Baldwin County Commission and Novelis Corporation

STAFF RECOMMENDATION
Take the following actions:

1) Adopt Resolution #2022-174 which amends Resolution #2022-147 adopted by the Commission on August 2, 2022, granting a tax abatement to Novelis Corporation; and

2) Approve the First Amended Tax Abatement Agreement between the Baldwin County Commission (the “County”) and Novelis Corporation (the “Company”), to amend that certain Tax Abatement Agreement dated as of August 2, 2022, between the County and the Company. The effective date of the amendment is August 2, 2022; and

3) Forward to the Office of the Revenue Commissioner of Baldwin County and the Office of Probate Judge of Baldwin County, Resolution #2022-174 and associated attachments informing the Probate Judge and Revenue Commissioner of the aforementioned grant of such Amended Tax Abatement; and

4) Authorize the Chairman to execute any and all documents deemed necessary to effect such amended abatement.

BACKGROUND INFORMATION

Background: Reason for replacement Item: Resolution number corrected throughout item due to incorrect assignment of Resolution number

The County and Novelis previously entered into an Agreement, whereby the County approved Novelis' application for abatement of noneducational and non-hospital taxes and construction-related transaction taxes, with the exception of taxes levied for educational purposes or for capital improvements for education.

At this time, Novelis has amended its application for abatement to include the abatement of all taxes

relating to mortgage and recording taxes.

GENERAL BACKGROUND:

Section 40-9B-1, et seq., Code of Alabama (1975), or what is commonly referred to as the "Tax Incentive Reform Act of 1992," authorizes certain entities to grant "Tax Abatements" in their respective effort to attract new industries, and encourage existing industries to expand their pursuits in their varied jurisdictions. Section 40-9B-5, Code of Alabama (1975), which is entitled "Granting of Abatement," provides:

"(d) Any abatement of county taxes granted by a municipality or municipal industrial authority shall not be valid until the expiration of (1) 10 days following the date of physical delivery to the county commission or (2) 13 days following the date of mailing by certified mail to the county commission of a copy of the resolution granting such abatement. Proof of delivery by affidavit of service, in the case of physical delivery, or by certified mail receipt, in the case of mailing by certified mail, shall be furnished to the Department of Revenue at the same time as the filing of the abatement agreement under Section 40-9B-6. If the procedures herein prescribed are followed, any such abatement shall be effective as of the date granted."

Previous Commission action/date:

August 2, 2022, BCC Regular Meeting - Commission took the following actions:

1) Adopted Resolution #2022-147, which grants a tax abatement to Novelis Corporation; and 2) Approved the Tax Abatement Agreement between the Baldwin County Commission and Novelis Corporation; and 3) Forwarded to the Office of the Revenue Commissioner of Baldwin County and the Office of Probate Judge of Baldwin County, Resolution #2022-147 and associated attachments informing the Probate Judge and Revenue Commissioner of the aforementioned grant of such Tax Abatement; and 4) Authorized the Chairman to execute any and all documents deemed necessary to effect such abatement.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Yes, legal review and approval necessary.

Reviewed/approved by: Amended Agreement and Resolution approved by Patrick Dungan, Adams & Reese 09/09/2022

Additional comments: N/A

ADVERTISING REQUIREMENTS

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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):

1) Mail copy of Resolution #2022-174 and First Amended Tax Abatement Agreement with Exhibit A to:

Novelis Corporation
Attn: Cindy Jacovetty
3560 Lenox Road, Suite 2000
Atlanta, Georgia 30326

cindy.jacovetty@novelis.com

Cc: Britton Bonner, Adams & Reese
Patrick Dungan, Adams & Reese

2) Email and Courier copy of Amended Tax Abatement Application, Resolution #2022-174, and First Amended Tax Abatement Agreement with Exhibit A to:

The Honorable Teddy Faust, Revenue Commissioner
Baldwin County, Alabama
Post Office Box 1389
Bay Minette, Alabama 36507

The Honorable Harry D'Olive, Judge of Probate
Baldwin County, Alabama
Post Office Box 459
Bay Minette, Alabama 36507

Cc:

Lee Lawson
Ron Cink
Cian Harrison
Heather Gwynn

3) Upload to BCAP without Exhibit A

Additional instructions/notes: N/A

Resolution Number 2022-174

This Resolution #2022-174 is made this 20th day of September, 2022 by the Baldwin County Commission (the Granting Authority), to grant a tax abatement to Novelis Corporation (the Company), and amends Resolution #2022-147 previously adopted on the 2nd day of August, 2022 by the Baldwin County Commission as the Granting Authority, to grant a tax abatement to Novelis Corporation.

WHEREAS, the Company has announced plans for a (check one):

- ✓ new project or
- ☐ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., ***Code of Alabama 1975***) (the Act) the Company has requested from the Granting Authority an Abatement of (check all that apply):

- ✓ all state and local noneducational property taxes,
- ✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ✓ all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of $2,000,000,000 by Novelis Corporation; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that is has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- ✓ all state and local noneducational property taxes,
- ✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ✓ all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Baldwin County Commission at a meeting held on the 20th day of September, 2022.

_____
Commissioner James E. Ball
Chairman

ATTEST:

_____
Ronald J. Cink
Budget Director/Interim County Administrator

FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT
(Project Skyfall)

THIS FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT (this "Amendment") is made and entered into as of September 20, 2022, but with an effective date of August 2, 2022 (the "Effective Date"), by and between **BALDWIN COUNTY, ALABAMA** by and through the Baldwin County Commission, a body politic and political subdivision of the State of Alabama (the "County"), and **NOVELIS CORPORATION,** a Texas corporation (together with its affiliates, and permitted assigns and successors, the "Company"), to amend that certain Tax Abatement Agreement dated as of August 5, 2022, between the County and the Company (the "Agreement"). All capitalized terms not defined in this Amendment shall have the meanings given to them in the Agreement.

R E C I T A L S

WHEREAS, the County and the Company previously entered into the Agreement, whereby the County approved the Company's application for abatement of (i) all State and local noneducational and non-hospital ad valorem taxes and (ii) all construction-related transaction taxes, except those local construction-related transaction taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, pursuant to § 40-9B-1 *et seq.* of the Code of Alabama (1975) (the "Act"), the Company has amended its Application for abatement to include the abatement of all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama (1975), relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the County with respect to the Project (the "Amended Application"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the County has considered the request of the Company and the completed Amended Application filed with the County by the Company, in connection with its request; and

WHEREAS, the County has found the information contained in the Company's Amended Application to be sufficient to permit the County to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community; and.

WHEREAS, at its meeting held on the 20th day of September, 2022, the County approved the Company's Amended Application for abatement of (i) all State and local noneducational and non-hospital ad valorem taxes, (ii) all construction-related transaction taxes, except those local construction-related transaction taxes levied for educational purposes or for capital improvements for education, and (iii) all taxes relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the County with respect to the Project; and

WHEREAS, the County and the Company desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the County and the Company, in consideration of the mutual promises and benefits specified in the Agreement, agree as follows:

(A) **Grant of Abatements**. Section 1 of the Agreement is hereby amended to grant the following additional abatement from liability of taxes as permitted by the Act:

c. Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama (1975) relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the County with respect to the Project.

(B) **Indemnification**. Section 6(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

b. The Company further indemnifies and releases the Indemnified Parties from any claim or liability arising out of any action taken by the City or County at the request of the Company (or any person authorized to act on behalf of the Company), in any manner related to this Agreement, including but not limited to the Company's obtaining abatements for noneducational and non-hospital ad valorem taxes, construction related transaction taxes, and mortgage and recording taxes.

(C) **Binding Agreement**. Each party to this Amendment hereby represents and warrants that the person executing this Amendment on behalf of such party is authorized to do so and that this Amendment shall be binding and enforceable when duly executed and delivered by each party. This Amendment shall be binding upon and inure to the benefit of each of the parties and their respective successors.

(D) **Severability**. This Amendment may be amended or terminated upon mutual consent of the Company and the County. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the County.

(E) **Counterparts.** This Amendment may be simultaneously executed in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

(F) **Filing**. The Company shall file with the Alabama Department of Revenue within ninety (90) days after the date of the Effective Date a copy of this Amendment, along with a copy of the Agreement, as required by Section 40-9B-6(c) of the Act.

(G) **Merger**. This Amendment shall be incorporated into and become a part of the terms and conditions of the Agreement and shall be given full authority and effect. All other terms and conditions contained in the Agreement not expressly modified by this Amendment are hereby ratified and shall remain in full force and effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed in their respective names.

EXECUTED as of the 20th day of September, 2022, to be effective as of the 2nd day of August, 2022.

ATTEST:

_____
Ronald J. Cink
Interim County Administrator

BALDWIN COUNTY COMMISSION

_____
James E. Ball, Chairman

NOVELIS CORPORATION

By: Cindy Jacovetty
Name: Cindy Jacovetty
Its: Assistant Secretary

EXHIBIT A

Amended Application for Tax Abatement

(attached)

Baldwin County Commission

Agenda Action Form

File #: 22-1500, **Version:** 1 **Item #:** CA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director / County Administrator
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Resolution #2022-070 - First Amended Tax Abatement Agreement between Baldwin County Commission and Novelis Corporation

STAFF RECOMMENDATION
Take the following actions:

1) Adopt Resolution #2022-170 which amends Resolution #2022-147 adopted by the Commission on August 2, 2022, granting a tax abatement to Novelis Corporation; and

2) Approve the First Amended Tax Abatement Agreement between the Baldwin County Commission (the “County”) and Novelis Corporation (the “Company”), to amend that certain Tax Abatement Agreement dated as of August 2, 2022, between the County and the Company. The effective date of the amendment is August 2, 2022; and

3) Forward to the Office of the Revenue Commissioner of Baldwin County and the Office of Probate Judge of Baldwin County, Resolution #2022-170 and associated attachments informing the Probate Judge and Revenue Commissioner of the aforementioned grant of such Amended Tax Abatement; and

4) Authorize the Chairman to execute any and all documents deemed necessary to effect such amended abatement.

BACKGROUND INFORMATION

Background: The County and Novelis previously entered into an Agreement, whereby the County approved Novelis' application for abatement of noneducational and non-hospital taxes and construction-related transaction taxes, with the exception of taxes levied for educational purposes or for capital improvements for education.

At this time, Novelis has amended its application for abatement to include the abatement of all taxes relating to mortgage and recording taxes.

GENERAL BACKGROUND:

Section 40-9B-1, et seq., Code of Alabama (1975), or what is commonly referred to as the "Tax Incentive Reform Act of 1992," authorizes certain entities to grant "Tax Abatements" in their respective effort to attract new industries, and encourage existing industries to expand their pursuits in their varied jurisdictions. Section 40-9B-5, Code of Alabama (1975), which is entitled "Granting of Abatement," provides:

"(d) Any abatement of county taxes granted by a municipality or municipal industrial authority shall not be valid until the expiration of (1) 10 days following the date of physical delivery to the county commission or (2) 13 days following the date of mailing by certified mail to the county commission of a copy of the resolution granting such abatement. Proof of delivery by affidavit of service, in the case of physical delivery, or by certified mail receipt, in the case of mailing by certified mail, shall be furnished to the Department of Revenue at the same time as the filing of the abatement agreement under Section 40-9B-6. If the procedures herein prescribed are followed, any such abatement shall be effective as of the date granted."

Previous Commission action/date:

August 2, 2022, BCC Regular Meeting - Commission took the following actions:

1) Adopted Resolution #2022-147, which grants a tax abatement to Novelis Corporation; and 2) Approved the Tax Abatement Agreement between the Baldwin County Commission and Novelis Corporation; and 3) Forwarded to the Office of the Revenue Commissioner of Baldwin County and the Office of Probate Judge of Baldwin County, Resolution #2022-147 and associated attachments informing the Probate Judge and Revenue Commissioner of the aforementioned grant of such Tax Abatement; and 4) Authorized the Chairman to execute any and all documents deemed necessary to effect such abatement.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Yes, legal review and approval necessary.

Reviewed/approved by: Amended Agreement and Resolution approved by Patrick Dungan, Adams & Reese 09/09/2022

Additional comments: N/A

ADVERTISING REQUIREMENTS

..

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

1) Mail copy of Resolution #2022-170 and First Amended Tax Abatement Agreement with Exhibit A to:

Novelis Corporation
Attn: Cindy Jacovetty
3560 Lenox Road, Suite 2000
Atlanta, Georgia 30326

cindy.jacovetty@novelis.com

Cc: Britton Bonner, Adams & Reese
Patrick Dungan, Adams & Reese

2) Email and Courier copy of Amended Tax Abatement Application, Resolution #2022-170, and First Amended Tax Abatement Agreement with Exhibit A to:

The Honorable Teddy Faust, Revenue Commissioner
Baldwin County, Alabama
Post Office Box 1389
Bay Minette, Alabama 36507

The Honorable Harry D'Olive, Judge of Probate
Baldwin County, Alabama
Post Office Box 459
Bay Minette, Alabama 36507

Cc:

Lee Lawson

Ron Cink
Cian Harrison
Heather Gwynn

3) Upload to BCAP without Exhibit A

Additional instructions/notes: N/A

Resolution Number 2022-170

This Resolution #2022-170 is made this 20th day of September, 2022 by the Baldwin County Commission (the Granting Authority), to grant a tax abatement to Novelis Corporation (the Company), and amends Resolution #2022-147 previously adopted on the 2nd day of August, 2022 by the Baldwin County Commission as the Granting Authority, to grant a tax abatement to Novelis Corporation.

WHEREAS, the Company has announced plans for a (check one):

- ✓ new project or
- ☐ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., ***Code of Alabama 1975***) (the Act) the Company has requested from the Granting Authority an Abatement of (check all that apply):

- ✓ all state and local noneducational property taxes,
- ✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ✓ all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of $2,000,000,000 by Novelis Corporation; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that is has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- ✓ all state and local noneducational property taxes,
- ✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ✓ all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Baldwin County Commission at a meeting held on the 20th day of September, 2022.

_____
Commissioner James E. Ball
Chairman

ATTEST:

_____
Ronald J. Cink
Budget Director/Interim County Administrator

FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT
(Project Skyfall)

THIS FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT (this "Amendment") is made and entered into as of September 20, 2022, but with an effective date of August 2, 2022 (the "Effective Date"), by and between **BALDWIN COUNTY, ALABAMA** by and through the Baldwin County Commission, a body politic and political subdivision of the State of Alabama (the "County"), and **NOVELIS CORPORATION,** a Texas corporation (together with its affiliates, and permitted assigns and successors, the "Company"), to amend that certain Tax Abatement Agreement dated as of August 5, 2022, between the County and the Company (the "Agreement"). All capitalized terms not defined in this Amendment shall have the meanings given to them in the Agreement.

R E C I T A L S

WHEREAS, the County and the Company previously entered into the Agreement, whereby the County approved the Company's application for abatement of (i) all State and local noneducational and non-hospital ad valorem taxes and (ii) all construction-related transaction taxes, except those local construction-related transaction taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, pursuant to § 40-9B-1 *et seq.* of the Code of Alabama (1975) (the "Act"), the Company has amended its Application for abatement to include the abatement of all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama (1975), relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the County with respect to the Project (the "Amended Application"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the County has considered the request of the Company and the completed Amended Application filed with the County by the Company, in connection with its request; and

WHEREAS, the County has found the information contained in the Company's Amended Application to be sufficient to permit the County to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community; and.

WHEREAS, at its meeting held on the 20th day of September, 2022, the County approved the Company's Amended Application for abatement of (i) all State and local noneducational and non-hospital ad valorem taxes, (ii) all construction-related transaction taxes, except those local construction-related transaction taxes levied for educational purposes or for capital improvements for education, and (iii) all taxes relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the County with respect to the Project; and

WHEREAS, the County and the Company desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the County and the Company, in consideration of the mutual promises and benefits specified in the Agreement, agree as follows:

(A) **Grant of Abatements**. Section 1 of the Agreement is hereby amended to grant the following additional abatement from liability of taxes as permitted by the Act:

c. Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama (1975) relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the County with respect to the Project.

(B) **Indemnification**. Section 6(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

b. The Company further indemnifies and releases the Indemnified Parties from any claim or liability arising out of any action taken by the City or County at the request of the Company (or any person authorized to act on behalf of the Company), in any manner related to this Agreement, including but not limited to the Company's obtaining abatements for noneducational and non-hospital ad valorem taxes, construction related transaction taxes, and mortgage and recording taxes.

(C) **Binding Agreement**. Each party to this Amendment hereby represents and warrants that the person executing this Amendment on behalf of such party is authorized to do so and that this Amendment shall be binding and enforceable when duly executed and delivered by each party. This Amendment shall be binding upon and inure to the benefit of each of the parties and their respective successors.

(D) **Severability**. This Amendment may be amended or terminated upon mutual consent of the Company and the County. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the County.

(E) **Counterparts.** This Amendment may be simultaneously executed in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

(F) **Filing**. The Company shall file with the Alabama Department of Revenue within ninety (90) days after the date of the Effective Date a copy of this Amendment, along with a copy of the Agreement, as required by Section 40-9B-6(c) of the Act.

(G) **Merger**. This Amendment shall be incorporated into and become a part of the terms and conditions of the Agreement and shall be given full authority and effect. All other terms and conditions contained in the Agreement not expressly modified by this Amendment are hereby ratified and shall remain in full force and effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed in their respective names.

EXECUTED as of the 20th day of September, 2022, to be effective as of the 2nd day of August, 2022.

ATTEST:

Ronald J. Cink
Interim County Administrator

BALDWIN COUNTY COMMISSION

James E. Ball, Chairman

NOVELIS CORPORATION

By: Cindy Jacovetty

Name: Cindy Jacovetty

Its: Assistant Secretary

EXHIBIT A

Amended Application for Tax Abatement

(attached)

Baldwin County Commission

Agenda Action Form

File #: 22-1480, **Version:** 1 **Item #:** CD1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ann Simpson, Director of Transportation, BRATS
Submitted by: Ann Simpson, Director of Transportation, BRATS

ITEM TITLE
Extension and Amendment of Contract for Professional Services with Via Mobility, LLC for Provision of Innovative Software Services

STAFF RECOMMENDATION
Take the following actions:

1) Approve an Extension and Amendment of the Contract for Professional Services between the Baldwin County Commission and Via Mobility, LLC for the provision of innovative micro-transit on-demand software services at a monthly fee of $14,500.00; and

2) Authorize the Chairman to execute the contract and any other related documents.

The term of said contract shall commence October 1, 2022, and shall terminate upon the expiration of twelve (12) months. This extension represents the second of three (3) one-year renewal options of the Contract for Professional Services between the Baldwin County Commission and Via Mobility, LLC.

BACKGROUND INFORMATION

Background: Via Mobility, LLC is the software provider for the on-demand mobile app, the fleet and driver scheduling system, and the driver navigation and manifest system. This extension represents the second of three (3) one-year renewal options of the Contract for Professional Services between the Baldwin County Commission and Via Mobility, LLC. for the provision of innovative micro-transit on -demand software services.

The amendment to the contract includes the increase of the monthly fee from $13,500.00 / month to $14,500.00 / month. NOTE: the original contract amount was $16,500.00 / month.

Previous Commission action/date:

September 21, 2021: 1) Approved the first of three (3) one-year renewal options for the Contract for

Professional Services between the Baldwin County Commission and Via Mobility, LLC for the provision of innovation software services for the on-demand mobile app, the fleet and driver scheduling system, and the driver navigation and manifest system. The annual fees were $162,000.00. The term of said contract commenced October 1, 2021 and will terminate upon the expiration of twelve (12) months; and 2) Authorized the Chairman to execute the contract and any other related documents.

June 16, 2020: 1) Approved a Contract for Professional Services between the Baldwin County Commission and Via Mobility, LLC, selected through a non-competitive process pursuant to Ala. Code § 41-16-51, for the provision of innovative software services in conjunction with the Federal Transit Administration's (FTA) Integrated Mobility Innovation (IMI) Program. The annual fees were $198,000.00. The term of said contract was for sixteen (16) months with three (3) one-year renewal options; and 2) Authorized the Chairman to execute the contract and any other related documents.

March 16, 2020: FTA awarded funding to the Baldwin County Commission for participation in the IMI program. Baldwin Regional Area Transit System (BRATS) team members deployed the new micro-transit on-demand system in September 2020.

August 6, 2019: 1) Authorized BRATS to submit documentation and an application for a grant under the FTA-IMI Program for a mobility technology pilot program; and 2) Authorized BRATS to name Via Mobility, LLC as a "Key Partner" for the Integrated Mobility Innovation grant as contemplated by the Federal Transit Administration Notice of Funding Opportunity; and 3) Authorized the Chairman to execute any grant related documents as required.

FINANCIAL IMPACT

Total cost of recommendation:
Annual service fees (based on 25 vehicles in service/day): $174,000.00

1) Federal Funds - $139,200.00
2) Baldwin County Commission local match - $34,800.00.00

Budget line item(s) to be used: 143.51930.52350 Computer Maintenance FY2023 Budget Amount=$180,000.00

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?
The original contract and renewal were previously reviewed and approved by Baldwin County legal counsel.

Reviewed/approved by:

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: Effective date of contract renewal is October 1, 2022.

Individual(s) responsible for follow up: Administration Staff

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

1) Administration Staff to obtain the Chairman's signature on two (2) sets of the contract document.

2) Once executed, Administration Staff to mail one set of the fully executed contract to:

Via Mobility LLC
ATTN: Zachary Wasserman
10 Crosby Street, Floor 2
New York, New York 10013

3) Administration Staff to provide copies of executed contract document via e-mail to:
   a. Asa King at asa.king@ridewithvia.com
   b. Ann Simpson at ann.simpson@baldwincountyal.gov

Additional instructions/notes: Upload contract to BCAP

EXTENSION AND AMENDMENT OF THE CONTRACT FOR PROFESSIONAL SERVICES

1. Purpose; Scope

Each of Via Mobility LLC, a Delaware company with its principal office located at 10 Crosby Street, Floor 2, New York, New York 10013 ("**Via**"), and Baldwin County Commission ("**Customer**"), hereinafter the "**Parties**," entered into an agreement titled Contract for Professional Services (the "**Agreement**") and a service order titled Baldwin County Deployment Service Order (the "**Original Order**"), dated June 18, 2020. By this Extension and Amendment Agreement ("**Extension**") the parties agree towards continued collaboration of operation of the services provided under the Original Order. The Parties further agree to amend the fees paid by Customer to Via for the use of Via's software, and that Via shall develop and deploy specific capabilities within its software for Customer's benefit.

Amendment

2. Duration

This Extension shall extend the period of performance of the Agreement by a period of twelve months, from October 1, 2022 until September 30, 2023 (inclusive). The Effective Date of this Extension shall be October 1, 2022.

3. Fees

Starting on October 1, 2021, and continuing through September 30, 2022, Customer shall pay to Via the following Monthly Fees, reflecting a minimum of 25 vehicles at the rates detailed below:

Fee Category	**Fee Per Vehicle Per Month**	**Charges Per Month**	**Invoicing Terms**
Monthly Fees (Per Vehicle) for vehicles 1-20, inclusive **(Guaranteed)**	$590	$11,800	Invoiced monthly by Via
Monthly Fees (Per Vehicle) for vehicles 21-25, inclusive **(Guaranteed)**	$540	$2,700	Invoiced monthly by Via
Monthly Fees (Per Vehicle) for any additional vehicles above 25 **(As used)**	$485	as used	Invoiced monthly by Via
Total for 12 months	$174,000 (minimum, excluding additional vehicles above the 25-vehicle monthly minimum, and any additional services)		

For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input to service in the Deployment by Customer that use the Via solution on any given day over the course of the applicable calendar month; and (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be prorated for the first and/or last calendar months of the Deployment, as applicable, so

that Customer will only be charged for the portion of such months during which the Via solution was available to be used for the Deployment.
The above fees do not include any fees owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

4. Product Enhancements

Via commits to make all commercially reasonable efforts to deliver the following capabilities within its software platform within the contract year. Via agrees to communicate with Customer on an ongoing basis regarding the timeline for these capabilities, and to collaborate with Customer regarding the prioritization of these capabilities as relevant.

- **Trip Editing:** Edit the total number of passengers on a trip booking after the booking has been made, without cancelling the original booking;
- **Fixed Routes:** Provide recurring trips at fixed times, from predetermined locations, along a fixed route, for students at designated private schools in Baldwin County; and along the "Baylinc" route from eastern Baldwin County to a predetermined point in downtown Mobile, Alabama;
- **Fixed/Flexible Driver Breaks:** Designate driver breaks in the "Via Operations Center (VOC)" as either "fixed" (system cannot change or edit break automatically) or "flexible" (the system may change or edit the time of the break within established parameters so as to make the Deployment function more efficiently).

5. Conflict of Terms.

Unless otherwise stated, all terms and conditions contained in the Original Order are also applicable to this Extension. If a term contained in this Extension is in conflict with the terms of the Original Order, the specific term in this Extension shall take precedence. Any term or condition in the Original Order, including all Appendices not affected by this Extension, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Extension and its accompanying Exhibits to be executed in duplicate as of the Effective Date.

VIA: VIA MOBILITY, LLC	**CUSTOMER: Baldwin County Commission**
_____ AUTHORIZED SIGNATURE	_____ AUTHORIZED SIGNATURE
_____ PRINTED NAME	_____ PRINTED NAME
_____ TITLE	_____ DATE SIGNED
_____ DATE SIGNED	_____ TITLE

COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

September 21, 2021

Via Mobility, LLC.
ATTN: Zachary Wasserman
10 Crosby Street, Floor 2
New York, NY 10013

RE: Extension and Amendment of Contract for Professional Services with Via Mobility, LLC for Provision of Innovative Software Services for BRATS

Dear Mr. Wasserman:

The Baldwin County Commission, during its regularly scheduled meeting held on September 21, 2021, took the following actions:

1) Approved an *Extension and Amendment of the Contract for Professional Services* between the Baldwin County Commission and Via Mobility, LLC originally approved June 16, 2020, for the provision of innovative software services; and

2) Authorized me, as Chairman, to execute the *Extension and Amendment of the Contract for Professional Services* and any other related documents.

The term of said *Contract* shall commence on October 1, 2021, and shall terminate upon the expiration of twelve (12) months. Amendments to the *Contract* include the reduction of the monthly fee from $16,500.00 per month to $13,500.00 per month and the addition of the "Via Advertising Solution" at no additional cost.

Enclosed is a **fully executed <u>original</u>** *Contract* for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Ann Simpson, Director of Transportation, at (251) 972-6817.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BD1

cc: Asa King (via email only - asa.king@ridewithvia.com)
Ann Simpson

ENCLOSURE(S)

DocuSign Envelope ID: B1BD89FD-CD3F-41BC-B5BF-0BA2CE9591F0

EXTENSION AND AMENDMENT OF THE CONTRACT FOR PROFESSIONAL SERVICES

1. Purpose; Scope

Each of Via Mobility LLC, a Delaware company with its principal office located at 10 Crosby Street, Floor 2, New York, New York 10013 ("**Via**"), and Baldwin County Commission ("**Customer**"), hereinafter the "**Parties**," entered into an agreement titled Contract for Professional Services (the "**Agreement**") and a service order titled Baldwin County Deployment Service Order (the "**Original Order**"), dated June 18, 2020. By this Extension and Amendment Agreement ("**Extension**") the parties agree towards continued collaboration of operation of the services provided under the Original Order. The Parties further agree to amend the fees paid by Customer to Via for the use of Via's software, and that Via shall develop and deploy specific capabilities within its software for Customer's benefit.

Amendment

2. Duration

This Extension shall extend the period of performance of the Agreement by a period of twelve months, from October 1, 2021 until September 30, 2022 (inclusive). The Effective Date of this Extension shall be October 1, 2021.

3. Fees

Starting on October 1, 2021, and continuing through September 30, 2022, Customer shall pay to Via the following Monthly Fees, reflecting a minimum of 25 vehicles at the rates detailed below:

Fee Category	Fee Per Vehicle Per Month	Charges Per Month	Invoicing Terms
Monthly Fees (Per Vehicle) for vehicles 1-20, inclusive **(Guaranteed)**	$550	$11,000	Invoiced monthly by Via
Monthly Fees (Per Vehicle) for vehicles 21-25, inclusive **(Guaranteed)**	$500	$2,500	Invoiced monthly by Via
Monthly Fees (Per Vehicle) for any additional vehicles above 25 **(As used)**	$450	as used	Invoiced monthly by Via
Total for 12 months	$162,000 (minimum, excluding additional vehicles above the 25-vehicle monthly minimum, and any additional services)		

For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input to service in the Deployment by Customer that use the Via solution on any given day over the course of the applicable calendar month; and (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be prorated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via solution was available to be used for the Deployment.

DocuSign Envelope ID: B1BD89FD-CD3F-41BC-B5BF-0BA2CE9591F0

The above fees do not include any fees owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

4. Product Enhancements

Via commits to make all commercially reasonable efforts to deliver the following capabilities within its software platform within the contract year. Via agrees to communicate with Customer on an ongoing basis regarding the timeline for these capabilities, and to collaborate with Customer regarding the prioritization of these capabilities as relevant.

- **Trip Editing:** Edit the total number of passengers on a trip booking after the booking has been made, without cancelling the original booking;
- **Fixed Routes:** Provide recurring trips at fixed times, from predetermined locations, along a fixed route, for students at designated private schools in Baldwin County; and along the "Baylinc" route from eastern Baldwin County to a predetermined point in downtown Mobile, Alabama;
- **Fixed/Flexible Driver Breaks:** Designate driver breaks in the "Via Operations Center (VOC)" as either "fixed" (system cannot change or edit break automatically) or "flexible" (the system may change or edit the time of the break within established parameters so as to make the Deployment function more efficiently).

5. Via Advertising Solution

During this period of the service, Customer and Via will implement an advertising program. Via will make reasonable commercial efforts to generate revenue by selling advertising to be displayed by various advertising manners, including but not limited to on or in vehicles utilized during the Deployment. All advertising will be consistent with the Advertising Policy and Guidelines as amended from time to time, which is attached hereto and made part hereof, in Annex 1.

All advertising revenue collected by Via during the preceding calendar month will be credited to Customer on the next invoice against any amounts owed to Via by Customer. Prior to making the credit, Via will take a 15% management fee from the advertising revenue collected.

Via will collect revenue on behalf of Customer, from the display of any advertising and media content, at the rates listed below:

A. In-vehicle screen: $72 per vehicle per month (net of Via's management fee);
B. Partial Vehicle wrap: rate will vary based on campaign length, design choice, seasonality, number of vehicles participating in the campaign.

The rates set out above are subject to Customer ensuring that a vehicle averages 30 hours of shift/screen time per month. Should a vehicle run for fewer hours, the rates shall apply pro rata.

In the event Customer receives an appeal of any decision not to run a specific advertisement, Customer shall provide prior written notice (e-mail acceptable) to Via of the appeal and of its ultimate decision.

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Customer will be responsible for making vehicles available to Via or its third-party advertising partner for purposes of installing and removing advertising materials as applicable. It is expected that all installation/removal instances will occur outside service hours so as not to impact the Deployment.

Customer agrees that Via, either directly or through its third-party advertising partner(s) will be permitted to install hardware into the vehicles for purposes of displaying advertising messaging to riders using the Deployment.

As part of their ongoing operating responsibilities, Customer may interact with advertising equipment such as tablets or vehicle wraps and agrees to do so in accordance with the Advertising Equipment Care Guidelines provided in Annex 2. Customer acknowledges that failure to follow the Advertising Equipment Care Guidelines may lead to a reduction in advertising revenue as ads may not display properly.

Customer may be asked to provide data-reporting on a per-vehicle basis in order to allow Via to reconcile advertising fees to be paid when such fees are predicated on vehicles being in market for a minimum number of service hours per month. If such per-vehicle reporting is requested by Via, Customer will promptly provide such requested information to Via. Customer acknowledges that failure to provide per-vehicle reporting may impact Via's ability to reconcile advertising revenue and ensure collection and remittance to Customer as otherwise noted above.

6. Conflict of Terms.

Unless otherwise stated, all terms and conditions contained in the Original Order are also applicable to this Extension. If a term contained in this Extension is in conflict with the terms of the Original Order, the specific term in this Extension shall take precedence. Any term or condition in the Original Order, including all Appendices not affected by this Extension, shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have caused this Extension and its accompanying Exhibits to be executed in duplicate as of the Effective Date.

VIA: VIA MOBILITY, LLC	**CUSTOMER: Baldwin County Commission**
DocuSigned by: Zachary Wasserman 2143E6FA53634E3... AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
Zachary Wasserman PRINTED NAME	Joe Davis, III PRINTED NAME
Manager TITLE	September 21, 2021 DATE SIGNED
8/31/2021 DATE SIGNED	Chairman TITLE

BALDWIN COUNTY ALABAMA 1809

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Annex 1: Customer Advertising Guidelines

VIA BRATS RIDESHARE SERVICE ADVERTISING GUIDELINES

Allowed ads

- **Commercial ads.** These promote a commercial transaction or an advertiser's brand.
- **Governmental notices.** These are from BRATS or are paid for by the federal, state, county, or city government.
- **Public service announcements.** These are from government or nonprofit entities that are informational and relate directly to education, arts or culture, the prevention or treatment of illnesses, and other similar categories in BRATS.

Ads that do not fall under these three categories will not be allowed. Ads that abide by the guidelines above can still be prohibited for other reasons as outlined below. BRATS reserves the right to remove ads that we find violate our rules at any time.

Prohibited Ads

- **All tobacco products, electronic cigarettes** and non-tobacco products or services that share a name, emblem or other feature with a tobacco product, rolling papers and filters.
- **Political ads**. This includes ads that promote or oppose a political party, a candidate, a ballot referendum, political fundraising, political position, or changes to public policy.
- **Public issue ads**. This includes ads that express or advocate an opinion, position or viewpoint on matters of public debate such as economic, religious or social issues.
- **Comply with applicable law**. Ads shall comply with applicable federal, state and local advertising and regulatory laws including the Federal Trade Commission Act and the FD&C Act.
- **Disruptive or harmful ads**. Advertising must not contain material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system. Examples of harm, disruption and interference include, but are not limited to, vandalism, violence, and reduced ridership.
- **False, deceptive, or misleading ads**. Ads must be truthful. False, deceptive, or misleading ads are not permitted.
- **Illegal activity, lawlessness, violent action**. Ads must not advocate or promote illegal activity, imminent lawlessness, or violent action. Ads must not contain images or descriptions of violence, lawlessness, or illegal activity including, but not limited to, 1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and 2) the depiction of weapons or other implements or devices used in the advertisement in an act of violence or harm on a person or animal.
- **Nudity, sexual or obscene content**. Ads must not contain or depict legally obscene material, nudity, sexual subject matter, or any material that the average adult, applying contemporary community standards, would find appeals to the prurient interest.
- **Profanity**. Ads must not contain profanity or implied profanity.

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BRATS reserves the right to reject advertising if advertising space is unavailable due to the campaign format or limited advertising inventory. All of the provisions of the guidelines shall be deemed severable.

How the review process works

BRATS relies on a Third Party Vendor (Vugo) for the initial review of ads. Advertisers may contact such Third Party Vendor to verify whether your ads comply with BRATS's rules. BRATS reserves the right to approve or reject all advertising, and their manner of presentation in accordance with these guidelines regardless of whether the advertising was previously approved by Vugo. Reasonable proof or clarification of statements contained in any advertisement may be required by BRATS or its Third Party Vendor.

The Third Party Vendor shall approve or reject the ad in accordance with the advertising guidelines set forth above (the "Initial Decision) no later than 30 days after the date the advertiser submits its proposed ad. If the ad is rejected, the Third Party Vendor shall send written notice of the Initial Decision to reject the ad to the firm or organization that submitted the proposed ad. The written notice of the Initial Decision shall state the reason the ad was rejected and inform the firm or organization of its right to appeal the Initial Decision.

Appeal

An advertiser may appeal the initial decision made on the acceptability of an ad to the County Director of Transportation, or their designee. A letter requesting an appeal of the Initial Decision must be filed with BRATS, Attn: Ann Simpson, Director of Transportation, BRATS, 312 Courthouse Sq., Suite 12, Bay Minette, AL 36507 no later than the tenth (10th) day after the Initial Decision was issued. After receiving an appeal, BRATS Director of Transportation shall immediately forward it to the County Administrator or his or her designee for review. The decision of the County Administrator or his designee shall be final.

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Annex 2: Advertising Equipment Care Guidelines

In-Vehicle Screens

Maintenance of Displays:

In-vehicle displays either replace an existing headrest, affix to an existing headrest, or fasten to the interior vehicle roof or front wall to ensure viewability. In these cases, wires run through the passenger seat and connect to a power supply under the seat. Customer shall contact Via to alert of issues that may arise such as, but not limited to, a screen not powering on, so that maintenance can be performed in a timely fashion.

Cleaning / Washing Interior of Vehicles

During routine interior vehicle cleaning, Customer may wash the in-car screens, but shall avoid using any corrosive cleaning solutions, which can negatively impact the integrity of the screens. Most standard in-car cleaning solutions are acceptable. Customer acknowledges that screens must be wiped down during routine vehicle cleaning. If the screens are located behind a partition, that partition must be kept clean and clear so that the display is visible for passengers.

There will be minimal wires exposed under the front passenger seat. These wires are safe to touch as they are fully insulated, however, please avoid tugging or pulling on wires (e.g., during cleaning), as it could impact screens' power source.

Vehicle Wraps

Instructions will be provided to Customer by Via on a campaign-by-campaign basis.

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State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This CONTRACT FOR PROFESSIONAL SERVICES (the "Contract") is made and entered into by and between Baldwin County, Alabama, acting by and through its governing body, the Baldwin County Commission (hereinafter, "CUSTOMER"), and Via Mobility, LLC, a Delaware limited liability company with its principal office located at 160 Varick Street, Floor 4, New York, New York 10013 (hereinafter, "VIA").

WITNESSETH:

Whereas, the CUSTOMER manages the Baldwin Regional Area Transit System (BRATS), which is a federally funded public transportation provider; and

Whereas, the CUSTOMER was awarded funding from the Federal Transit Administration (FTA) for participation in the Integrated Mobility Innovation (IMI) Program to create one of the nation's first rural, fully on-demand public transit system (hereinafter referred to as "PROJECT") which will involve testing and deploying technology to accommodate long-distance interzone trips; and

Whereas, the PROJECT will deploy cutting edge, on-demand technology that will require configuration for CUSTOMER's specific needs for utilization in the BRATS service area; and

Whereas, the PROJECT will require the technical services of a person or persons who possess a computer engineering degree, or who are considered to be computer engineers based on their technical knowledge or skill; and

Whereas, the requirements of the PROJECT are such that it is not possible to competitively bid out these professional services using technical specifications, and any specifications that could be generated would not be sufficiently definite to allow potential bidders to prepare bids intelligently or for the CUSTOMER to adequately compare the bids received; and

Whereas, the IMI Program permits applicants to name "Key Partners" who are essential to the project and allows for a noncompetitive award under the federal procurement requirements for the services provided by the Key Partners; and

Whereas, Via is an industry leader in mobility on demand ridesharing technology, whose team of software engineers and project managers has guided public and private partners around the world through complex mobility on demand transit software deployments, desires to partner with the CUSTOMER as a Key Partner on the Project to create one of the first fully on demand rural transit systems in the United States and provide access to the necessary technology for such a system ("Services"); and

Whereas, the CUSTOMER finds that the PROJECT requires essential professional computer and engineering services that meet one or more of the requirements of ALA. CODE § 41-16-51 which governs contracts for which competitive bidding is not required.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Via and CUSTOMER agree as follows:

1. Services. The CUSTOMER hereby retains, and VIA agrees to perform for the CUSTOMER, the Services including but not limited to, the Via Solution and the support and ongoing services as hereinafter set forth and as described in the Baldwin County Deployment Service Order, attached hereto as Exhibit A. VIA 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.

A. The Via Solution is comprised of driver and rider software applications (each, an "Application") and certain system management tools and may also include certain additional software, data, data feeds, or other content owned by and licensed from third parties. While all the Applications are cloud-based, certain of them are deployed via download to handheld mobile devices used by riders or drivers, while others are installed on devices field-deployed by Customer to personnel and vehicles.

B. Subject to the terms and conditions herein, VIA will provide the Services, as set forth herein and in the Baldwin County Deployment Service Order attached hereto as Exhibit A (the "Service Order"). The Services will include all related services, functions or responsibilities not specifically described in this Contract, but that are required or reasonably necessary for the proper performance of the Via Solution in connection with Customer's fully on-demand rural public transportation network that Customer intends to operate, for the benefit of prospective and actual riders, using vehicles, equipment and services (including telecommunications and/or dispatch equipment and services), personnel, routes and other infrastructure it owns or otherwise controls. VIA will grant CUSTOMER, access, and use rights for the specific Applications and deployment types identified in the Service Order attached hereto.

C. VIA shall provide ongoing communications with CUSTOMER regarding Services provided hereunder, including, but not limited to, regular updates, emails, calls and reports. Additionally, VIA will meet with CUSTOMER as needed or requested.

D. VIA is responsible for the professional quality, technical accuracy, timely completion and coordination of all Services furnished by or in relation to this Contract, per CUSTOMER's cooperation.

2. Representations of VIA. VIA is retained by the CUSTOMER as a professionally-qualified contractor and VIA represents and warrants as follows:

A. VIA represents and warrants to the CUSTOMER that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the Services described in this Contract and the Service Order attached hereto as Exhibit A and future service orders, if any.

B. VIA represents and warrants that its services shall be performed within the limits and standards provided by the CUSTOMER, 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.

C. VIA represents and warrants that VIA is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the Services. VIA further represents and warrants that it shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of Services.

D. VIA and CUSTOMER coordinated on the preparation of an application for participation in the IMI Program. The application package, attached hereto as Exhibit B, is incorporated herein by reference as documentation of VIA's representations regarding the Services hereunder.

E. The representations and warranties described above are a material inducement to the CUSTOMER in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the CUSTOMER's option.

3. Term. This Contract shall be effective for sixteen (16) months and shall be effective and commence immediately upon the same date as its full execution and shall terminate upon the expiration of sixteen (16) months thereafter unless terminated sooner as set forth in Paragraph 6 below. VIA and CUSTOMER may agree to renew the contract for up to three (3) additional one (1) year terms.

4. General Responsibilities of the CUSTOMER.

A. The CUSTOMER shall pay to VIA the compensation as, and subject to, the terms set out below.

B. Nothing in this Contract shall be construed as granting VIA any right or guarantee to be selected or exclusively retained to provide the Services to the County.

5. Ownership of Documents/Work. The CUSTOMER shall be the owner of all copyright and other intellectual property rights in reports, documents and all other deliverables produced and paid for under this Contract, including any derivative works thereof or improvements thereto (excluding, for the avoidance of doubt, VIA's pre-existing intellectual property and any derivatives of or improvements thereto), and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the CUSTOMER without payment of further consideration. VIA shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the Services, without the CUSTOMER's prior written consent, which may be withheld or granted in the sole discretion of the CUSTOMER.

For the avoidance of doubt, and notwithstanding anything to the contrary herein, no intellectual property will be conceived, created or furnished under this contract. All intellectual property rights in and to VIA's cloud-based solution (the "Via Solution") and all of its derivative works and improvements are owned by, and are proprietary to the Via, and no such rights are or shall be granted to or transferred to the CUSTOMER, other than the limited subscription, access and use rights to the Via Solution during the Term of this Agreement.

6. Termination of Contract. CUSTOMER or VIA may terminate this Contract upon the other party's material breach of the Contract provided that (a) the non-breaching party sends written notice to the breaching party describing the breach in reasonable detail; (b) the breaching party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching party sends a second written notice indicating its election to terminate this Contract. In the event of termination, the CUSTOMER shall pay VIA for Services satisfactorily rendered and for any expenses incurred pursuant to this Contract prior to the date of termination and reimbursable in accordance with the Service Order.

7. Compensation. The compensation to be paid to the VIA shall be as provided in this Contract, the Service Order and any future service orders. Said compensation shall be all inclusive of, including without limitation, reimbursement of all costs, incidentals and operating expenses associated with those directly engaged in performance of Services hereunder. Any and all additional expenditures

or expenses of VIA not listed in full within this Contract or the Service Order shall not be considered as a part of this Contract and shall not be demanded by VIA or paid by CUSTOMER.

VIA understands that CUSTUMER has received a Letter of No Prejudice from the Federal Transit Administration providing pre-award authority for CUSTOMER to begin work on the Project prior to the CUSTOMER's execution of a Cooperative Agreement with the Federal Transit Administration. CUSTUMER understands that compensation for work performed prior to the execution of the Cooperative Agreement is subject to the full execution of the Cooperative Agreement, and all applicable regulations regarding eligible expenses. If the Cooperative Agreement is not executed for any reason VIA will not receive any payment for any expenses incurred or any work performed under this Agreement or the attached Exhibit A. If any expense related to work under this Agreement or the attached Exhibit A is deemed ineligible for any reason, VIA will not receive payment for the ineligible expense.

8. Method of Payment. VIA shall submit invoices to the CUSTOMER for payment for work performed in accordance with the Service Order. Such invoice shall be accompanied by a detailed account of compensation to be paid to VIA. Payment shall be made by the CUSTOMER within thirty (30) days of the submission of the invoice by VIA. The CUSTOMER agrees to review and approve invoices submitted for payment in a timely manner.

9. Indemnification. VIA shall indemnify, defend and hold the CUSTOMER, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Paragraph as "CUSTOMER") 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, asserted against, or imposed upon CUSTOMER, as a result of the gross negligence or willful misconduct of VIA, its agents, representatives, employees, members, managers, or contractors (collectively referred to in this Paragraph as "VIA"), any breach by VIA of any applicable law, data security or privacy obligations arising from performance of this Contract, or any action or omission of VIA related to or arising out of any failure of VIA to perform its obligations under this Contract. This indemnification shall survive the expiration or termination of this Contract. Notwithstanding anything to the contrary herein, the liability of either party under this Contract, by reason of breach or otherwise, shall be limited to the amount of fees payable to VIA hereunder as set forth on Exhibit A attached hereto.

10. Insurance. Prior to performing Services pursuant to this Contract, VIA shall carry, with insurers satisfactory to CUSTOMER, 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 each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000.00, 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 of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the Services. All liability insurance shall name the CUSTOMER as an additional insured. Prior to commencing VIA's Services hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to CUSTOMER, shall be furnished to CUSTOMER, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to CUSTOMER in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against the CUSTOMER and its representatives. Should VIA 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, CUSTOMER may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold VIA in material default and pursue any and all remedies available.

For the avoidance of doubt, VIA will not provide insurance coverage for the operation of the CUSTOMER and its representatives of any vehicles.

11. No Exclusive Agreement Franchise. By executing this Contract, the CUSTOMER does not in any way grant VIA an exclusive agreement for Services or an exclusive franchise. VIA expressly acknowledges and agrees that the CUSTOMER may enter into agreements with other providers as deemed necessary by the CUSTOMER in its sole discretion.

12. Confidentiality. VIA acknowledges that in the course of providing its Services hereunder, VIA may become privy to valuable information of a confidential and proprietary nature relating to the CUSTOMER's activities. All information VIA becomes privy to as a result of this Contract should be treated as confidential and shall not be divulged by VIA to any third person or entity without the express written consent of the CUSTOMER.

13. Warranties. VIA warrants that: (i) from the effective date of this Contract until the expiry or termination of this Contract, its Services hereunder will comply in all material respects with this Contract and with the Service Order; (b) the Services will be carried out in a competent and professional manner; (c) it has, and shall continue to have, all rights, consents and authorizations necessary to enable it to perform the Services in accordance with the provisions of this Contract and the Service Order; (d) it has not included or used any open-source software in the Via Solution which would prevent the Customer from exercising use rights over the Via Solution as contemplated by this Contract or the Service Order; (e) the Via Solution is free from any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, in each case that would substantially impair its operation; and (f) to VIA's knowledge, there are currently no actions, suits or proceedings or regulatory investigations alleging the infringement of third-party intellectual property rights by VIA pending before any court or administrative body or arbitration tribunal that might adversely affect the ability of VIA to meet and carry out its obligations under this Contract. In the event the Services to be provided hereunder fail to perform as warranted in this Paragraph, VIA shall use commercially reasonable efforts to promptly correct any such failure of its Services hereunder.

14. Legal Compliance. VIA shall at all times comply with all applicable federal, state, and local laws and regulations.

15. Independent Contractor. VIA acknowledges that it is an independent contractor, and VIA shall at all times remain as such in performing Services under this Contract. VIA is not an employee, servant, partner, or agent of the CUSTOMER and has no authority, express or implied, to contract for or bind the CUSTOMER in any manner. The parties agree that VIA 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 Services, and that the CUSTOMER's interests herein are expressly limited to the results of VIA's Services. VIA is not entitled to unemployment insurance benefits, and VIA is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

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

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17. Notice. Any notice required herein shall be in writing, unless otherwise agreed by the parties in writing, and said notice shall be deemed effective when received at the following addresses:

VIA: Via Mobility, LLC
160 Varick Street
Floor 4
New York, NY 10013

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

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

19. Federal Clauses. VIA acknowledges that CUSTOMER is required to comply with certain federal requirements with respect to Federal Transit Administration funded programs. Attached hereto as Exhibit B is a list of additional Federal Clauses which are hereby expressly made a part of this Agreement. The parties agree that, in the event of an inconsistency between a provision contained in this Agreement and a provision contained in the Federal Clauses attached hereto as Exhibit B, then, to the extent such provision in Exhibit B is applicable to this particular FTA program (and unless otherwise set forth in this Clause 19), then the provision in Exhibit B shall govern. (and unless otherwise set forth in this Clause 19), then the provision in Exhibit B shall govern. Notwithstanding anything set forth in Exhibit B, Customer may terminate this Agreement for convenience only upon providing sixty (60) days prior written notice. For the avoidance of doubt, the parties acknowledge that the services provided by Via do not constitute experimental, developmental, or research work.

20. 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.

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

22. Governing Law, Venue and Jurisdiction: 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. Proper venue for any action arising under or related to this Contract shall lie in the Circuit Court of Baldwin County, Alabama.

23. Dispute. If any dispute arises under the terms and conditions of this Contract, the prevailing party in such dispute shall be entitled to reasonable attorney's fees and costs. Furthermore, VIA and CUSTOMER each agree and acknowledge this Contract has been mutually negotiated by both parties.

24. 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,

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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.

25. Entire Agreement. This Contract represents the entire and integrated agreement between CUSTOMER and VIA 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.

26. Failure to Strictly Enforce Performance. The failure of the CUSTOMER 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 VIA as constituting, a default or be construed as a waiver or relinquishment of the right of the CUSTOMER to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

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

NOTARY AND SIGNATURE PAGES TO FOLLOW

CUSTOMER:

Billie Jo Underwood 6/18/2020

BILLIE JO UNDERWOOD, Chairman /Date

ATTEST:

6/18/20

WAYNE DYESS, /Date
County Administrator

State of Alabama)

County of Baldwin)

I, Keri Green, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional 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 18th day of June, 2020.

Keri Green

Notary Public

My Commission Expires:_____

KERI GREEN
My Commission Expires
January 31, 2024

VIA:

VIA MOBILITY, LLC

DocuSigned by:
Erin Abrams / 6/17/2020
By Erin Abrams /Date
Its Manager

State of New York)
County of New York)

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

GIVEN under my hand and seal on this the 17 day of June 2020, 2020.

Notarized online using
audio-visual communication.

DocuSigned by:
Michael Frenkel
Notary Public
My Commission Expires: 11/25/2023

MICHAEL FRENKEL
Notary Public
New York County
State of New York
Commission Expires 11/25/2023

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EXHIBIT A
TO PROFESSIONAL SERVICES CONTRACT

BALDWIN COUNTY DEPLOYMENT SERVICE ORDER

1. *Purpose; Scope*

By this service order (the "**Order**"), Via Mobility LLC, a Delaware limited liability company with its principal office located at 160 Varick Street, Floor 4, New York, New York 10013 ("**Via**"), and Baldwin County ("**Customer**") agree to collaborate towards the operation by Customer of a deployment of an on-demand shared ride service (the "**Deployment**") in a geographic area in Baldwin County, Alabama.

The Deployment will be based on Customer's successful grant application to the Federal Transit Administration's (FTA) Integrated Mobility Innovation (IMI) Program. For purposes of the Deployment, Via will provide (in accordance with and subject to the Terms):

(a) The use of the standard Via Solution, which is comprised of the following:

Technology	Description
Rider Application	Downloadable co-branded rider iOS and Android apps which allow riders to book on-demand and pre-scheduled shared rides, with distinct service parameters depending on trip origin or destination. The app will be co-branded as "Powered by Via" in a prominently displayed banner headlined by the Customer name/logo.
Driver Application	Downloadable driver iOS and Android application that directs the driver turn by turn.
Backend Administration Tools	Cloud-accessed dispatch, monitoring and customer service tools that allow Customer to run the on-demand and prescheduled shared ride service.
Analytics Tools and Reporting	As described in the Data Sharing Appendix 1;
Ongoing Technical, Operational and Marketing Support	As described in 1.(b), Support Services;

(b) The following Support Services:

i. Installation Services until up to four weeks after launch of the Deployment:

Installation Services	Description*

Localization for new city	Build detailed map, input traffic model, define service zone, including pickup and drop-off points; update rider and/driver apps; localize dynamic vehicle routing and real-time passenger aggregation algorithm; configure backend (billing, payment, and database);
Testing and quality assurance	Remote and on-the-ground testing of all Via systems before launch
Assist with development of launch model	Assist Customer to build a launch plan and customer acquisition strategy
Train local personnel and oversee launch	Provide instruction for drivers, dispatchers, and managers on Via's best practices; onsite and remote launch support (travel costs excluded)

Additional configuration	As included in Customer's IMI grant application, Via will provide additional configuration support to ensure a successful deployment. This includes:
	• Establishment of distinct service zones in major population centers within Customer's deployment zone, enabling three distinct trip types:
	  ○ Intrazone: Trips entirely within one of the high-density zones
	  ○ Interzone: Trips to and from any of the high-density zones
	  ○ Outer-zone: Trips starting/ending in one of the high-density zones to an area outside of the zone, but within Baldwin County
	• Algorithm configuration to establish separate service parameters
	• Vehicle tag configuration to support distinct trip logic

* Customer shall reimburse all travel expenses of Via personnel for purposes of the Deployment. Installation-related services described above will initially be performed remotely, and pending safe travel conditions, in person by Via personnel for a limited period around the time of launch. Thereafter, services will continue to be performed remotely as applicable, provided that Via personnel can be sent to Customer's location for additional trips upon reasonable request.

Due to the outbreak of COVID-19 in the United States as of the time of this contract, any on the ground support will be contingent on safe travel to and from Customer service area.

ii. Ongoing Services following the fourth week after launch of the Deployment, which are included in the Fees up to the amounts set forth below:

Ongoing Services	**Description**	**Amount**
Operational Support and System Adjustments	• **Virtual bus stop architecture and map maintenance:** quality assurance and update of optimal pickup points • **Fleet optimization and essential service adjustments:** adjustments to dynamic and	Up to 10 hours/month

	predictive routing algorithm	
Expert Consulting Services	• **Marketing and growth:** Including help setting up complex promotions, review and assistance for third-party marketing tools included in Via's marketing tech stack, as applicable • **Operations:** Including supply optimization analysis, payment & fraud investigation, and business case/unit economics analysis • **Service expansion:** Including feasibility analysis for expansions in service or additional on-demand projects	Up to 5 hours/month
Ridership Operations Consulting	Analysis of ridership trends across different zones and during different timeframes. Analysis of riders sensitivity to wait times, walking distances, and price. Assistance developing pricing schemes, referral promotions, pass offers to incentivize ridership Optimization of algorithmic parameters to better match supply to demand by geography and time of day	Up to 10 hours in the Initial Term, conditional on a signature of this document by June 30th, 2020
Data Sharing	As set forth in Appendix 1	No maximum
Automatic product upgrades	Via will continuously improve the software platform for this service based on data analytics and lessons learned across all of Via's global deployments. Via will regularly upgrade systems to improve the product in response to service performance metrics and user feedback across all Via deployments. Via's technology team continuously updates and maintains the software; Customer will not need to install updates or pay additional fees for system maintenance.	No maximum
Cloud hosting and third-party tools	Amazon Web Services, Twilio, analytics and communications software tools (excluding third party payment processor)	No maximum
Tech Support and Maintenance**	Dedicated customer success Via point of contact will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for	No maximum

	alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance both during and outside of the normal hours set forth above.	

Via will use commercially reasonable efforts to notify Customer if Customer is within 1 hour of exceeding capped hourly limit on Product Maintenance and/or Consulting Services.

** At the start of the project, Via will direct Customer towards the relevant CRM tools to log requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. If the request is for an additional feature, it will be subject to the "additional features" costs and timeline as set forth below.

iii. If applicable, the following Additional Services in accordance with the Terms for the following additional Fees:

Additional Services	**Description**	**Rate**
Zone Changes	Changes or expansions to the Deployment zone, or additional zone locations	$200/hour
Additional Features	Add access to powerful features, including a web-based booking portal, corporate account management dashboards, linkage to fixed route bus and train lines, and integration into third party travel planners and payment service providers	Per feature access fees available upon request;
Operational Support and System Adjustments	Additional support beyond the 10 hours/month capped rate specified above	$165/person/ hour
Expert Consulting Services	Additional support beyond the 5 hours/month capped rate specified above	$200/person/ hour

In accordance with the Terms, all fees set forth herein are exclusive of any applicable taxes, and are payable within thirty (30) days of receipt of invoice. All fees are shown in US dollars.

Customer will operate and manage the Deployment as set forth in the Terms, cooperate with Via in all respects and support Via's team by providing any useful local insights. Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via's inquiries, in order to meet mutually agreed upon deadlines.

2. ***Duration***

The duration of the Deployment shall last until the last day of the calendar month during which a period of 12 months following launch expires (the "**Initial Term**"), subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

3. *Fees*

Customer shall pay to Via the following Fees:

Fee Category	Amount	Invoicing Terms
Installation Fee	$110,000	
Via In-Kind Contribution for Federal IMI Grant	$22,000	
Installation Fee (with In-Kind)	$88,000	
• First installment	50% ($44,000)	Payable upon signing of this Order
• Second installment	50% ($44,000)	Payable upon launch of the Deployment
Monthly Fees	$216,000 (minimum for 12 months)	
Via In-Kind Contribution for Federal IMI Grant	$18,000	
Monthly Fees (with In-Kind)	$198,000 (minimum for 12 months)	
• Per-Vehicle Fees	$16,500 minimum per calendar month, with a minimum of $550 per vehicle per month (i.e., 30-vehicles)	Invoiced monthly by Via
Total for 12 months	$286,000 (minimum excluding additional vehicles, Fees for any Additional Services, and travel expenses)	

For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be pro-rated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.

The above fees do not include any fees owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

4. *Branding*

The Deployment will be branded as BRATS On-Demand powered by Via. The "powered by Via" banner must be used only in the exact format provided by Via, and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

5. *Marketing and Communications Planning and Execution*

Customer will maintain a high level of communication across its own Marketing and Communications/Public Relations teams, and the corresponding Via teams.

Customer and Via will work together in good faith on press announcements relating to the Deployment. This will include a joint press release to be reviewed and approved by both parties in advance of launch and/or service announcements. In the event it receives any inbound press reach out relating to the Deployment, Customer will notify Via if it has spoken to or will be speaking to media. Customer will direct any questions specifically about Via or the Via Solution directly to the Via Press Office.

Customer shall work collaborate with Via in good faith toward the creation by Via of case study relating to the Deployment, including by providing relevant information and quotes from relevant personnel within four (4) months of the launch date.

6. ***Relationship Managers***

- Via: Jason Starr; additional Expansion Team members designated by Via (the "**Via Manager**")
- Customer: Matthew Brown (the "**Customer Manager**")

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Appendix 1 to Exhibit A, Service Order

Data Sharing

Authorized Users - Contract

The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Solution and Deployment data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

Exhibit 1.

Core Team	
Title	Name
Director of Transportation	Matthew Brown
Operations Manager	Kathy Weeks
Fleet and Driver Manager	Ron Steward
Bookkeeper (NTD technician)	Tiffany Givens

Authorized Operators

Customer may not provide access to the Via Solution to any third party except with Via's prior written consent. In the event that Customer wishes to engage a third-party operator ("Operator") to operate the Deployment, Customer shall provide to Via a copy of an Operator Acknowledgement Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via's allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the aforementioned Operator Acknowledgement Form.

Data Sharing Plan - Appendix

As part of the Deployment, Via will make below data available to members of the Customer's Core Team, for the purpose of research and program evaluation. The data to be shared will be uploaded to a Tableau server and protected by Via's VPN. Each of the individuals listed as members of the Core Team will be provided their own VPN credentials and team credentials for access to Tableau. Access to the Tableau server will be available through the VPN only and might require appropriate software to connect. Underlying data may not be shared through any other method. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms.

To protect Via's intellectual property and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated Tableau reports that will be provided for Customer's access. These reports will be refreshed daily. The reports are aggregated, deidentified and do not include any personal information of Riders.

In addition to the data outlined in this appendix, per the requirements for Federal IMI grant awardees, data under this service will be subject to a Data Management Plan (DMP), which Via and Customer will finalize in partnership with the Federal Transit Administration (FTA).

STANDARD REPORTING SET	
Data Point	**Level of Detail**

rider ID	per request
ride ID	per request
request date + time	per request and truncated to minute
request origin lat/long	per request and truncated to 3rd decimal
request destination lat/long	per request and truncated to 3rd decimal
pickup date + time	per request and truncated to minute
dropoff date + time	per request and truncated to minute
WAV	per request
number of riders per request	per request
ride distance (miles)	per request
ride duration (minutes)	per request
ride rating	per request
fare paid	per request
ride status (completed, no-showed, cancelled, not accepted, seat unavailable, out of zone, or out of hours)	per request
completed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
no-showed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
cancelled rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA<5min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA between 5 and 10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA>10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
seat unavailable requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)

out of zone requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
out of hours requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
sessionized requests	daily, weekly, monthly and avg. per hour
utilization	hourly, daily, weekly and monthly
ETA (waiting time) (minutes)	per request, daily, weekly, monthly and avg. per hour
ETA error (lateness) (minutes)	daily, weekly and monthly
avg. walking distance to pickup (meters)	daily, weekly and monthly
supply hours	daily, weekly, monthly and avg. per hour
unique riders	daily, weekly and monthly
new unique riders (for the period selected)	daily, weekly and monthly
rider signups	daily, weekly, monthly and aggregated by date range selected
riders with no requests made	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with no ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 1 and 2 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 3 to 5 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 6 to 10 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 10+ rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with at least one ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)

Exhibit B - Federal Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Governmentfinanced international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation – Applicability – All Contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over $150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the
contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air – Applicability – All contracts over $150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties – Applicability – All contracts except micropurchases ($10,000 or less, except for construction contracts over $2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.
If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.
Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make
an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or

termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over $25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," https:// www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the
Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)
The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)
The following requirements apply to the underlying contract:
The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding $250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over $250,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data - Contracts involving experimental, developmental, or research work ($10,000 or less, except for construction contracts over $2,000).
Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable:

(a) Invention,

(b) Improvement, or

(c) Discovery,

(2) The Federal Government's rights arise when the patent or patentable information is:

(a) Conceived under the Project, or

(b) Reduced to practice under the Project, and

(3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to:

(a) Notify FTA immediately, and

(b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and

(2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information:

(1) Copyright. Whether or not copyrighted, and

(2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data":

(1) Include, but are not limited to:
(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but

(2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but

(2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable,

(2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that:

(1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,

(2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,

(3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,

(4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,

(5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but

(6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

(1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties,

2 The Federal Government's employees acting within the scope of their official duties, and

3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:

(1) Implies a license to the Federal Government under any patent, or

(2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

(1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and

(2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another applicable Federal law requiring access to Project records,

(3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over $10,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micropurchases $10,000 or less, (except for construction contracts over $2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOTrequired contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. $ 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. $ 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent

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organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

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Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Erin Abrams , Manager hereby certify
(Name and title of official)

On behalf of Via Mobility LLC that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: Via Mobility LLC

Type or print name: Erin Abrams

Signature of authorized representative: DocuSigned by: Erin Abrams F89ED8502754FA... Date / / 6/17/2020

Signature of notary and SEAL: DocuSigned by: Michael Frenkel 9872086447E419...

Notarized online using
audio-visual communication.

MICHAEL FRENKEL
Notary Public
New York County
State of New York
Commission Expires 11/25/2023

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Via Mobility LLC

Signature of Authorized Official: DocuSigned by: Erin Abrams F89EDB5082754FA Date 6/17/2020

Name and Title of Contractor's Authorized Official: Erin Abrams, Manager

DocuSign Envelope ID: 46D7BA63-9178-46AF-89F7-BA6A63C7B28B

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Erin Abrams , Manager hereby certify
(Name and title of official)

On behalf of Via Mobility LLC that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: Via Mobility LLC

Type or print name: Erin Abrams

Signature of authorized representative: DocuSigned by: Erin Abrams F89EDB5092754FA... Date / / 6/17/2020

Signature of notary and SEAL: DocuSigned by: Michael Frenkel 887206844F2E419...

Notarized online using
audio-visual communication.

MICHAEL FRENKEL
Notary Public
New York County
State of New York
Commission Expires 11/25/2023

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Via Mobility LLC

Signature of Authorized Official: DocuSigned by: Erin Abrams FB9EDB502754FA... Date 6/17/2020

Name and Title of Contractor's Authorized Official: Erin Abrams, Manager

DocuSign Envelope ID: 46D7BA63-9178-46AF-89F7-BA6A63C7B28B

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This CONTRACT FOR PROFESSIONAL SERVICES (the "Contract") is made and entered into by and between Baldwin County, Alabama, acting by and through its governing body, the Baldwin County Commission (hereinafter, "CUSTOMER"), and Via Mobility, LLC, a Delaware limited liability company with its principal office located at 160 Varick Street, Floor 4, New York, New York 10013 (hereinafter, "VIA").

WITNESSETH:

Whereas, the CUSTOMER manages the Baldwin Regional Area Transit System (BRATS), which is a federally funded public transportation provider; and

Whereas, the CUSTOMER was awarded funding from the Federal Transit Administration (FTA) for participation in the Integrated Mobility Innovation (IMI) Program to create one of the nation's first rural, fully on-demand public transit system (hereinafter referred to as "PROJECT") which will involve testing and deploying technology to accommodate long-distance interzone trips; and

Whereas, the PROJECT will deploy cutting edge, on-demand technology that will require configuration for CUSTOMER's specific needs for utilization in the BRATS service area; and

Whereas, the PROJECT will require the technical services of a person or persons who possess a computer engineering degree, or who are considered to be computer engineers based on their technical knowledge or skill; and

Whereas, the requirements of the PROJECT are such that it is not possible to competitively bid out these professional services using technical specifications, and any specifications that could be generated would not be sufficiently definite to allow potential bidders to prepare bids intelligently or for the CUSTOMER to adequately compare the bids received; and

Whereas, the IMI Program permits applicants to name "Key Partners" who are essential to the project and allows for a noncompetitive award under the federal procurement requirements for the services provided by the Key Partners; and

Whereas, Via is an industry leader in mobility on demand ridesharing technology, whose team of software engineers and project managers has guided public and private partners around the world through complex mobility on demand transit software deployments, desires to partner with the CUSTOMER as a Key Partner on the Project to create one of the first fully on demand rural transit systems in the United States and provide access to the necessary technology for such a system ("Services"); and

Whereas, the CUSTOMER finds that the PROJECT requires essential professional computer and engineering services that meet one or more of the requirements of ALA. CODE § 41-16-51 which governs contracts for which competitive bidding is not required.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Via and CUSTOMER agree as follows:

1. Services. The CUSTOMER hereby retains, and VIA agrees to perform for the CUSTOMER, the Services including but not limited to, the Via Solution and the support and ongoing services as hereinafter set forth and as described in the Baldwin County Deployment Service Order, attached hereto as Exhibit A. VIA 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.

A. The Via Solution is comprised of driver and rider software applications (each, an "Application") and certain system management tools and may also include certain additional software, data, data feeds, or other content owned by and licensed from third parties. While all the Applications are cloud-based, certain of them are deployed via download to handheld mobile devices used by riders or drivers, while others are installed on devices field-deployed by Customer to personnel and vehicles.

B. Subject to the terms and conditions herein, VIA will provide the Services, as set forth herein and in the Baldwin County Deployment Service Order attached hereto as Exhibit A (the "Service Order"). The Services will include all related services, functions or responsibilities not specifically described in this Contract, but that are required or reasonably necessary for the proper performance of the Via Solution in connection with Customer's fully on-demand rural public transportation network that Customer intends to operate, for the benefit of prospective and actual riders, using vehicles, equipment and services (including telecommunications and/or dispatch equipment and services), personnel, routes and other infrastructure it owns or otherwise controls. VIA will grant CUSTOMER, access, and use rights for the specific Applications and deployment types identified in the Service Order attached hereto.

C. VIA shall provide ongoing communications with CUSTOMER regarding Services provided hereunder, including, but not limited to, regular updates, emails, calls and reports. Additionally, VIA will meet with CUSTOMER as needed or requested.

D. VIA is responsible for the professional quality, technical accuracy, timely completion and coordination of all Services furnished by or in relation to this Contract, per CUSTOMER's cooperation.

2. Representations of VIA. VIA is retained by the CUSTOMER as a professionally-qualified contractor and VIA represents and warrants as follows:

A. VIA represents and warrants to the CUSTOMER that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the Services described in this Contract and the Service Order attached hereto as Exhibit A and future service orders, if any.

B. VIA represents and warrants that its services shall be performed within the limits and standards provided by the CUSTOMER, 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.

C. VIA represents and warrants that VIA is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the Services. VIA further represents and warrants that it shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of Services.

D. VIA and CUSTOMER coordinated on the preparation of an application for participation in the IMI Program. The application package, attached hereto as Exhibit B, is incorporated herein by reference as documentation of VIA's representations regarding the Services hereunder.

E. The representations and warranties described above are a material inducement to the CUSTOMER in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the CUSTOMER's option.

3. Term. This Contract shall be effective for sixteen (16) months and shall be effective and commence immediately upon the same date as its full execution and shall terminate upon the expiration of sixteen (16) months thereafter unless terminated sooner as set forth in Paragraph 6 below. VIA and CUSTOMER may agree to renew the contract for up to three (3) additional one (1) year terms.

4. General Responsibilities of the CUSTOMER.

A. The CUSTOMER shall pay to VIA the compensation as, and subject to, the terms set out below.

B. Nothing in this Contract shall be construed as granting VIA any right or guarantee to be selected or exclusively retained to provide the Services to the County.

5. Ownership of Documents/Work. The CUSTOMER shall be the owner of all copyright and other intellectual property rights in reports, documents and all other deliverables produced and paid for under this Contract, including any derivative works thereof or improvements thereto (excluding, for the avoidance of doubt, VIA's pre-existing intellectual property and any derivatives of or improvements thereto), and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the CUSTOMER without payment of further consideration. VIA shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the Services, without the CUSTOMER's prior written consent, which may be withheld or granted in the sole discretion of the CUSTOMER.

For the avoidance of doubt, and notwithstanding anything to the contrary herein, no intellectual property will be conceived, created or furnished under this contract. All intellectual property rights in and to VIA's cloud-based solution (the "Via Solution") and all of its derivative works and improvements are owned by, and are proprietary to the Via, and no such rights are or shall be granted to or transferred to the CUSTOMER, other than the limited subscription, access and use rights to the Via Solution during the Term of this Agreement.

6. Termination of Contract. CUSTOMER or VIA may terminate this Contract upon the other party's material breach of the Contract provided that (a) the non-breaching party sends written notice to the breaching party describing the breach in reasonable detail; (b) the breaching party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching party sends a second written notice indicating its election to terminate this Contract. In the event of termination, the CUSTOMER shall pay VIA for Services satisfactorily rendered and for any expenses incurred pursuant to this Contract prior to the date of termination and reimbursable in accordance with the Service Order.

7. Compensation. The compensation to be paid to the VIA shall be as provided in this Contract, the Service Order and any future service orders. Said compensation shall be all inclusive of, including without limitation, reimbursement of all costs, incidentals and operating expenses associated with those directly engaged in performance of Services hereunder. Any and all additional expenditures

or expenses of VIA not listed in full within this Contract or the Service Order shall not be considered as a part of this Contract and shall not be demanded by VIA or paid by CUSTOMER.

VIA understands that CUSTUMER has received a Letter of No Prejudice from the Federal Transit Administration providing pre-award authority for CUSTOMER to begin work on the Project prior to the CUSTOMER's execution of a Cooperative Agreement with the Federal Transit Administration. CUSTUMER understands that compensation for work performed prior to the execution of the Cooperative Agreement is subject to the full execution of the Cooperative Agreement, and all applicable regulations regarding eligible expenses. If the Cooperative Agreement is not executed for any reason VIA will not receive any payment for any expenses incurred or any work performed under this Agreement or the attached Exhibit A. If any expense related to work under this Agreement or the attached Exhibit A is deemed ineligible for any reason, VIA will not receive payment for the ineligible expense.

8. Method of Payment. VIA shall submit invoices to the CUSTOMER for payment for work performed in accordance with the Service Order. Such invoice shall be accompanied by a detailed account of compensation to be paid to VIA. Payment shall be made by the CUSTOMER within thirty (30) days of the submission of the invoice by VIA. The CUSTOMER agrees to review and approve invoices submitted for payment in a timely manner.

9. Indemnification. VIA shall indemnify, defend and hold the CUSTOMER, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Paragraph as "CUSTOMER") 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, asserted against, or imposed upon CUSTOMER, as a result of the gross negligence or willful misconduct of VIA, its agents, representatives, employees, members, managers, or contractors (collectively referred to in this Paragraph as "VIA"), any breach by VIA of any applicable law, data security or privacy obligations arising from performance of this Contract, or any action or omission of VIA related to or arising out of any failure of VIA to perform its obligations under this Contract. This indemnification shall survive the expiration or termination of this Contract. Notwithstanding anything to the contrary herein, the liability of either party under this Contract, by reason of breach or otherwise, shall be limited to the amount of fees payable to VIA hereunder as set forth on Exhibit A attached hereto.

10. Insurance. Prior to performing Services pursuant to this Contract, VIA shall carry, with insurers satisfactory to CUSTOMER, 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 each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000.00, 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 of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the Services. All liability insurance shall name the CUSTOMER as an additional insured. Prior to commencing VIA's Services hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to CUSTOMER, shall be furnished to CUSTOMER, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to CUSTOMER in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against the CUSTOMER and its representatives. Should VIA 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, CUSTOMER may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold VIA in material default and pursue any and all remedies available.

For the avoidance of doubt, VIA will not provide insurance coverage for the operation of the CUSTOMER and its representatives of any vehicles.

11. No Exclusive Agreement Franchise. By executing this Contract, the CUSTOMER does not in any way grant VIA an exclusive agreement for Services or an exclusive franchise. VIA expressly acknowledges and agrees that the CUSTOMER may enter into agreements with other providers as deemed necessary by the CUSTOMER in its sole discretion.

12. Confidentiality. VIA acknowledges that in the course of providing its Services hereunder, VIA may become privy to valuable information of a confidential and proprietary nature relating to the CUSTOMER's activities. All information VIA becomes privy to as a result of this Contract should be treated as confidential and shall not be divulged by VIA to any third person or entity without the express written consent of the CUSTOMER.

13. Warranties. VIA warrants that: (i) from the effective date of this Contract until the expiry or termination of this Contract, its Services hereunder will comply in all material respects with this Contract and with the Service Order; (b) the Services will be carried out in a competent and professional manner; (c) it has, and shall continue to have, all rights, consents and authorizations necessary to enable it to perform the Services in accordance with the provisions of this Contract and the Service Order; (d) it has not included or used any open-source software in the Via Solution which would prevent the Customer from exercising use rights over the Via Solution as contemplated by this Contract or the Service Order; (e) the Via Solution is free from any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, in each case that would substantially impair its operation; and (f) to VIA's knowledge, there are currently no actions, suits or proceedings or regulatory investigations alleging the infringement of third-party intellectual property rights by VIA pending before any court or administrative body or arbitration tribunal that might adversely affect the ability of VIA to meet and carry out its obligations under this Contract. In the event the Services to be provided hereunder fail to perform as warranted in this Paragraph, VIA shall use commercially reasonable efforts to promptly correct any such failure of its Services hereunder.

14. Legal Compliance. VIA shall at all times comply with all applicable federal, state, and local laws and regulations.

15. Independent Contractor. VIA acknowledges that it is an independent contractor, and VIA shall at all times remain as such in performing Services under this Contract. VIA is not an employee, servant, partner, or agent of the CUSTOMER and has no authority, express or implied, to contract for or bind the CUSTOMER in any manner. The parties agree that VIA 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 Services, and that the CUSTOMER's interests herein are expressly limited to the results of VIA's Services. VIA is not entitled to unemployment insurance benefits, and VIA is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

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

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17. Notice. Any notice required herein shall be in writing, unless otherwise agreed by the parties in writing, and said notice shall be deemed effective when received at the following addresses:

VIA: Via Mobility, LLC
160 Varick Street
Floor 4
New York, NY 10013

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

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

19. Federal Clauses. VIA acknowledges that CUSTOMER is required to comply with certain federal requirements with respect to Federal Transit Administration funded programs. Attached hereto as Exhibit B is a list of additional Federal Clauses which are hereby expressly made a part of this Agreement. The parties agree that, in the event of an inconsistency between a provision contained in this Agreement and a provision contained in the Federal Clauses attached hereto as Exhibit B, then, to the extent such provision in Exhibit B is applicable to this particular FTA program (and unless otherwise set forth in this Clause 19), then the provision in Exhibit B shall govern. (and unless otherwise set forth in this Clause 19), then the provision in Exhibit B shall govern. Notwithstanding anything set forth in Exhibit B, Customer may terminate this Agreement for convenience only upon providing sixty (60) days prior written notice. For the avoidance of doubt, the parties acknowledge that the services provided by Via do not constitute experimental, developmental, or research work.

20. 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.

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

22. Governing Law, Venue and Jurisdiction: 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. Proper venue for any action arising under or related to this Contract shall lie in the Circuit Court of Baldwin County, Alabama.

23. Dispute. If any dispute arises under the terms and conditions of this Contract, the prevailing party in such dispute shall be entitled to reasonable attorney's fees and costs. Furthermore, VIA and CUSTOMER each agree and acknowledge this Contract has been mutually negotiated by both parties.

24. 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,

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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.

25. Entire Agreement. This Contract represents the entire and integrated agreement between CUSTOMER and VIA 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.

26. Failure to Strictly Enforce Performance. The failure of the CUSTOMER 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 VIA as constituting, a default or be construed as a waiver or relinquishment of the right of the CUSTOMER to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

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

NOTARY AND SIGNATURE PAGES TO FOLLOW

CUSTOMER:

Billie Jo Underwood 6/18/2020

BILLIE JO UNDERWOOD, Chairman /Date

ATTEST:

6/18/20

WAYNE DYESS, /Date
County Administrator

State of Alabama)

County of Baldwin)

I, Keri Green, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional 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 18th day of June, 2020.

Keri Green

Notary Public

My Commission Expires:_____

KERI GREEN
My Commission Expires
January 31, 2024

VIA:

VIA MOBILITY, LLC

DocuSigned by:
Erin Abrams / 6/17/2020
By Erin Abrams /Date
Its Manager

State of New York)
County of New York)

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

GIVEN under my hand and seal on this the 17 day of June 2020, 2020.

Notarized online using
audio-visual communication.

DocuSigned by:
Michael Frenkel
Notary Public
My Commission Expires: 11/25/2023

MICHAEL FRENKEL
Notary Public
New York County
State of New York
Commission Expires 11/25/2023

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EXHIBIT A
TO PROFESSIONAL SERVICES CONTRACT

BALDWIN COUNTY DEPLOYMENT SERVICE ORDER

1. *Purpose; Scope*

By this service order (the "**Order**"), Via Mobility LLC, a Delaware limited liability company with its principal office located at 160 Varick Street, Floor 4, New York, New York 10013 ("**Via**"), and Baldwin County ("**Customer**") agree to collaborate towards the operation by Customer of a deployment of an on-demand shared ride service (the "**Deployment**") in a geographic area in Baldwin County, Alabama.

The Deployment will be based on Customer's successful grant application to the Federal Transit Administration's (FTA) Integrated Mobility Innovation (IMI) Program. For purposes of the Deployment, Via will provide (in accordance with and subject to the Terms):

(a) The use of the standard Via Solution, which is comprised of the following:

Technology	Description
Rider Application	Downloadable co-branded rider iOS and Android apps which allow riders to book on-demand and pre-scheduled shared rides, with distinct service parameters depending on trip origin or destination. The app will be co-branded as "Powered by Via" in a prominently displayed banner headlined by the Customer name/logo.
Driver Application	Downloadable driver iOS and Android application that directs the driver turn by turn.
Backend Administration Tools	Cloud-accessed dispatch, monitoring and customer service tools that allow Customer to run the on-demand and prescheduled shared ride service.
Analytics Tools and Reporting	As described in the Data Sharing Appendix 1;
Ongoing Technical, Operational and Marketing Support	As described in 1.(b), Support Services;

(b) The following Support Services:

i. Installation Services until up to four weeks after launch of the Deployment:

Installation Services	Description*

Localization for new city	Build detailed map, input traffic model, define service zone, including pickup and drop-off points; update rider and/driver apps; localize dynamic vehicle routing and real-time passenger aggregation algorithm; configure backend (billing, payment, and database);
Testing and quality assurance	Remote and on-the-ground testing of all Via systems before launch
Assist with development of launch model	Assist Customer to build a launch plan and customer acquisition strategy
Train local personnel and oversee launch	Provide instruction for drivers, dispatchers, and managers on Via's best practices; onsite and remote launch support (travel costs excluded)

Additional configuration	As included in Customer's IMI grant application, Via will provide additional configuration support to ensure a successful deployment. This includes:
	• Establishment of distinct service zones in major population centers within Customer's deployment zone, enabling three distinct trip types:
	  ○ Intrazone: Trips entirely within one of the high-density zones
	  ○ Interzone: Trips to and from any of the high-density zones
	  ○ Outer-zone: Trips starting/ending in one of the high-density zones to an area outside of the zone, but within Baldwin County
	• Algorithm configuration to establish separate service parameters
	• Vehicle tag configuration to support distinct trip logic

* Customer shall reimburse all travel expenses of Via personnel for purposes of the Deployment. Installation-related services described above will initially be performed remotely, and pending safe travel conditions, in person by Via personnel for a limited period around the time of launch. Thereafter, services will continue to be performed remotely as applicable, provided that Via personnel can be sent to Customer's location for additional trips upon reasonable request.

Due to the outbreak of COVID-19 in the United States as of the time of this contract, any on the ground support will be contingent on safe travel to and from Customer service area.

ii. Ongoing Services following the fourth week after launch of the Deployment, which are included in the Fees up to the amounts set forth below:

Ongoing Services	**Description**	**Amount**
Operational Support and System Adjustments	• **Virtual bus stop architecture and map maintenance:** quality assurance and update of optimal pickup points • **Fleet optimization and essential service adjustments:** adjustments to dynamic and	Up to 10 hours/month

	predictive routing algorithm	
Expert Consulting Services	• **Marketing and growth:** Including help setting up complex promotions, review and assistance for third-party marketing tools included in Via's marketing tech stack, as applicable • **Operations:** Including supply optimization analysis, payment & fraud investigation, and business case/unit economics analysis • **Service expansion:** Including feasibility analysis for expansions in service or additional on-demand projects	Up to 5 hours/month
Ridership Operations Consulting	Analysis of ridership trends across different zones and during different timeframes. Analysis of riders sensitivity to wait times, walking distances, and price. Assistance developing pricing schemes, referral promotions, pass offers to incentivize ridership Optimization of algorithmic parameters to better match supply to demand by geography and time of day	Up to 10 hours in the Initial Term, conditional on a signature of this document by June 30th, 2020
Data Sharing	As set forth in Appendix 1	No maximum
Automatic product upgrades	Via will continuously improve the software platform for this service based on data analytics and lessons learned across all of Via's global deployments. Via will regularly upgrade systems to improve the product in response to service performance metrics and user feedback across all Via deployments. Via's technology team continuously updates and maintains the software; Customer will not need to install updates or pay additional fees for system maintenance.	No maximum
Cloud hosting and third-party tools	Amazon Web Services, Twilio, analytics and communications software tools (excluding third party payment processor)	No maximum
Tech Support and Maintenance**	Dedicated customer success Via point of contact will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for	No maximum

	alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance both during and outside of the normal hours set forth above.	

Via will use commercially reasonable efforts to notify Customer if Customer is within 1 hour of exceeding capped hourly limit on Product Maintenance and/or Consulting Services.

** At the start of the project, Via will direct Customer towards the relevant CRM tools to log requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. If the request is for an additional feature, it will be subject to the "additional features" costs and timeline as set forth below.

iii. If applicable, the following Additional Services in accordance with the Terms for the following additional Fees:

Additional Services	**Description**	**Rate**
Zone Changes	Changes or expansions to the Deployment zone, or additional zone locations	$200/hour
Additional Features	Add access to powerful features, including a web-based booking portal, corporate account management dashboards, linkage to fixed route bus and train lines, and integration into third party travel planners and payment service providers	Per feature access fees available upon request;
Operational Support and System Adjustments	Additional support beyond the 10 hours/month capped rate specified above	$165/person/ hour
Expert Consulting Services	Additional support beyond the 5 hours/month capped rate specified above	$200/person/ hour

In accordance with the Terms, all fees set forth herein are exclusive of any applicable taxes, and are payable within thirty (30) days of receipt of invoice. All fees are shown in US dollars.

Customer will operate and manage the Deployment as set forth in the Terms, cooperate with Via in all respects and support Via's team by providing any useful local insights. Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via's inquiries, in order to meet mutually agreed upon deadlines.

2. ***Duration***

The duration of the Deployment shall last until the last day of the calendar month during which a period of 12 months following launch expires (the "**Initial Term**"), subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

3. *Fees*

Customer shall pay to Via the following Fees:

Fee Category	Amount	Invoicing Terms
Installation Fee	$110,000	
Via In-Kind Contribution for Federal IMI Grant	$22,000	
Installation Fee (with In-Kind)	$88,000	
• First installment	50% ($44,000)	Payable upon signing of this Order
• Second installment	50% ($44,000)	Payable upon launch of the Deployment
Monthly Fees	$216,000 (minimum for 12 months)	
Via In-Kind Contribution for Federal IMI Grant	$18,000	
Monthly Fees (with In-Kind)	$198,000 (minimum for 12 months)	
• Per-Vehicle Fees	$16,500 minimum per calendar month, with a minimum of $550 per vehicle per month (i.e., 30-vehicles)	Invoiced monthly by Via
Total for 12 months	$286,000 (minimum excluding additional vehicles, Fees for any Additional Services, and travel expenses)	

For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be pro-rated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.

The above fees do not include any fees owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

4. *Branding*

The Deployment will be branded as BRATS On-Demand powered by Via. The "powered by Via" banner must be used only in the exact format provided by Via, and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

5. *Marketing and Communications Planning and Execution*

Customer will maintain a high level of communication across its own Marketing and Communications/Public Relations teams, and the corresponding Via teams.

Customer and Via will work together in good faith on press announcements relating to the Deployment. This will include a joint press release to be reviewed and approved by both parties in advance of launch and/or service announcements. In the event it receives any inbound press reach out relating to the Deployment, Customer will notify Via if it has spoken to or will be speaking to media. Customer will direct any questions specifically about Via or the Via Solution directly to the Via Press Office.

Customer shall work collaborate with Via in good faith toward the creation by Via of case study relating to the Deployment, including by providing relevant information and quotes from relevant personnel within four (4) months of the launch date.

6. ***Relationship Managers***

- Via: Jason Starr; additional Expansion Team members designated by Via (the "**Via Manager**")
- Customer: Matthew Brown (the "**Customer Manager**")

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Appendix 1 to Exhibit A, Service Order

Data Sharing

Authorized Users - Contract

The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Solution and Deployment data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

Exhibit 1.

Core Team	
Title	Name
Director of Transportation	Matthew Brown
Operations Manager	Kathy Weeks
Fleet and Driver Manager	Ron Steward
Bookkeeper (NTD technician)	Tiffany Givens

Authorized Operators

Customer may not provide access to the Via Solution to any third party except with Via's prior written consent. In the event that Customer wishes to engage a third-party operator ("Operator") to operate the Deployment, Customer shall provide to Via a copy of an Operator Acknowledgement Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via's allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the aforementioned Operator Acknowledgement Form.

Data Sharing Plan - Appendix

As part of the Deployment, Via will make below data available to members of the Customer's Core Team, for the purpose of research and program evaluation. The data to be shared will be uploaded to a Tableau server and protected by Via's VPN. Each of the individuals listed as members of the Core Team will be provided their own VPN credentials and team credentials for access to Tableau. Access to the Tableau server will be available through the VPN only and might require appropriate software to connect. Underlying data may not be shared through any other method. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms.

To protect Via's intellectual property and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated Tableau reports that will be provided for Customer's access. These reports will be refreshed daily. The reports are aggregated, deidentified and do not include any personal information of Riders.

In addition to the data outlined in this appendix, per the requirements for Federal IMI grant awardees, data under this service will be subject to a Data Management Plan (DMP), which Via and Customer will finalize in partnership with the Federal Transit Administration (FTA).

STANDARD REPORTING SET	
Data Point	**Level of Detail**

rider ID	per request
ride ID	per request
request date + time	per request and truncated to minute
request origin lat/long	per request and truncated to 3rd decimal
request destination lat/long	per request and truncated to 3rd decimal
pickup date + time	per request and truncated to minute
dropoff date + time	per request and truncated to minute
WAV	per request
number of riders per request	per request
ride distance (miles)	per request
ride duration (minutes)	per request
ride rating	per request
fare paid	per request
ride status (completed, no-showed, cancelled, not accepted, seat unavailable, out of zone, or out of hours)	per request
completed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
no-showed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
cancelled rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA<5min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA between 5 and 10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA>10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
seat unavailable requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)

out of zone requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
out of hours requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
sessionized requests	daily, weekly, monthly and avg. per hour
utilization	hourly, daily, weekly and monthly
ETA (waiting time) (minutes)	per request, daily, weekly, monthly and avg. per hour
ETA error (lateness) (minutes)	daily, weekly and monthly
avg. walking distance to pickup (meters)	daily, weekly and monthly
supply hours	daily, weekly, monthly and avg. per hour
unique riders	daily, weekly and monthly
new unique riders (for the period selected)	daily, weekly and monthly
rider signups	daily, weekly, monthly and aggregated by date range selected
riders with no requests made	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with no ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 1 and 2 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 3 to 5 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 6 to 10 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 10+ rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with at least one ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)

Exhibit B - Federal Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Governmentfinanced international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation – Applicability – All Contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over $150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the
contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air – Applicability – All contracts over $150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties – Applicability – All contracts except micropurchases ($10,000 or less, except for construction contracts over $2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.
If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.
Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make
an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or

termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over $25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," https:// www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the
Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)
The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)
The following requirements apply to the underlying contract:
The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding $250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over $250,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data - Contracts involving experimental, developmental, or research work ($10,000 or less, except for construction contracts over $2,000).
Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable:

(a) Invention,

(b) Improvement, or

(c) Discovery,

(2) The Federal Government's rights arise when the patent or patentable information is:

(a) Conceived under the Project, or

(b) Reduced to practice under the Project, and

(3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to:

(a) Notify FTA immediately, and

(b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and

(2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information:

(1) Copyright. Whether or not copyrighted, and

(2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data":

(1) Include, but are not limited to:
(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but

(2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but

(2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable,

(2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that:

(1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,

(2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,

(3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,

(4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,

(5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but

(6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

(1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties,

2 The Federal Government's employees acting within the scope of their official duties, and

3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:

(1) Implies a license to the Federal Government under any patent, or

(2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

(1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and

(2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another applicable Federal law requiring access to Project records,

(3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over $10,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micropurchases $10,000 or less, (except for construction contracts over $2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOTrequired contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. $ 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. $ 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent

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organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

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Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Erin Abrams , Manager hereby certify
(Name and title of official)

On behalf of Via Mobility LLC that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: Via Mobility LLC

Type or print name: Erin Abrams

Signature of authorized representative: DocuSigned by: Erin Abrams F89ED8502754FA... Date / / 6/17/2020

Signature of notary and SEAL: DocuSigned by: Michael Frenkel 9872086447E419...

Notarized online using
audio-visual communication.

MICHAEL FRENKEL
Notary Public
New York County
State of New York
Commission Expires 11/25/2023

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Via Mobility LLC

Signature of Authorized Official: DocuSigned by: Erin Abrams F89EDB5082754FA Date 6/17/2020

Name and Title of Contractor's Authorized Official: Erin Abrams, Manager

DocuSign Envelope ID: 46D7BA63-9178-46AF-89F7-BA6A63C7B28B

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Erin Abrams , Manager hereby certify
(Name and title of official)

On behalf of Via Mobility LLC that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: Via Mobility LLC

Type or print name: Erin Abrams

Signature of authorized representative: DocuSigned by: Erin Abrams F89EDB5092754FA... Date / / 6/17/2020

Signature of notary and SEAL: DocuSigned by: Michael Frenkel 887206844F2E419...

Notarized online using
audio-visual communication.

MICHAEL FRENKEL
Notary Public
New York County
State of New York
Commission Expires 11/25/2023

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Via Mobility LLC

Signature of Authorized Official: DocuSigned by: Erin Abrams FB9EDB502754FA... Date 6/17/2020

Name and Title of Contractor's Authorized Official: Erin Abrams, Manager

Baldwin County Commission

Agenda Action Form

File #: 22-1474, **Version:** 1 **Item #:** CD2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ann Simpson, Director of Transportation, BRATS
Submitted by: Ann Simpson, Director of Transportation, BRATS

ITEM TITLE
Federal Transit Administration Grant Award for FY2023 Section 5307 Funds Apportioned to Daphne - Fairhope, Alabama Urbanized Area

STAFF RECOMMENDATION
As related to the FY2023 Section 5307 Urban Transportation Grant Program, take the following actions:

1) Accept the Grant Agreement identified as Federal Award Identification Number: AL-2022-021-00 in the amount of $1,016,500.00 in Federal Funding; and

2) Authorize the Chairman to execute the Grant Agreement; and

3) Authorize the Director of Transportation to execute the award electronically through the required web-based portal "Transit Award Management System (TrAMS) using a personal identification number on behalf of the Baldwin County Commission.

BACKGROUND INFORMATION

Background: The Baldwin Regional Area Transit System is primarily funded by two FTA grant programs, the 5307-Transit Program for Urban Areas and the 5311-Transit Program for Rural Areas. The transit service for the urbanized area of Fairhope, Daphne, Spanish Fort, and portions of Loxley are included in the 5307-Urban Grant Program.

Previous Commission action/date:

July 19, 2022 - Agenda File # 22-1167, BCC authorized the Baldwin Regional Area Transit System (BRATS) staff to submit the Fiscal Year 2023 Section 5307 Urban Transportation Grant Application to the FTA electronically through the required web-based portal "Transit Award Management System" (TrAMS).

FINANCIAL IMPACT

Total cost of recommendation:

FY2023 5307 Urban Transportation Grant Application total: $1,340,000.00
Federal funding portion awarded: $1,016,500.00
Baldwin County Commission local match required: $145,500
City of Loxley local match required for Loxley Transit Shelter: $178,000

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

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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 and BRATS Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
1. Administration Staff to have Grant Agreement executed by Chair.

2. Administration Staff to e-mail copy of executed Grant Agreement to Ann Simpson with copies to:
a. Sarah Sislak, ESMPO Coordinator shart@baldwincountyal.gov
b. Kathy McHugh, Grants Administration, kathy.mchugh@baldiwnoucntyal.gov
c. Katrina Taylor, Grants Coordinator, katrina.taylor@baldiwncountyal.gov
d. Tiffany Givens, Grants Technician, tiffany.givens@baldwincountyal.gov

3. Upon receipt of executed Grant Agreement, Ann Simpson, Director of Transportation, to accept the award electronically through the FTA Transit Award Management System (TrAMS).

Additional instructions/notes: N/A

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-29, October 1, 2021)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(29), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: BALDWIN, COUNTY OF

Recipient ID: 7407

UEI:

DUNS: [redacted]

Award Information

Federal Award Identification Number: AL-2022-021-00

Award Name: BRATS FY2023 Section 5307 Capital and Operating Assistance, Daphne-Fairhope, AL UZA

Award Start Date: 9/1/2022

Original Award End Date: 3/30/2029

Current Award End Date: 3/30/2029

Award Executive Summary: This application is to request Section 5307 funds apportioned to the Daphne-Fairhope, AL UZA in the amount of $1,016,500 in Federal Funding.

Purpose: The purpose of this award is to provide 1 year of preventive maintenance, 1 year of operating assistance, the purchase of 2 replacement vehicles and capital assistance for Baldwin Regional Area Transit System (BRATS) to provide public transit services in our service area during the period of 10/1/2022 to 9/30/2023.

Activities to be Performed: Funds will be used to cover all eligible operating expenses such as driver and other personnel salaries and fringe benefits, fuel, items having a useful life of less than one year, preventive maintenance, etc. in order to provide public transit operations. Activities also include capital expenditures for rolling stock vehicle replacement, automated dispatching software maintenance, and construction of a transit shelter in Loxley, AL.

Expected Outcomes: Funding will permit BRATS to meet preventive maintenance standards, continue to provide operations, and keep rolling stock vehicles in a state of good repair.

Intended Beneficiaries: BRATS and the riders that rely on its service will benefit from continued transportation, allowing individuals to access employment, essential services such as the doctor, pharmacy, kidney dialysis, cancer treatments, meals, grocery stores, banks, appointments, and for needed socialization activities in their communities. Our passengers are the general public of all ages including older adults and people with disabilities.

Subrecipient Activities: None.

See attached FY2017 and FY2018 Split Letters, TIP, and UPWP.

Baldwin County Commission on behalf of Baldwin Regional Area Transit System

certifies that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.

Baldwin County Commission on behalf of Baldwin Regional Area Transit System will check the current listing of Transit Vehicle Manufacturers (TVM) (https: //www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list) to ensure each is listed as a certified TVM in compliance with FTA regulations.

The recipient or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

Projects' Cost:
Operations - Total $185,000 (Federal $92,500, Non-Federal $92,500)

Rolling Stock - Total $200,000 (Federal $160,000, Non-Federal $40,000)

Preventive Maintenance - Total $50,000 (Federal $40,000, Non-Federal $10,000)

Automated Dispatching Software - Total $15,000 (Federal $12,000, Non-Federal $3,000)

Capital Projects - Loxley Transit Shelter Total: $890,000 (Federal: $712,000, Non-Federal: $198,000). Note: Due to the transition of BRATS from a sub-recipient of the Alabama Dept. of Transportation to a direct recipient, ALDOT will fund the design phase of this project under award #AL2016-018.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is not using Pre-Award Authority.

Award Budget

Total Award Budget: $1,340,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $1,016,500.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $323,500.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $1,016,500.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $323,500.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,016,500
Local			$323,500
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$1,340,000**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 8/10/2022
DOL Certification Date: 8/10/2022

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: yvette.taylor@dot.gov
Award Date: 9/1/2022

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

BALDWIN, COUNTY OF

Baldwin County Commission

Agenda Action Form

File #: 22-1465, **Version:** 1 **Item #:** CD3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ann Simpson, Director of Transportation, BRATS
Submitted by: Ann Simpson, Director of Transportation, BRATS

ITEM TITLE
Lease Agreement with Prodisee Pantry for Baldwin Regional Area Transit System (BRATS) Spanish Fort Hub

STAFF RECOMMENDATION
Take the following actions:

1) Approve a Lease Agreement between Baldwin County Commission and Prodisee Pantry for six (6) parking spaces for 3-5 transit vehicles and a small, secure work space located at 9315 Spanish Fort Boulevard, Spanish Fort, Alabama to be utilized as a Baldwin Regional Area Transit System (BRATS) Transit Hub; and

2) Authorize the Chairman to execute the Lease Agreement.

The term of the lease shall commence upon execution and shall terminate upon the expiration of three (3) years. The monthly lease amount shall be $650.00 inclusive of utilities and maintenance.

BACKGROUND INFORMATION

Background: From 2015 to 2019, several locations were considered for a BRATS Hub in the Daphne / Spanish Fort area including the Scenic Overlook in Spanish Fort, the Spanish Fort Shopping Center, and the Jubilee Square Shopping Center. All these potential locations would have required a significant capital investment.

With the change to the BRATS service model to an on-demand, micro-transit service, it is no longer necessary for the hub to be located in a high traffic area as was previously considered. However, as ridership continues to increase there remains a growing need for a hub in the Spanish Fort / Stapleton area. Due to the travel time and distance from the Fairhope, Robertsdale, or Bay Minette hubs, BRATS is limited to the service it can provide in the Spanish Fort / Stapleton area especially during the peak first and last hours of service. Having a small satellite hub in this area will allow drivers to clock-in / out, store paperwork, vehicle cleaning supplies, mobile devices, and buses during non-service hours and will allow BRATS to provide more efficient service to these areas.

Due to the long-standing relationship Prodisee Pantry and BRATS enjoy, Prodisee Pantry has offered to lease to BCC / BRATS a small office space and parking area for 3-5 buses. The parking area is

monitored by surveillance equipment and the office area is secure with limited access, and an exterior door. The monthly lease amount is $650.00 and is inclusive of utilities, maintenance, and insurance.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $7,800.00 annual lease with 80% reimbursed by grant funds resulting in $1,560.00 annual local match.

Budget line item(s) to be used: 143.51930.52210

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?
N/A

Reviewed/approved by: Finley B. Reeves, Stone Crosby, P.C. July 14, 2022

Additional comments: N/A

ADVERTISING REQUIREMENTS

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Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff to:
1. Mail transmittal letter and 3 original lease agreement documents (one for BCC, one for Prodisee Pantry, and one for ALDOT) for signature to:

Prodisee Pantry
Ms. Deann Servos, Director
9315 Spanish Fort Boulevard

Spanish Fort, Alabama 36527

Copy via e-mail to: ann.simpson@baldwincountyal.gov

2. Upon receipt of 3 signed lease agreement documents from Prodisee Pantry, obtain signature of Baldwin County Commission Chairman.

3. After obtaining signatures from Prodisee Pantry and Baldwin County Commission, please forward the three (3) originals to Alabama Department of Transportation to the following address:

Alabama Department of Transportation
Local Transportation Bureau, Transit Section
ATTN: Mr. Bradley Lindsey, P.E. Local Transportation Bureau Chief
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Copy via e-mail to: Chandra Middleton, Southern Manager, Office of Public Transportation, at middletonc@dot.state.al.us

4. Upon receipt of two (2) fully executed originals from ALDOT, mail one (1) fully executed original to:

Prodisee Pantry
Ms. Deann Servos, Director
9315 Spanish Fort Boulevard
Spanish Fort, Alabama 36527

Additional instructions/notes: N/A

LEASE AGREEMENT

BE IT KNOWN TO ALL, that the parties described herein do hereby acknowledge and declare their intent to enter this Lease Agreement.

PARTIES: The parties to this lease agreement are as follows:

1. Prodisee Pantry, hereinafter **Landlord**, is a 501c3 non-profit organization located at, 9315 Spanish Fort Blvd, Spanish Fort, AL 36527 engaged in the charitable distribution of supplemental food and groceries to Baldwin County families in need of assistance.

2. Baldwin County Commission/Baldwin Regional Area Transit a/k/a BRATS Public Transportation, hereinafter **Tenant**; BRATS provides public transportation services in Baldwin County with a business location at 18100 County Rd 54, Robertsdale, AL 36567.

CAPACITY TO CONTRACT: By signing this agreement, via the designated representatives, the parties are representing and affirming their full legal capacity to enter this binding contract and acknowledge the terms and conditions herein are legally binding on the parties and successors.

DESCRIBED PROPERTY: 1) Tenant will lease from the Landlord from its location of 9315 Spanish Fort Blvd, Spanish Fort, AL 36527 six (6) parking spaces in Landlord's parking lot to be utilized for parking of tenant's vehicles when said vehicles are not in use by the tenant. Landlord will designate a location within the Landlord's parking lot for the tenant's vehicles and will use its best effort to keep the location of said parking spaces contiguous and/or in the same general location within the parking lot. Tenant understands and acknowledges that every Tuesday from 8:00am -12:30pm the Landlord is engaged in its weekly activity of providing food and groceries to clients and that parking accommodations for the tenants' vehicles during that time may have to be modified or adjusted so as to accommodate Landlord's usage of the parking lot to serve its clients. Landlord affirms that its parking lot is secured by video surveillance and Landlord will use its best effort to allow Tenant to have access to the video surveillance feed or link that pertains to this lease. 2) Tenant shall have private access to a designated office space within Landlord's building for its employees to utilize when in between routes. Said space shall be at least ten feet by twelve feet and large enough to accommodate seating and working space for at least one of tenant's drivers. Landlord will provide private and secure access to said office space from the exterior of Landlord's building. Tenant's employee shall have access to Landlord's restroom facilities and kitchen area while on premises. Tenant affirms that any of its employees on the Landlord's premises during the time prescribed herein shall be deemed "on the job" for workers compensation benefits. Tenant affirms that no employee shall be within the leased office space before 5:30 am or after 6:30 pm Monday through Friday and that no employee shall be inside the leased office space or Landlord's premises on Saturday or Sunday without prior approval of the Landlord. Tenant further affirms that it uses reasonable diligence in the hiring of its employees, including criminal background checks. Tenant will advise all its employees subject to this lease that while inside of Landlord's premises Tenant's employees shall be subject to the Landlord's rules and guidelines for premise usage.

LEASE DURATION AND TERMINATION: The parties agree to a lease term of three years from the date of execution of this lease agreement and said lease can be renewed upon expiration by agreement of the parties under newly negotiated terms and conditions. At the expiration of this lease term, and by written agreement of both parties, if a new lease has not been negotiated and executed, this lease shall continue for three (3) month intervals. The tenant shall have a right to terminate this lease agreement prior to the expiration of the 3-year term with a 90-day written notice accompanied by the payment of ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($1,300.00), which amount constitutes two-months' rent. .

PAYMENT TERMS AND CONDITIONS: The tenant hereby agrees to pay the Landlord rent pursuant to the following terms and conditions:

Beginning on November 1, 2022, Tenant will pay the Landlord the sum of SIX HUNDRED FIFTY AND NO/100 DOLLARS ($650.00) per month for 36 consecutive months, unless this lease is otherwise terminated. Said payment is due on the first day of each month. Landlord agrees to a 5-day grace period for said payment after which the tenant agrees to pay a late fee of ONE HUNDRED AND NO/100 DOLLARS ($100.00) for each and every late monthly payment. Landlord's waiver of any late fee is discretionary, and the waiver of a late fee does not nullify or void the possible application of late fees in the future.

INDEMNITY**:** The Tenant shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees in both their official and individual capacities, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of any work, provision of any services or expenditure of funds required, authorized or undertaken pursuant to the terms of this Agreement, or any damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused or as a result of in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts or omissions, or the deliberate, intentional, wanton, reckless, fraudulent or negligent misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement of the Tenant, or anyone directly or indirectly employed by the Tenant or anyone for whose acts the Tenant may be liable, regardless of whether such claim, damage, loss or expense is caused in whole or part by a party indemnified.

The term "hold harmless" includes the obligation of the Tenant to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

LEGAL: The Landlord is not liable for damages and/or injuries to the Tenant and/or Tenant's employees caused directly or indirectly by the criminal acts of third parties. Tenant agrees to be financially responsible to the Landlord for all damages to Landlord's premises caused by Tenant's employees, agents, or servants while on landlord's premises. Any such claim for damages by the Landlord shall be made in writing with a description of how the loss or damage occurred and a good faith estimate as to the cost of repairs or the amount of the damages. The parties agree that all disputes related to this lease agreement or any incident arising therefrom shall be submitted to mediation prior to any legal action being filed. The mediator shall be agreed upon by the parties or if no agreement, then assigned by the presiding Circuit Court Judge of Baldwin County,

Alabama. The mediator shall be a licensed Alabama attorney and the costs of mediation shall be paid equally by the parties. The active mediation of any disputed matter shall toll the Statute of Limitations for the underlying claim. In the event a claim for damages by a third party is made jointly against the Landlord and Tenant each party shall be responsible for its own defense and costs of said claim. The Landlord expressly rejects any contractual liability via indemnification for any damages caused by the Tenant or its employees, agents, or servants.

Done this the 20th day of September, 2022.

Prodisee Pantry

_____

Deann Servos
Executive Director

Date: _____

Baldwin County Commission

_____

James E. Ball
Chairman

Date: _____

Reviewed By:

_____

Bradley B. Lindsey, P.E.
State Local Transportation Engineer, ALDOT

Date: _____

Baldwin County Commission

Agenda Action Form

File #: 22-1521, **Version:** 1 **Item #:** CD4

Meeting Type: BCC Regular Meeting
Meeting Date: 09/20/2022
Item Status: New
From: Ann Simpson, Director of Transportation
Submitted by: Tiffany Givens, Grants Technician

ITEM TITLE
License Agreement with Cypress Spanish Fort III, LLC for Spanish Fort Transit Hub

STAFF RECOMMENDATION
Approve the License Agreement between the Baldwin County Commission and Cypress Spanish Fort III, LLC for the Spanish Fort Transit Hub at no cost to the County.

The term of the three (3) year agreement shall commence October 1, 2022, and terminate September 30, 2025.

BACKGROUND INFORMATION

Background: 06/01/2021 - Approved the Extension of the License Agreement between with Cypress Spanish Fort III, LLC for the Spanish Fort Transit Hub at no cost to the County. (The term of the extension agreement commenced on July 1, 2021, and terminated on June 30, 2022.)

Previous Commission action/date: 06/01/2021

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: Attorney, Finley Reeves on September 14, 2022

Additional comments: This document is similar to previously approved by the County Attorney except for changes to dates.

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

Action required (list contact persons/addresses if documents are to be mailed or emailed): Mail correspondence and agreement for execution to:

Mr. Darrell Gage
Cypress Spanish Fort III, LLC
8144 Walnut Hill Lane, Suite 1200
Dallas, Texas 75231

Additional instructions/notes: N/A

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of this 1st day of October 2022, (the "Effective Date") between **Cypress Spanish Fort III, LLC,** a Delaware limited liability company (hereinafter referred to as "Licensor"), and **the Baldwin County Commission, acting by and through the Baldwin Regional Area Transit System (BRATS),** (hereinafter referred to as "Licensee").

1. **LICENSE.** In consideration of the License Fees, terms, provisions, conditions, and covenants of this Agreement, Licensor hereby grants a revocable License to Licensee to operate with on those certain premises, containing approximately **32** parking spaces, situated in Spanish Fort Town Center (the "Shopping Center"), located at **30000 Town Centre Ave., Spanish Fort, Alabama 36527,** as such premises is shown on the sketch attached hereto as Exhibit A and hereby made a part hereof by reference, or such substitute premises as Licensor may designate pursuant to paragraph 10 below from time to time (such designated space, together with substitutions thereof, the "Premises").

2. **TERM.** Subject to and upon the conditions set forth below, the License granted by this Agreement shall commence on **October 1, 2022** (the "Commencement Date") and shall terminate at midnight on **September 30, 2025** (the "Expiration Date"), unless sooner terminated or extended as may be hereinafter provided (the "Term"). Notwithstanding the foregoing, Licensor or Licensee shall have the right, at any time, to terminate this Agreement upon **thirty** (30) days' prior written notice to the other party for any reason or no reason. Upon the expiration or earlier termination of this Agreement, Licensee shall quit and surrender to Licensor the Premises in the same condition as delivered to the Licensee by Licensor, ordinary wear and tear expected. If Licensee remains in possession of the Premises after the expiration or earlier termination of the Term, Licensee shall be liable for a fifty dollar ($50.00) Base License Fee on a daily basis, payable on or before the first (1st) day of each calendar month, as well as any cost, loss, or damage sustained by Licensor arising from or relating to Licensee's failure to vacate the Premises as and when required hereunder.

3. **RENEWAL.** Licensee shall notify Licensor in writing at least 30 days prior to expiration of Term to provide notice with regard to renewal. If Licensee seeks to renew the Agreement, such Term will be an additional three (3) year period. Licensor is not obligated to renew Term at request of Licensee but will provide a response in a timely manner. Termination rights provided in paragraph (2) above survive during renewal terms. Multiple renewal terms are permitted.

4. **PERMITTED USE.** Licensee shall use the Premises only for the non-exclusive, lawful purpose of **weekday parking for customers of Baldwin Regional Area Transit System** (the "Permitted Use") and for no other primary, ancillary, or incidental purpose whatsoever. Licensee shall carry on no other business on said Premises without the prior written consent of Licensor, which Licensor may withhold in its sole and absolute discretion. Licensee's business in the Premises shall be conducted only under the trade name **Baldwin Regional Area Transit System** (the "Permitted Tradename"). Licensee covenant, warrants, and represents to Licensor that (a) the Premises shall be used only for the Permitted Use and operated under the Permitted Tradename at all times during the Term, and for no other purpose, and (b) all applicable and necessary Licenses, permits, and registrations including, without limitation, all sales, use, and any other federal, state, county, or local tax permits required with respect to the Permitted Use have been obtained and shall remain in full force and effect throughout the Term. Notwithstanding anything contained in paragraph 20(b) below, any violation by Licensee of the terms and conditions of this paragraph 3 may result in the immediate termination of this Agreement and revocation of the License granted herein.

5. **LICENSE FEES.** Licensee shall not be obligated to pay a license fee for use of the Premises.

6. **SIGNS.** Licensee agrees that no sign of any type or description shall be erected, placed, or installed in or about the Premises or the Shopping Center except those signs submitted to Licensor in writing and approved in advance by Licensor in writing, and which signs are in conformance with Licensor's sign criteria. Licensee shall, at Licensee's sole cost and expense, fabricate, install, and maintain any such approved signage during the Term, and remove all signs installed by Licensee at the end of the term. The installation and removal of signs by Licensee shall be in such manner as to avoid injury, defacement, or damage to the Premises and the Shopping Center or any part hereof, and Licensee shall be liable and obligated to promptly repair any injury, defacement, or damage caused by it. Licensee's obligation under this paragraph 6 shall survive the expiration or earlier termination of the Term.

7. **LICENSOR'S SERVICE.** Licensor shall maintain all public common areas of the Shopping Center in the manner and to the extent deemed by Licensor to be standard. Licensor may, in its sole discretion, but shall not be obligated to, provide additional services not enumerated herein. Failure by Licensor to furnish any services defined in this paragraph, or any other services not enumerated, or any cessation thereof, shall not render Licensor liable to Licensee in any respect for damages to either person or property, be construed as a termination of the License created by this Agreement, work as an abatement of any License Fee due hereunder, or relieve Licensee from fulfillment of any covenant, condition, or obligation in this Agreement. Should any of the equipment or machinery located within the Premises cease to function properly during the Term, Licensor shall use reasonable diligence to repair the same promptly so long as the need for such repair was not caused by the act or omission of Licensee, its agents, representatives, contractors, or employees. In no event shall Licensee have any claim for any abatement or rebate of any License Fee or any portion thereof otherwise due under this Agreement on account of any interruption in service occasioned from the repairs. Licensor reserves the right from time to time to make changes in the delivery of utilities and services to Premises.

8. **REPAIRS AND MAINTENANCE**

   a. **Licensor's Repairs.** Licensor shall not be required to make any improvements, replacements, or repairs of any kind or character to the Premises, the Shopping Center, or any portion thereof during the Term, except which repairs as may be necessary solely because of the gross negligence of Licensor, which repairs shall be made by Licensor at its expense following Licensor's receipt of written notice by Licensee, accompanied by reasonable evidence of the reasonable need for such repair, Licensor shall not be liable to Licensee for any damage or inconvenience, and Licensee shall not be entitled to any abatement or reduction of any License Fee or any portion thereof otherwise due under this Agreement on account of any repairs, improvements, replacements, alterations, and/or additions made by Licensor to the Shopping Center, or any portion thereof, at any time during the Term.

   b. **Licensee's Repairs.** Licensee shall further, at its sole cost and expense, repair or restore any damage or injury to all or any part of the Shopping Center (or portion thereof, including, without limitation the Premises) caused by Licensee or Licensee's agents, representatives, employees, invitees, Licensee, visitors, and/or contractors, including but not limited to, any repairs, restoration, and/or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Licensee, and (ii) the installation, use, or operation of Licensee's equipment, signage, or other personalty; provided, however, if Licensee

fails to make the repairs, restorations, or replacements promptly, Licensor may, at its option, make the repairs, restoration, or replacements on Licensee's behalf, and the cost thereof shall be charged to and payable by Licensee immediately following demand.

c. **Condition at End of Term.** Licensee shall not cause any damages to occur to any portion of the Premises or the Shopping Center. The cost and expense of any repairs necessary to restore the condition of the Premises (ordinary wear and tear expected) and/or the Shopping Center due to the acts or omissions of Licensee shall be borne by Licensee, and if Licensor undertakes at its option to so restore the Premises and/or the Shopping Center, Licensee shall reimburse Licensor immediately upon demand for the costs and expenses of such restoration. Licensee's obligation under the entirety of this paragraph 8 (including all subparagraphs) shall survive the expiration or earlier termination of the Term.

d. **Requests for Repairs.** All requests for repair or maintenance that are the responsibility of Licensor pursuant to any provision of this Agreement must be made in writing to Licensor at the address set forth in subparagraph 28(b) below. Licensee shall notify Licensor promptly of any defect in or damage to the Premises of which Licensee may be or become aware, whether caused by the negligence of Licensee or any other person, by any casualty or hazard, or by any other cause whatsoever.

9. **ALTERATIONS AND IMPROVEMENTS.** Licensee shall not make or allow to be made any alteration or physical additions in or to the Premises, whether interior or exterior, without first obtaining the written consent of Licensor, which consent may in the sole and absolute discretion of Licensor be denied or conditioned. Any approved alterations, physical additions, or improvements to the Premises made by Licensee shall be made at Licensee's sole cost and expense but shall at once following completion become the property of Licensor and shall be surrendered to Licensor at the end of the Term; provided, however, Licensor, at its option, may require Licensee to remove any physical additions and/or repair any alterations in order to restore the Premises to the condition existing at the Commencement Date, all costs of removal and/or alterations to be borne by Licensee. Any items of Licensee's property remaining in the Premises following the Term shall be deemed to have been abandoned and may be retained by Licensor at its own property or disposed of by Licensor at Licensee's expense, and Licensee hereby knowingly and voluntarily waives any right to claim or assert otherwise.

10. **RELOCATION.** In the event Licensor determines to utilize the Premises for other purposes during the Term, Licensee agrees to relocate to other space in the Shopping Center, provided such other space is of approximately the same size as the Premises. Licensor shall designate such other space by at least five (5) days' notice to Licensee stating the effective date of such relocation. Licensee shall vacate and surrender possession of the Premises on or before such effective date. Licensor shall pay all actual and reasonable out-of-pocket expenses of Licensee of effecting any such relocation. IN the event of such relocation, this Agreement shall continue in full force and effect without any change in the terms or other conditions, except that the new location and square footage shall be substituted in paragraph 1 of this Agreement.

11. **ACCESS OF LICENSOR.** Licensor shall have access to the Premises at all reasonable times during Licensee's normal business hours and upon not less than 24 hours prior notice (except in the event of emergency), to enable Licensor to (a) examine the same and to make such repairs, additions, and alteration as Licensor may be required or permitted to make hereunder; (b) show the Premises to prospective tenants, mortgagees, and purchasers; and (c) confirm Licensee's compliance with this Agreement.

12. **COMPLIANCE WITH LAWS, RULES, and REGULATIONS.** Licensee, at Licensee's sole cost and expense, shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, county, municipal, or other agencies or bodies having jurisdiction relating to the use and condition of the Premises and/or operation with the Shopping Center. Licensee will comply with such rules and regulations as Licensor may impose from time to time.

13. **CONDEMNDATION.** If, during the Term, all or any part of the Premises or Shopping Center are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase or exchange in lieu thereof, then Licensor may, at its option, terminate the License created by this agreement.

14. **FIRE AND CASUALTY.** If the Premises or Shopping Center should be partially or totally destroyed or damaged by fire or other casualty, then Licensor may, at its option, terminate the License created by this agreement.

15. **INSURANCE.**

    a. **Licensor's Insurance.** Licensor may maintain a policy or policies of insurance insuring Licensor against loss with respect to the Shopping Center and/or the public common areas thereof, covering such risks and in such amounts as Licensor may deem appropriate. Licensee shall not permit the Premises to be used in any way which would, in the opinion of Licensor, be extra hazardous on account of fire or other hazard or casualty or which would otherwise in any way increase the premiums for or render void any insurance relating to the Shopping Center or the contents or any portion thereof or any liability of Licensor. If Licensee's use of the Premises causes any increase in any insurance premiums paid by licensor, the Licensee shall pay to Licensor upon demand the amount of such increase. Licensor shall not be obligated in any way or manner to insure and personal property (including but not limited to any furniture, machinery, equipment, goods, or supplies) of Licensee or which Licensee may have upon or within the Premises or any fixtures installed by or paid for by Licensee upon or within the Premises or any additional improvements which Licensee may construct on the Premises. Licensee's obligation to pay any increased premium under this subparagraph 15(a) shall survive early termination of the Term by Licensee, but not Licensor.

    b. **Licensee's Insurance.** Licensee, at its sole cost and expense, shall maintain at all times during the Term, (i) public liability insurance with respect to the Premises and the conduct or operation of Licensee's business therein and activities within the Shopping Center, naming Licensor, and lender of Licensor, and any third-party property manager of Licensor as additional insureds, with limits of not less than $1,000,000.00 for death or bodily injury to any one or more persons in a single occurrence and $1,000,000.00 for property damage, (ii) a policy or policies of insurance with the premiums paid in advance, issued by and binding upon a reputable, solvent insurance company or self-insurance fund, insuring all personal property of Licensee upon or within the Premises, and (iii) such workers' compensation insurance so as to comply with the laws and regulations of the state in which the Premises is located. Licensee shall deliver certificates of all such insurance to Licensor on or before the Commencement Date, and thereafter from time to time upon request.

16. **WAIVER OF SUBROGATION.** Anything in this Agreement to the contrary notwithstanding, Licensor and Licensee hereby waive and release each other of and from any and all rights of recovery, claim, action, or

cause of action against each other, their agents, officers, and employees, for any loss or damage that may occur to the Premises, the Shopping Center, any improvements thereto or any of the contents thereof, regardless of cause or origin, including but not limited to negligence of Licensor or Licensee or its respective agents, officers, and employees. Each party to this Agreement agrees immediately to give to each insurance company which has issued to its policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this paragraph.

17. **HOLD HARMLESS.** Licensee agrees to indemnify and hold harmless Licensor, its officers, directors, shareholders, investors, employees, agents, contractors, and representatives of and from any and all loss, attorneys' fees, expenses, damages, claims, or causes of actions arising out of any act or omission of Licensee, which may include, but is not limited to Licensee liability caused by, arising from, or relating to any breach by Licensee hereunder.

    Nothing contained in this Agreement shall be deemed or construed as a waiver of the immunity, defense or limitation of liability of the Licensee under any state or federal laws, rules or regulations. Licensee expressly reserves the right to assert any defense based on such immunity or limitation of liability in any action related to or pursuant to this Agreement.

18. **ASSIGNMENT.**

    a. **By Licensor.** Licensor shall have the right to transfer and assign, in whole or in part, all or any part of its right, title, and interest in and to this Agreement, the Premises, and/or the Shopping Center. Following such an assignment, the original Licensor shall have no further liability, obligation, or duty to Licensee hereunder, and Licensee shall thereafter look solely and exclusively to such successor or assignee for performance of the obligation of the Licensor hereunder.

    b. **By Licensee.** Licensee shall not assign, in whole or in part, this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise (including without limitation by transfer of a majority of interests in a partnership or a majority interest of stock, merger, or dissolution, which transfer of majority interest, or dissolution shall be deemed an assignment).

19. **EVENTS OF DEFAULT.** Each of the following shall be deemed to be an event of default by Licensee under this Agreement (an "Event of Default"):

    a. Licensee shall fail to pay when due any installment, or portion thereof, of the Base License Fee, Percentage License Fee, any additional License Fee, and/or any other amount required pursuant to this Agreement;

    b. Licensee shall fail to comply with any term, provision, or covenant of this Agreement, other than as described in subparagraph 19(a) above and subparagraph 19(d) below, and such failure is not cured within five (5) days after Licensee's receipt of written notice from Licensor;

    c. Licensee shall file a petition for relief or be adjudged bankruptcy or insolvent under any state or federal law or statute; or receiver or trustee shall be appointed for all or substantially all of the assets of Licensee; or Licensee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

d. Licensee shall do or permit to be done any act which results in a lien of any sort being filed against the Premises, the Shopping Center, or any portion thereof.

20. **REMEDIES FOR LICENSEE'S DEFAULT.** Upon the occurrence of any Event of Default, Licensor may as its option pursue any one, some, or all of the following remedies, and any and all other rights or remedies available to Licensor by law, in equity, or otherwise, without any notice or demand other than as may be required, if at all, under subparagraph 19(b) above, and with full reservation of all cumulative rights and remedies:

    a. commence proceedings against Licensee for all amounts owed by Licensee to Licensor, whether as Base License Fee, Percentage License Fee, any additional License Fee or other amounts due hereunder, damages, and/or otherwise;

    b. terminate the License created by this Agreement, in which event Licensee shall vacate the Premises and remove all equipment and other personalty therefrom on or before the date set forth in Licensor's termination notice (which may, but shall not be required to, specify an immediate date), and pay on demand the amount of all costs, losses, and damages which Licensor has suffered or may suffer by reason of the Event of Default and/or termination of the License including, without limitation, attorneys' Fees and expenses;

    c. re-enter and take possession of the Premises, peaceably or by force, with or without terminating this Agreement, and remove any property therein, without any liability to Licensee for any of the foregoing, and without obligation to secure or store such property;

    d. cure such Event of Default for, on behalf, and/or on account of Licensee, whereupon Licensee shall be liable to reimburse immediately all amounts demanded by Licensor on account of Licensor's cure or attempted cure of such Evet of Default; and

    e. exercise any other right or remedy, available in law or in equity.

21. **WAIVER OF DEFAULT OR REMEDY.** Failure of Licensor to declare an Event of Default immediately upon its occurrence, or delay in taking any action or exercising any remedy in connection with an Event of Default, shall not constitute a waiver of the Event of Default, and Licensor shall have the right to declare the Event of Default at any time and take such action as is authorized by law or under this Agreement. In this regard, Licensee knowingly and voluntarily waives any right to claim or raise as an affirmative defense, or otherwise, any doctrine of waiver, laches, or estoppel. Acceptance by Licensor of any License Fee or other amount after is has come due, or acceptance of less than the full amount due, shall not constitute or be construed as a waiver of any Licensor's rights and remedies hereunder, nor excuse any delay or partial payment upon subsequent occasions, nor act as accord and satisfaction. Pursuit of any one of more of the remedies set forth in paragraph 20 above shall not preclude pursuit of any one or more of the other remedies provided in said paragraph or elsewhere in this Agreement or as provided by law or at equity, nor shall pursuit of any remedy constitute forfeiture or waiver of any License Fee, damages, or other amount accruing to Licensor by reason of the violation of any of the terms, provision, or covenants of this Agreement or otherwise arising under this Agreement. Failure by Licensor to enforce one or more of the remedies provided upon an Event of Default shall not be deemed or construed to constitute a waiver of the Event of Default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Agreement.

22. **HAZARDOUS MATERIALS.** Licensee agrees not to introduce, bring, maintain, keep, store, dispose, discharge, discard, release, or permit the maintenance or storage of any dangerous, flammable, or hazardous material on the Premises and/or within the Shopping Center (other than reasonable and customary amounts as permitted under existing fire and safety rules and regulations), and further agrees to comply with all fire and safety rules and regulations and all environmental laws.

23. **ACTS OF GOD.** Neither Licensor nor Licensee shall be required to perform any covenant or obligation in this Agreement, or be liable in damages to the other party, so long as the performance or nonperformance of the covenant or obligation is delayed, caused by, or prevented by an act of God or other reasonable instances of force majeure. Such instance of force majeure shall not extend beyond a ninety (90) day period.

24. **ATTORNEYS' FEES.** In the event Licensee defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Agreement and Licensor engages an attorney to enforce all or any part of this Agreement, collect any License Fee or other amounts due, and/or institute legal or equitable proceeding against Licensee, Licensee agrees to pay Licensor's reasonable attorneys' fees and expenses for the services of such attorney, if the Licensor is the prevailing party in litigation.

25. **ESTOPPEL CERTIFICATES.** Licensee agrees to furnish from time to time, within twenty (20) business days after request of Licensor, or any holder of any mortgage or deed to secure debt covering the Shopping Center or any portion thereof, a certified statement, to the best of Licensee's knowledge and without qualification or condition, as to such matters as Licensor or such holder shall reasonably request.

26. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective heirs, representatives, successors, and assigns. It is hereby covenanted and agreed that should Licensor's interest in the Premises cease to exist for any reason during the Term, then notwithstanding the happening of such event this Agreement nevertheless shall remain unimpaired and in full force and effect and Licensee hereby agrees to be bound and obligated hereunder to the then owner of the Premises at its licensor.

27. **MISCELLANEOUS.** Time is of the essence of each and every obligation of Licensee under this Agreement. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any provision hereof. If any provision of this Agreement shall ever be held to be invalid or unenforceable in any circumstance or as to any person, such invalidity or unenforceability shall not affect such provision in any other circumstance or as to any other person or any other provision of this Agreement.

28. **NOTICE.**
    a. **Payments to Licensor.** All License Fees and other payments required to be made by Licensee shall be payable to Licensor via cashier's check, money order or business checks (made payable to Cypress Spanish Fort III, LLC) at the address set forth below, or at any other address as Licensor may specify from time to time by written notice:

ADDRESS FOR PAYMENTS BY BUSINESS CHECK:

(a) <u>USPS Mail</u>:
Cypress Spanish Fort III, LLC
P.O. Box 74017
Cleveland, OH 44194

(b) Overnight Address (ONLY):
Cypress Spanish Fort III, LLC
8434 Douglas Ave. Suite 200
Dallas, TX 57225

b. **Written Notice.** Any notice, demand, or document required or permitted to be delivered by this Agreement shall be in writing and shall be deemed to be given when delivered or refused if deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, or deposited with a reputable overnight courier, addressed to the parties at the respective addresses set out below:

Licensor:
Cypress Spanish Fort III, LLC
8343 Douglas Ave
Suite 200
Dallas, TX 75225

Licensee:
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

The name and contact information of Licensor's property management contact for the Shopping Center, strictly for the purposes of emergency situations and/or repair notices is as follows:

Phone: 214-669-0716 or 214-561-8841
Email: Darrell.gage@cypressequities.com

Licensor shall advise Licensee of a change in any of the names and addresses of its property management contact within thirty (30) days after such change either by notice hereunder or by posting a notice of such change in a conspicuous place at the Shopping Center.

29. **NO BROKER CLAIMS.** Licensee hereby warrants and represents to Licensor that Licensee has not dealt with any broker, agent, or finder in connection with this Agreement, and Licensee covenants and agrees to indemnify and hold Licensor harmless from and against any and all loss, liability, damage, claim, judgment, cost, or expense (including but not limited to attorneys' Fees and expenses and court costs) that may be incurred or suffered by Licensor because of any claim for any Fee, commission, or similar compensation with respect to this Agreement, made by any broker, agent, or finder claiming to have dealt with Licensee, whether or not such claim is meritorious.

30. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES.** IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY LICENSEE, BY EXECUTION HEREOF, AND AS MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS AGREEMENT BY LICENSOR THAT THIS AGREEMENT IS THE ENTIRE AGREEMENT OF THE PARTIES, AND THAT THERE ARE, AND WERE, NO ORAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS, AND/OR PROMISES PERTAINING TO THIS AGREEMENT NOT INCORPORATED IN WRITING IN THIS AGREEMENT. LICENSOR AND LICENSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER KIND OR TYPE OF WARRANTY ARISING OUT OF THIS AGREEMENT OR RELATING THE PREMISES, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY. IT IS LIKEWISE AGREED THAT THIS AGREEMENT MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LICENSOR AND LICENSEE.

31. **NO ESTATE IN LAND.** It is expressly understood, agreed, and accepted that Licensee is herein granted only a License to use and occupy the Premises as permitted hereunder, and Licensor has not granted to Licensee a leasehold or other estate in land or any other possessory interest in the Premises. The revocable License granted hereunder is not assignable expect with Licensor's prior written consent, which Licensor may withhold in its sole and absolute discretion.

32. **AUTHORITY.** Licensee represents and warrants that it has full right, power, and authority to enter into this Agreement, and that each person signing on behalf of Licensee is authorized to do so and by such act of signing Licensee becomes legally bound. This paragraph shall survive any expiration or early termination of this Agreement.

33. **LICENSOR LIABILITY.** Licensor's liability hereunder, if any, shall be satisfied only out of Licensor's proceeds of sale of the right, title, and interest of Licensor in the Premises, subject to the rights of any lender, and neither Licensor nor any person or entity comprising Licensor, nor any officer, director, shareholder, investor, member, partner, or employees of Licensor, shall be liable, personally or otherwise, hereunder. In no event shall Licensee have the right to levy execution against any property of Licensor nor any person or entity comprising Licensor for any default of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be duly executed as of the date set forth below each signature, the latter of which shall because the date and year first above written as the Effective Date.

LICENSOR:

Cypress Spanish Fort III, LLC

By: _____

Name: _____

Its: _____

Date: _____

LICENSEE:

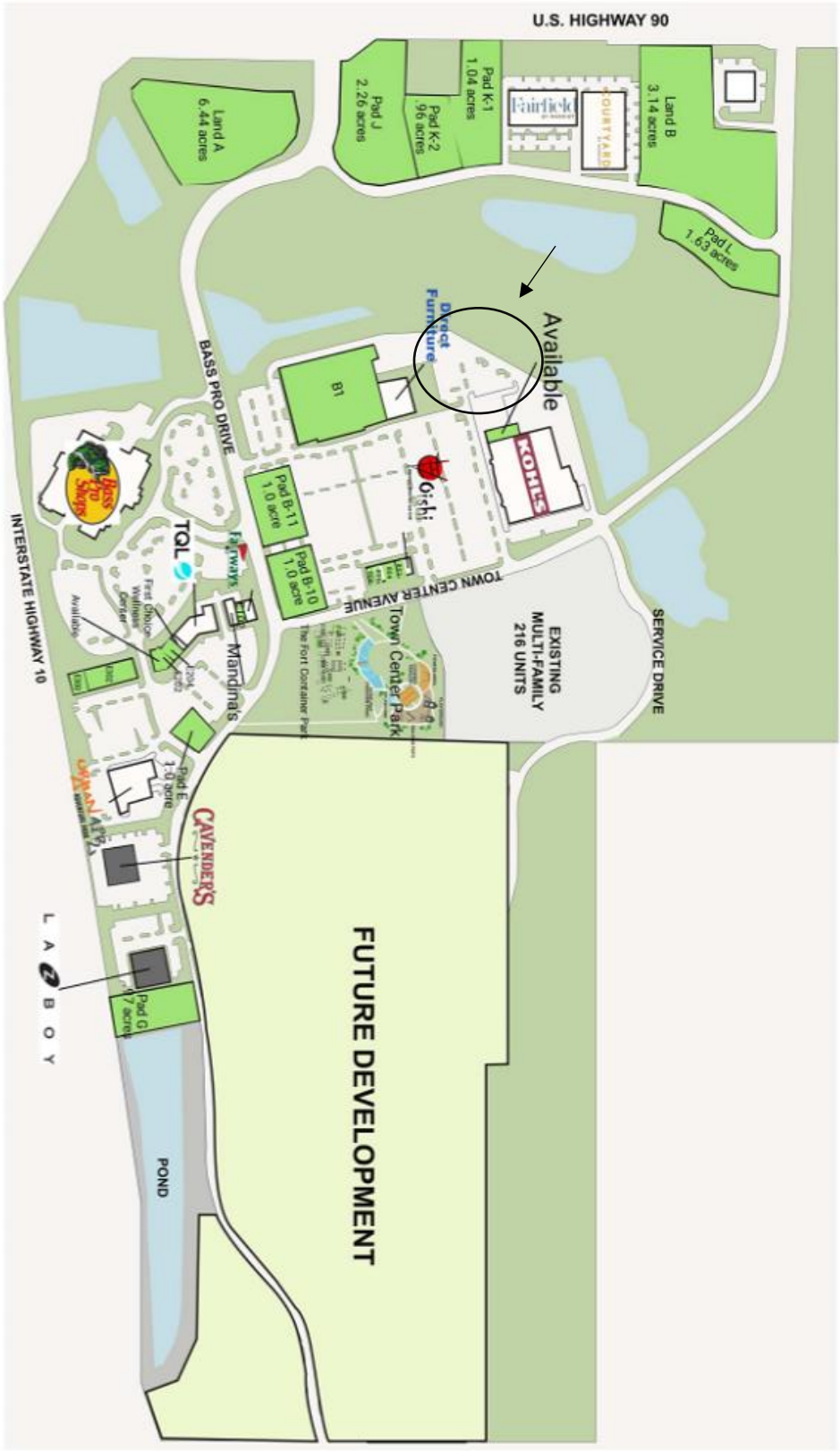
Baldwin County Commission

By: _____

Name: _____

Its: _____

Date: _____


U.S. HIGHWAY 90
Land A
6.44 acres
Pad J
2.26 acres
Pad K-2
.96 acres
Pad K-1
1.04 acres
Land B
3.14 acres
Pad L
1.63 acres
Direct Furniture
Available
B1
KOHL'S
Pad B-11
1.0 acre
Pad B-10
1.0 acre
TOWN CENTER AVENUE
Town Center Park
EXISTING
MULTI-FAMILY
216 UNITS
SERVICE DRIVE
BASS PRO DRIVE
INTERSTATE HIGHWAY 10
TQL
Mandina's
Pad E
1.0 acre
CAVENDER'S
FUTURE DEVELOPMENT
POND
LA BOY

Baldwin County Commission

Agenda Action Form

File #: 22-1522, **Version:** 1 **Item #:** CE1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Junius Long, Building Facilities Coordinator
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-21 - Purchase of Two (2) New Chevrolet 2500HD Truck Chassis or Equivalent for the Baldwin County Commission

STAFF RECOMMENDATION
Cancel the Purchase Order to Joe Bullard Chevrolet for the purchase of two (2) new Chevrolet 2500HD Truck Chassis and authorize the Purchasing Director to utilize the State of Alabama Contract or a National Contract to purchase the trucks.

BACKGROUND INFORMATION

Background: The bid for the purchase of two (2) new 2022 Chevrolet 2500HD Truck Chassis was awarded to Joe Bullard Chevrolet on March 15, 2022. The Purchase Order was issued on April 8th after new vendor packet was received. Staff has been corresponding with Joe Bullard several times by email on the delivery of the trucks and was told numerous times that the trucks were ordered. On September 7, 2022, staff received an email from Joe Bullard Chevrolet stating that after multiple attempts to place the truck orders with General Motors that GM has discontinued accepting 2022 model orders for the HD units. Joe Bullard stated that their General Manager suggested they re-attempt the build / purchase project for 2023 models but that the 2023 model price would be more than Joe Bullard bid. The Competitive Bid Law will not allow any increase in the bid price once it is awarded. Staff recommendation is to cancel the Purchase Order with Joe Bullard Chevrolet and utilize the State of Alabama Contract or a National Contract to purchase the vehicles.

Previous Commission action/date:
02/01/2022 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the purchase of two (2) New Chevrolet or Equivalent; 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.

03/15/2022 meeting: Awarded the bid for the purchase of two (2) new 2022 Chevrolet 2500HD Truck Chassis to Joe Bullard Chevrolet for the Building Maintenance Department as follows: Make/Model: 2022 Chevrolet 2500HD Truck Chassis; Amount Bid: $40,532.00 x 2 = $81,064.00; Delivery Time: ASAP - to order.

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: 09/20/2022

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

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

Additional instructions/notes: N/A

From:	Wanda Gautney
To:	"Dan Byrd"
Cc:	Christel Watson; Junius Long; Derrick Crocker; Chris Bulman
Subject:	RE: Baldwin County Commission PO 20224863
Date:	Wednesday, September 7, 2022 3:22:00 PM
Attachments:	image003.png

Mr. Byrd

The bid was awarded to Joe Bullard Chevrolet for the purchase of the two trucks on March 15, 2022 and the Purchase Order was dated April 8, 2022.

Why was the vehicles not ordered in April when GM was still taking orders??

Thanks

Wanda Gautney, Purchasing Director
Baldwin County Purchasing Department
Phone: (251) 580-2520
Fax: (251) 580-2536
Email: wgautney@baldwincountyal.gov

From: Christel Watson <Christel.Watson@baldwincountyal.gov>
Sent: Wednesday, September 7, 2022 2:25 PM
To: Junius Long <JLLONG@baldwincountyal.gov>; Derrick Crocker <DCrocker@baldwincountyal.gov>; Chris Bulman <cbulman@baldwincountyal.gov>; Wanda Gautney <wgautney@baldwincountyal.gov>
Subject: FW: Baldwin County Commission PO 20224863

Please see email below regarding Building Maintenance's truck.

Thank you,
Christel Watson
Administrative Support Specialist III
Baldwin County Building Maintenance
1013 N. Juniper Street
Foley AL 36535
251-580-1636 Office
251-222-3742 Cell

From: Dan Byrd <dbyrd@joebullard.com>
Sent: Wednesday, September 7, 2022 2:23 PM

To: Christel Watson <Christel.Watson@baldwincountyal.gov>
Cc: Drew Favors <dfavors@joebullard.com>
Subject: RE: Baldwin County Commission PO 20224863

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

Ms. Watson;

After multiple attempts to place your truck orders and multiple build-constraint barriers, we simply have been unable to get your two—2022-model Silverado 2500HD units built. GM has discontinued accepting 2022-model orders for the HD units. After meeting with our general manager, we suggest re-attempting the build/purchase project, but re-submitting bids for the 2023 model. *Chassis Cab*.

We understand your frustration, and we greatly apologize that we have yet to be able to provide you with the trucks you are trying to purchase. Please let me know if you want us to re-submit everything—including the bid for the multiple truck order/purchase but based on the 2023 models.

Thank you,

DAN BYRD
GM Fleet Manager
Joe Bullard Chevrolet
Main 251.476.8080
Cell 251.232.3945
dbyrd@joebullard.com



From: Christel Watson <Christel.Watson@baldwincountyal.gov>
Sent: Wednesday, September 7, 2022 7:27 AM
To: Dan Byrd <dbyrd@joebullard.com>
Cc: Drew Favors <dfavors@joebullard.com>
Subject: RE: Baldwin County Commission PO 20224863

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Was you able to find anything out about our trucks in your meeting?

Thank you,
Christel Watson

Administrative Support Specialist III
Baldwin County Building Maintenance
1013 N. Juniper Street
Foley AL 36535
251-580-1636 Office
251-222-3742 Cell

From: Dan Byrd <dbyrd@joebullard.com>
Sent: Monday, August 29, 2022 9:39 AM
To: Christel Watson <Christel.Watson@baldwincountyal.gov>
Cc: Drew Favors <dfavors@joebullard.com>
Subject: FW: Baldwin County Commission PO 20224863

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

Ms. Watson;

We have yet to be able to get the order picked up, due to build constraints. I will be meeting with our GM regarding your trucks this week, along with several other units we are trying to get built.

DAN BYRD
GM Fleet Manager
Joe Bullard Chevrolet
Main 251.476.8080
Cell 251.232.3945
dbyrd@joebullard.com



From: Renae Rachel <rrachel@joebullard.com>
Sent: Monday, August 29, 2022 9:22 AM
To: Dan Byrd <dbyrd@joebullard.com>
Cc: Drew Favors <dfavors@joebullard.com>
Subject: FW: Baldwin County Commission PO 20224863

Can one of you help her with this?

-Renae

From: Christel Watson <Christel.Watson@baldwincountyal.gov>
Sent: Monday, August 29, 2022 9:20 AM

To: Renae Rachel <rrachel@joebullard.com>
Subject: Baldwin County Commission PO 20224863

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Can you please give me a status on the 2 trucks on PO 20224863?

Thank you,
Christel Watson
Administrative Support Specialist II
Baldwin County Building Maintenance
1013 N. Juniper Street
Foley AL 36535
251-580-1636 Office
251-222-3742 Cell

Baldwin County Commission

Agenda Action Form

File #: 22-1511, **Version:** 1 **Item #:** CE2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Frank Lundy, Maintenance Engineer
Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

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ITEM TITLE
Competitive Bid #WG22-37C - Provision of Ready-mix Concrete for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) Authorize the Purchasing Director to re-bid the Provision of Ready-mix Concrete; 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

Background: Bids were due to be opened on September 7, 2022, at 1:30 P.M., in the Purchasing Conference Room. No bids were received. Staff recommendation is to authorize the Purchasing Director to rebid the Provision of Ready-mix Concrete
for the Baldwin County Commission.

Previous Commission action/date:
05/03/2022 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Ready-mix Concrete 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.

06/07/2022 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Ready-mix Concrete 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.

07/19/2022 meeting: 1) Approved the specifications and authorized the Purchasing Director to place

a competitive bid for the Provision of Ready-Mixed Concrete 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.

08/16/2022 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Ready-mix Concrete 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.

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: 09/20/2022

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

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

Additional instructions/notes: N/A

BID #WG22-37D SPECIFICATIONS

Ready-Mix Concrete shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition, in effect for items delivered at time of delivery.

Test reports to be furnished upon request.

Delivery to be made not later than two (2) hours after order, or as scheduled.

Delivered to various sites in Baldwin County.

Class "A" Per Cubic Yard/Job Site
Class "B" Per Cubic Yard/Job Site

2500 PSI Per Cubic Yard/Job Site
3000 PSI Per Cubic Yard/Job Site
4000 PSI Per Cubic Yard/Job Site

Bid amounts indicated on the bid response page should be an all-inclusive total amount bid per item, including environmental fees.

It is the intent of the Commission to award to one (1) bidder. The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award.

BID #WG22-37D RESPONSE FORM
Provision of Ready-Mix Concrete

Date: _____

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

Company Name: _____

Address: _____

_____

_____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

AMOUNT BID FOR DELIVERY TO ALL SITES WITHIN BALDWIN COUNTY.

Supply Location_____

Class "A" $_____per Cubic Yard

Class "B" $_____per Cubic Yard

2500 PSI $_____per Cubic Yard

3000 PSI $_____per Cubic Yard

4000 PSI $_____per Cubic Yard

Bid amounts should be an all-inclusive total amount bid per item, including environmental fees.

Baldwin County Commission

Agenda Action Form

File #: 22-1447, **Version:** 1 **Item #:** CE3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Terri Graham, Development and Environmental Director / Ed Fox, Deputy Development and Environmental Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION
Extend the Contract for Competitive Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of-ways within the Unincorporated Areas of Baldwin County, Alabama with Creek Clean, LLC, for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on November 17, 2020. The Contract extension will expire on November 17, 2023.

BACKGROUND INFORMATION

Background: The Development and Environmental Director has requested that the Commission extend the bid for the Provision of Roadside Litter Collection Services from County Right-of-ways within the Unincorporated Areas of Baldwin County, Alabama with Creek Clean, LLC, which was awarded on November 17, 2020, for an additional twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, Creek Clean, LLC, has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The Contract extension will expire on November 17, 2023.

Previous Commission action/date:
10/05/2021 meeting: Extended the Contract for Competitive Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of-ways within the Unincorporated Areas of Baldwin County, Alabama with Creek Clean, LLC, for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on November 17, 2020. The Contract extension will expire on November 17, 2022.

11/17/2020 meeting: Awarded the bid to the lowest bidder, Creek Clean, LLC, for the Provision of

Roadside Litter Collection Services from County Right-of ways within the Unincorporated Areas in the amount of $26,800.00 per month and authorized the Chairman to execute the Contract. (Contract was for twelve (12) months effective the same day as full execution).

10/06/2020 meeting: 1) Rejected all bids received and authorized the Purchasing Director to re-bid for the Provision of Roadside Litter Collection Services from County Right-of-ways within the Unincorporated Areas of Baldwin County; 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.

09/01/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Roadside Litter Collection Services from County Right-of-ways within the Unincorporated Areas of Baldwin County, Alabama for the BCC; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the BCC to approve any necessary addendums or clarifications if required after the bid is advertised.

FINANCIAL IMPACT

Total cost of recommendation: $26,800.00 per month = $321,600.00

Budget line item(s) to be used: 51054850.51500

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

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

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 09/20/2022

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

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

Additional instructions/notes: N/A

From:	Miroslava Casanova
To:	Wanda Gautney
Subject:	RE: Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of Ways for Baldwin County Commission
Date:	Wednesday, August 24, 2022 10:13:17 AM
Attachments:	555050E540BC48F5A0EEA313CE01AA5E[27362436].png

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

Ms. Wanda Gautney,

Creek Clean, LLC agrees and looks forward to another twelve (12) month extension at the same price and terms of the original bid which was awarded on November 17, 2020.

Sincerely,



Miroslava Casanova,
Chief Marketing Officer

CREEK CLEAN

(559) 862-5801
miroslava@creekclean.com

CONFIDENTIALITY NOTICE: The contents of this email message and any attachment(s) are intended solely for the recipient(s). This email message contains confidential and/or legally privileged information. If you are not the intended recipient(s) of this email message, or if this email message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient(s) of this email message, you are hereby notified that any use, dissemination, copying, or storage of this email message or its attachments is strictly prohibited.

From: Wanda Gautney
Sent: Monday, August 22, 2022 2:28 PM
To: Miroslava Casanova
Subject: Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of Ways for Baldwin County Commission

Bid #WG20-51A – Provision of Roadside Litter Collection Services from County Right-of Ways will be expiring on November 17, 2022. The bid specifications included an option to renew the bid for an

additional twelve (12) months if the
vendor agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months. I have attached a copy of the Award Listing for your review.

Please let me know if Creek Clean, LLC **,** agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated November 17, 2020?

Thanks

Wanda Gautney, Purchasing Director
Baldwin County Purchasing Department
Phone: (251) 580-2520
Fax: (251) 580-2536
Email: wgautney@baldwincountyal.gov

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on October 6, 2020, the COUNTY authorized staff to solicit bids for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission; and

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

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

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

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER: Creek Clean, LLC

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

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

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

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

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

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

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVDIER 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 PROVDIER 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:
Creek Clean, LLC
ATTN: Miroslava Casanova
777 Lynn McGhee Drive, #462
Atmore, AL 36502

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid #WG20-51A**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG20-51A – Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission".

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an

option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification and Hold Harmless. To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, its Commissioners, and their agents, employees and representatives from and against any claims, damages, losses, demands payments, suits, actions, recoveries and judgements of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss of expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and (2) is caused in whole or in part by an actor omission of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The PROVIDER shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work pursuant to this Contract until the same shall have been completed and accepted. PROVIDER shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The PROVIDER shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. PROVIDER shall make good any injury that may have occurred to any structure or utility in consequence of the work.

In any and all claims against the County or its officers, agents, employees or representatives by any employee of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under the indemnity obligations shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

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

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

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

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

COUNTY

12/2/20

JOE DAVIS, III/ Date
Chairman

ATTEST:

12/2/20

WAYNE DYESS/ Date
County Administrator

State of Alabama)

County of Baldwin)

I, Monica English, 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 2nd day of December 2020.

Monica English
Notary Public
My Commission Expires

PROVIDER

Creek Clean, LLC

[signature] / 11/30/20

By MIRESLAVA CASANOVA / Date

Its CHIEF MARKETING OFFICER

State of Alabama)

County of Escambia)

I, Candace Sells, Notary Public in and for said County and State, hereby certify that MIRESLAVA CASANOVA as C.M.O. of Creek Clean, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Creek Clean, LLC.

GIVEN under my hand and seal on this the 30th day of November, 2020.

Candace Sells

Notary Public

My Commission Expires 11-04-2021

CANDACE SELLS NOTARY PUBLIC STATE OF ALABAMA

BID #WG20-51A RESPONSE FORM
Provision of Roadside Litter Collection Services from County Right-of-Ways

Date: OCT. 21, 2020

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

Company Name: CREEK CLEAN, LLC

Address: 777 LYNN McGHEE DR. #462
ATMORE, AL 36502

Company Rep. MIROSLAVA CASANOVA
(Rep. Name Typed or Printed)

Position: PROJECT MANAGER

Email address: miroslava@creekclean.com

Phone: (559) 862-5801

Fax: _____

Financing through another agency beside yourself _____ (Yes) or NO (No)

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

_____
Financing Agency Authorized Signature

Bid price shall be an all-inclusive monthly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

Monthly Rate Bid: $ 26,800.00

All exceptions must be listed and attached to the bid response form.

Baldwin County Commission

Agenda Action Form

File #: 22-1479, **Version:** 1 **Item #:** CE4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Ron Cink, Budget Director / Interim County Administrator / Heather Gwynn, Sales Tax Coordinator
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-59 - Provision of Baldwin County Cigarette Stamps for the Baldwin County Commission

STAFF RECOMMENDATION
Award Bid #WG22-59 - Provision of Baldwin County Cigarette Stamps to the lowest bidder, **Ashton Potter (USA) Ltd.**, as follows:

Bid #2 - Three (3) year period

Amount Bid: $1,102.50 per case

Minimum Order Quantity: 25 cases

Quantity at which a price discount will be applied: N/A

BACKGROUND INFORMATION

Background: Bids were opened in the Purchasing Conference Room on August 24, 2022, at 2:00 P.M. Two (2) bids were received. The lowest bidder, Ashton Potter (USA) Ltd., had several exceptions to the bid specifications. Sales Tax Department staff has reviewed the exceptions and are making the request that the Commission award the bid to the lowest bidder, Ashton Potter (USA) Ltd., for the provision of the Baldwin County Cigarette Stamps as per the attached Bid Tabulation.

Previous Commission action/date:
08/02/2022 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Cigarette Stamps; 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.

FINANCIAL IMPACT

Total cost of recommendation: approximately $73,000.00 for 3 years

Budget line item(s) to be used: 10055210.52110

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: 09/20/2022

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG22-59 - Bid Tabulation
Provision of Cigarette Stamps

BIDDER: Meyercord Revenue Inc.

Bid #1

Price bid for each case (case to be 25 rolls of 30,000 stamps) of cigarette stamps delivered per specifications

Specifications: **(1-year period)**	**$2,122.50**	Minimum order Quantity	**10** Cases
Quantity(s) at which a price discount will be applied.	**$2,085.00**	Price per case	**24** Cases

Bid #2

Price bid for each case (case to be 25 rolls or 30,000 stamps) of cigarette stamps delivered per specifications**:(3-year period)**

Specifications:(**3-year period**)	**$1,095.00**	Minimum order Quantity	**30** Cases
Quantity(s) at which a price discount will be applied	**$1,867.50**	Price per case	**72** Cases

Exceptions: None

BIDDER: Ashton Potter (USA) Ltd.

Bid #1

Price bid for each case (case to be 25 rolls of 30,000 stamps) of cigarette stamps delivered per specifications

Specifications: **(1-year period)**	**$1,102.50**	Minimum order Quantity	**25** Cases
Quantity(s) at which a price discount will be applied.	**N/A**	Price per case	**N/A** Cases

Bid #2

Price bid for each case (case to be 25 rolls or 30,000 stamps) of cigarette stamps delivered per specifications**:(3-year period)**

Specifications:(**3-year period**)	**$1,102.50**	Minimum order Quantity	**25** Cases
Quantity(s) at which a price discount will be applied	**N/A**	Price per case	**N/A** Cases

Exceptions:

Page 6 of the specifications requires that the "Base paper for this type stamp shall contain identifiable protective features which will at once permit analysis to establish it authenticity."

Ashton Potter (USA) Ltd. Takes the following exceptions to this requirement on a number of grounds.

1) This describes a feature provided by the County's current supplier and its inclusion limits competition.

2) Ashon Potter believes that this feature provides no material benefit to the County and as such is an unnecessary cost.

a. The requirement clearly states that this type of feature does not transfer from the base paper to the cigarette package with the cigarette stamp. This results in the ability to authenticate rolls based on this feature to inspection within the County's secure storage location, or the stamping agent's place of business. It is impossible to authenticate stamps at retail locations based on this feature.

b. In both the County's secure storage location and the stamping agent's place of business there are many state-of-art security features in the cigarette stamps themselves that allow for positive authentication and that authenticating the base paper is therefore unnecessary.

c. It should also be noted that following application of the cigarette stamps to the cigarette packages, the stamping agent will discard the base paper, in a non-secure manner, that allows potential criminals access to any genuine security feature in the base paper.

Ashton Potter focuses on providing cigarette stamps with state-of-the art security features that protect the County from counterfeit stamps and are not offiering security features in the base paper for the about reasons.

Baldwin County Commission

Agenda Action Form

File #: 22-1472, **Version:** 1 **Item #:** CE5

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Brian Peacock, CIS Director / Adam Scarborough, Assistant CIS Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-60A - Provision of Fiber Optic Network - Maintenance and Locates for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) Authorize the Purchasing Director to re-bid the Provision of Fiber Optic Network - Maintenance and Locates; 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

Background: Bids were due to be opened on August 30, 2022, at 1:30 PM in the Purchasing Conference Room. No bids were received. Staff recommendation is to authorize the Purchasing Director to re-bid the Provision of Fiber Optic Network - Maintenance and Locates for the Baldwin County Commission.

Previous Commission action/date: 08/02/2022 meeting: Authorized the Purchasing Director to place a competitive bid for the Provision of Fiber Optic Network - Maintenance and Locates for the Baldwin County Commission, 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

FINANCIAL IMPACT

Total cost of recommendation: Specifications

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: 09/20/2022

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

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

Additional instructions/notes: N/A

BID #WG22-60A INSTRUCTIONS TO BIDDERS

PREPARATION OF BIDS

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

LABOR AND MATERIALS NOT TO BE FURNISHED BY BALDWIN COUNTY, ALABAMA

The County Commission of Baldwin County, Alabama, will not furnish any labor, materials or supplies unless specifically provided in the Contract.

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.

RESPONSE SUBMISSIONS

The bidder should submit a minimum of **three (3) copies** of the **Bid Response** and all other requested information.

DEFINITION

Bidder. Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Contractor. The individual, firm or corporation, the Party of the First Part to the Contract, that has entered into a Contract awarded him by the Owner for any work covered by these Specifications, acting directly or through his agents or employees.

County. Baldwin County Commission

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.

SIGNATURE TO BIDS

Each bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall be typed or printed below with signature. A bid by a person who affixes to his signature the work “President”, “Secretary”, “Agent”, or other designation without disclosing his principal may be held to the bid of the individual signing. When requested by the County Commission of Baldwin County, Alabama satisfactory evidence of the authority of the office signing in behalf of the corporation shall be furnished.

CORRECTIONS
Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

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

The Contractor, at his own expense, shall procure all permits and licenses, pay all charges, royalties and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

WITHDRAWAL OF BIDS
Bids may be withdrawn on written or telegraphic requests received from bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OR REJECTION OF BIDS
The Contract will be awarded to the lowest responsible Bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of Baldwin County to accept it. The Bidder to whom the award is made will be notified at the earliest possible date. Baldwin County, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County.

CONTRACT AND BOND
The Bidder to whom award is made, must when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period is specified, within fifteen (15) days after the required forms are presented to him for signature.

3 originals	Contract
1 original	Performance Bond
1 original	Certificate of Insurance certifying compliance with all insurance requirements specified in the bid

CONTRACT PERIOD
It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2023 and 2024), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2022 contract with its intend to extend the contract. The prices for 2022 shall also apply to the extension period(s).

COLLUSION
If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the County.

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

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. Safety of the public and workers shall be the first priority of the

contractor at all times. Contractor will adhere to all established city, county, state and Federal OSHA safety issues. Those issues include traffic control, the wearing and use of safety equipment, and safe excavation practices.

The contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act to 1970 (PL-596) and under Section 107 of the Contract Work House and Safety Standard Act (PL91-54).

The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damages which may result from their failure or their improper construction, maintenance, or operations.

PERFORMANCE BOND

The awarded vendor shall provide the County a **$100,000.00 Performance Bond** within 15 days after the contract is awarded. The performance bond shall be required for the length of the contract. The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. Bidder(s) must have Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Prior to performing services pursuant to this Contract, BUYER 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 BUYER 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 BUYER in material default and pursue any and all remedies available.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be $500,000. Combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

INDEMNITY AND HOLD HARMLESS PROVISION

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

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

CANCELLATION CLAUSE

The County or Contractor reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, with or without cause.

DEFAULT OF CONTRACT

If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the Work with sufficient workers, equipment, or materials to insure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the County may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after such notice the Contractor does not proceed to remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the County shall have full power and authority, without impairing the obligation of the Contract or the Contract Bonds, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof; or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the County, in completing the Work and for all liquidated damages in conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceeds the sum, which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge of any office used by the Contractor his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

COORDINATION WITH BALDWIN COUNTY COMMISSION

The Contact person for the Baldwin County Commission will be Adam Scarborough, 251-580-1870.

SCOPE OF WORK

This project consists of the annual maintenance and performing of locates of the Baldwin County Fiber Network. Some of these locates will require onsite visits to mark the utilities and some can be verified remotely. It is the contractor's responsibility to determine which route is needed and that the locate responses are submitted to Alabama One Call prior to the ticket work date through an automated software like Korweb. The Baldwin County Fiber Network consists of approximately 67 route miles of armored single mode enhanced fiber constructed using underground buried ducts. The cable is in varying fiber count from 24 - 192 strands, with most of the major runs being 96 count. There also exists throughout most of the network a spare empty duct for maintenance and future system expansion. The network links multiple County facilities in Bay Minette, Loxley, Robertsdale, Silverhill, Fairhope, Magnolia Springs, and Foley. Baldwin County can provide .KMZ file of existing fiber map locations upon request but is the awarded contractors responsibility to verify information is correct once bid has been awarded. Any discrepancies or missing information needs to be reported to Baldwin County immediately so documentation can be corrected.

The General Scope of Work includes services for locating the underground fiber optic cable network and maintaining structural integrity of said network including emergency call-outs **AND** maintenance including regular inspections and repair of the outside plant to ensure no physical problems exist (e.g. Ensuring handhole covers are in place and not damaged, Inspection for erosion or washout problems that may lead to fiber damage, etc.); proper marker maintenance to include but not limited to keeping marker post visible, replacement of damaged or missing markers and installation of additional markers found to be needed to properly protect the

County's fiber (County to provide marker post); repairing damaged handholes; implementing a plan to provide rodent and pest control.

Contractor shall furnish all labor, materials, and equipment necessary to perform locate services for Baldwin County, this includes marker flags used to mark locates called in by Alabama One Call. The marker shall read **"Baldwin County Fiber Network 251- 580-1915" and be orange in color, no unmarked or non-Baldwin County flags will be accepted for use.**

Contractor will be required to locate the network in accordance with Alabama Law, including but not limited to Act 94-487, and in accordance with Alabama One Call Operating Procedures. The Baldwin County Fiber Network is currently registered with Alabama One Call. The Alabama One Call locate requests received on the Baldwin County Fiber Network numbered approximately 3300 during the period of June 1, 2021, through May 31, 2022. Contractor is required to stay in accordance with the Alabama Underground Damage Prevention Act Section 37-15-6(d). Contractor will be responsible for damages to the network resulting from failure to locate the network properly or promptly under Alabama Law and Alabama One Call Operating Procedures.

BID #WG22-60A RESPONSE FORM
Maintenance & Locates for the Fiber Optic Network
1 of 2

Date:_____

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

Alabama Contractors License No. _____

Company Name:_____

Address:_____

_____

Company Rep_____

_____
(Rep. Name Typed or Printed)

Position:_____

Phone:_____

Fax:_____

Email: _____

Financing through another agency beside yourself ____ or __x__
Yes No
If yes, must attach a copy of the financing agreement and all conditions to this response from.

_____
Financing Agency Authorized Signature

BID #WG22-60A RESPONSE FORM
Maintenance & Locates for the Fiber Optic Network
2 of 2

1) List Jurisdictions, trade categories, and corresponding license numbers in which your organization is legally qualified to do business on this project.

2) List all Maintenance & Locates projects performed in the past three years that are of equal or greater size/scope as this proposed Baldwin County project. Please provide contact person and phone numbers for references.

3) Attach a list of key personnel and a description of their experience. List the key personnel you will assign to this project.

4) Describe the resources you have in place or plan to put in place to fulfill the obligations of this contract.

5) Include any pertinent documentation to substantiate competence and financial responsibility.

Cost for Performing Locates and General Maintenance:

Monthly Cost $_____ x 12 = $_____ Total 12 Month Cost

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 #WG22-60A"**, 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 #WG22-60A named, Provision of Fiber Optic Network- Maintenance & Locates for the Baldwin County Commission".

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails 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 paid **$_____**. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

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

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

insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

XXVIII: Surety: As a material inducement for the County to enter this 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:

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

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

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

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

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

COUNTY		ATTEST:	
_____	/_____	_____	/_____
JAMES E. BALL, Chairman	/Date	RONALD J. CINK BUDGET DIRECTOR	/Date

State of Alabama)

County of Baldwin)

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

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

_____
Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Name

_____

By _____/Date

Its _____

State of _____)

County of _____)

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

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

_____

_____

Notary Public

My Commission Expires

Baldwin County Commission

Agenda Action Form

File #: 22-1525, **Version:** 1 **Item #:** CE6

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Brian Peacock, CIS Director / Engineer, Tom Granger, Sawgrass Consulting, LLC
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-62 - Perdido Bay Park Pier Restoration Project for the Baldwin County Commission

STAFF RECOMMENDATION
Award the bid for the Perdido Bay Park Pier Restoration project to the lowest bidder, **Black Diamond Construction, LLC, in the Bid Amount of $46,502.00; Construction Time: 60 working days**; and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Background: Bids were opened in the Purchasing Conference Room on September 6, 2022, at 3:00 P.M. Six (6) bids were received. The bidder, C. Sand Company, will not be considered because it does not have an Alabama General Contractors License and is an out of state company not registered as a foreign corporation with the Alabama Secretary of State to do business in Alabama. The lowest bid was received from Black Diamond Construction, LLC, in the bid amount of $46,502.00. The Engineer, Tom Granger with Sawgrass Consulting, LLC, has reviewed the bid responses and submitted the certified Bid Tabulation and letter recommending that the bid be awarded to the lowest bidder, Black Diamond Construction, LLC, in the amount of $46,502.00. Bid Tabulation attached.

The Perdido Bay Park Pier was damaged during Hurricane Sally. Funding for this project will be 75% FEMA funds with a 25% County match.

Previous Commission action/date:
06/21/2022 meeting: 1) Approved the Purchasing Director and Consulting Engineer to place competitive bids for the following Hurricane Sally FEMA Parks projects: Perdido Bay Park Pier Restoration; Lillian Boat Launch and Park (Fishing Pier, Boardwalk, Bulkhead) Restoration 2) Approved and authorized the Chairman to execute the U. S. Department of Army, Corps of Engineers Permit Application for the Bulkhead replacement at Lillian Boat Launch. project.

FINANCIAL IMPACT

Total cost of recommendation: $46,502.00

Budget line item(s) to be used: 75% FEMA Funds & 25% Park Funds (14457200.55901)

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

..
Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 09/20/2022

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

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

Additional instructions/notes: N/A

SAWGRASS

30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

September 9, 2022

Baldwin County Purchasing Office
Annex III Building
257 Hand Ave
Bay Minette, AL 36507

RE: Recommendation to Award – Black Diamond Construction

Dear Wanda Gautney,

Sawgrass Consulting has tabulated and certified the results of the bidder's proposals for the contract for the Perdido Bay Park and Pier Restoration, received September 6, 2022. The proposal and qualifications of the lowest responsible bidder are in order; therefore, we recommend that the Baldwin County Commission award the construction contract to Black Diamond Construction (AL License No. 55854) for the bid amount of $46,502.00.

Please review the attached Bid Tabulation Summary for reference. Please contact me at 251-544-7900 ext. 206, if you have any questions regarding these results.

Sincerely,

Thomas E Granger, PE
President

Enclosures

Owner:
Project: **PERDIDO BAY PARK RESTORATION**
Date: **September 2022**

SAWGRASS

BID TABULATION

ITEM #	DESCRIPTION	UNIT	QTY	BLACK DIAMOND CONSTRUCTION		HARRIS AND COMPANY		MD THOMAS CONSTRUCTION LLC		BLADE CONSTRUCTION INC		GREEN CO CONSTRUCTION		C SAND COMPANY NO GENERAL CONTRACTORS LICENSE	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
206-A	DEMO AND REMOVAL OF DECKING, JOISTS, AND HANDRAIL	LS	1	$ 3,500.00	$ 3,500.00	$ 9,000.00	$ 9,000.00	$ 16,000.00	$ 16,000.00	$ 15,000.00	$ 15,000.00	$ 21,000.00	$ 21,000.00		$ -
1000-A	RECONSTRUCT NEW JOISTS, DECKING AND HANDRAIL	SF	1103	$ 34.00	$ 37,502.00	$ 55.00	$ 60,665.00	$ 49.86	$ 54,995.58	$ 55.00	$ 60,665.00	$ 102.26	$ 112,792.78		$ -
									~~$ 55,000.00~~				~~$ 112,792.00~~		
600-A	MOBILIZATION	LS	1	$ 5,500.00	$ 5,500.00	$ 11,335.00	$ 11,335.00	$ 12,000.00	$ 12,000.00	$ 20,000.00	$ 20,000.00	$ 7,500.00	$ 7,500.00		$ -
	TOTAL AMOUNT			***$ 46,502.00***		*$ 81,000.00*		*$ 82,995.58*		*$ 95,665.00*		*$ 141,292.78*		$	-
								~~$ 83,000.00~~				~~$ 141,292.00~~			

I certify that this Bid Tabulation is true and accurate based on unit prices provided by each individual bidder. All corrections are evident and as shown in the tabulation.

TL Kemp 09/09/22
Project Manager Date

ITEMX

CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama)
County of Baldwin)

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

WITNESSETH

Whereas, the Baldwin County Commission at it **September 20, 2022,** meeting awarded the bid for the **PERDIDO BAY PARK PIER RESTORATION Project**, to **Black Diamond Construction, LLC,** in the amount of **$46,502.00 with a completion time of SIXTY (60) WORKING DAYS.**

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

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

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

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

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

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

VI. Legal Compliance. The PROVIDER shall at all times comply with all applicable federal, state, local and municipal laws and regulations.

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

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

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

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

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

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

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

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

PROVIDER: Black Diamond Construction, LLC
25910 Canal Road, Suite 0, Box 108
Orange Beach, AL 36561
Attn: Chris Zimmerman

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

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

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

PROJECT NAME: **PERDIDO BAY PARK PIER RESTORATION**

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

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

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

ATTACHMENTS:

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

PROJECT: PERDIDO BAY PARK PIER RESTORATION COUNTY and PROVIDER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Contract noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVI. General Responsibilities of the COUNTY.

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

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

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

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

XVIII. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a pa1t of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

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

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

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

In making the partial payments, there shall be retained not more than **five percent** of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and **after 50 percent completion** has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract unless the escrow or deposit arrangement as described in Code of Alabama (1975) Section 39··2-12 subsections (f) and (g) is utilized. PROVIDER, however, no retainage shall be withheld on contracts entered into by the Alabama Department of Transpo1tation for the construction or maintenance of public highways, bridges, or roads.

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement.

Final payment will be made 30 days after the last day of advertisement.

XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The PROVIDER shall have SIXTY (60) WORKING DAYS after the notification to proceed to complete the work. The Contract shall terminate upon either the expiration of no more than SIXTY (60) WORKING DAYS after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the COUNTY. [Nothing herein stated shall prohibit the COUNTY from otherwise terminating this Contract according to the provisions herein.]

XXll. 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.

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

XXlV. Number of Originals. This Contract shall be executed with four (4) originals, all of which are equally valid as an original.

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

XXVI. Insurance. The PROVIDER shall provide all insurance required in Item Vlll Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof: Auto Liability insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the COUNTY as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to COUNTY, shall be furnished to COUNTY, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to COUNTY in the event of cancellation,

termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against COUNTY and COUNTY Representatives. Should PROVIDER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, COUNTY may, at its option, suspend this 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. (Note: The PROVIDER shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

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

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

B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response

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

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

XXVIII. Liquidated Damages

Liquidated damages will be assessed according to the Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition, Section I 08.11.

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

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

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

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand ($50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the COUNTY of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-l(g) Code of Alabama (1975), as amended.

XXX. FUNDING SOURCE

The Public works project is funded with 75% Federal Emergency Management Agency (FEMA) participation and 25% County funds.

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

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

COUNTY

BALDWIN COUNTY COMMISSION ATTEST:

_____ _____

JAMES E. BALL /Date RONALD J. CINK /Date
Chairman Budget Director

State of Alabama)

County of Baldwin)

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

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

_____
Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Black Diamond Construction, LLC

By_____ Date Its

_____

State of Alabama)

County of Baldwin)

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

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

_____
Notary Public
My Commission Expires

GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150
GulfCoastMedia.com

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

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

08/12/2022, 08/19/2022, 08/26/2022

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

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

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

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 11, 2026

NOTARY PUBLIC ALABAMA
AMBER KIMBLER
My Commission Expires
April 11, 2026

Sworn and subscribed to on 08/26/2022.

BALDWIN COUNTY COMMISSION - LEGA
Acct#: 984131
Ad#: 338554
BID #WG22-62
Amount of Ad: $778.28
Legal File# BID #WG22-62

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until 3:00 PM on September 6, 2022, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows: BID #WG22-62- PERDIDO BAY PARK PIER RESTORATION PROJECT FOR THE BALDWIN COUNTY COMMISSION - SIXTY (60) WORKING DAYS are allowed for the construction of the project.

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

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

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

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

Plans and Specifications can be downloaded from the Purchasing website at www.baldwincountyal.gov No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on, August 30, 2022, at 3:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present al the pre-bid conference.

The Public works project which is the subject of this invitation to bid is funded with 75% Federal Emergency Management Agency (FEMA) participation and 25% County funds.

Davis Bacon Wage Rates do not apply.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama., as required by Chapter 8 of Title 34 of the Code of Alabama (1975). In addition, non-residents of the State, if a corporation or any other entity, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama. The right to reject any or all bids and to disregard any minor irregularities is reserved by the owner.

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

James E. (Jeb) Ball
Chairman,
Baldwin County Commission
August 12-19-26, 2022

RECEIVED
SEP 01 2022
Accounting/R.Benson

ALABAMA MEDIA GROUP

AL Legal Liner

Press Register

LEGAL AFFIDAVIT

AD#: 0010411412 Total $744.83

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 08/12, 08/19, 08/26/2022

Principal Clerk of the Publisher

JUANITA DEPUY
MY COMMISSION EXPIRES
MARCH 1, 2025
NOTARY PUBLIC
STATE OF ALABAMA

Sworn to and subscribed before me this 26th day of August 2022

Notary Public

ADVERTISEMENT FOR BIDS

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

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

The right to reject any or all bids and to disregard any minor irregularities is reserved by the owner.

COUNTY COMMISSION OF
BALDWIN COUNTY,
ALABAMA
James E. Ball
s/s James E. (Jeb) Ball
Chairman, Baldwin County Commission
PRESS REGISTER
August 12, 19, 26, 2022

14452700.52530

Baldwin County Commission

Agenda Action Form

File #: 22-1493, **Version:** 1 **Item #:** CE7

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Chief Antony Lowery / Major Steve Arthur
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-68 - Provision of Pest Control Services for Baldwin County Corrections Center

STAFF RECOMMENDATION
Take the following actions:

1) **Rescind** the award made on August 2, 2022, Item No. BE6 for Bid #WG22-49- Provision of Pest Control Services to Guardian Pest Services, Inc. d/b/a Knox Pest Control in the amount of $165.00 per month for the Baldwin County Corrections Center; and

2) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Pest Control Services for the Baldwin County Corrections Center located in Bay Minette and 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

Background: The bid for pest control services was awarded to Guardian Pest Services, Inc., d/b/a Knox Pest Control for the Baldwin County Corrections Center in the amount of $165.00 per month. The Corrections Center is requesting that the services be done after 10:00 p.m. The inmates are locked down at 10:00 p.m. for the night and if the facility is sprayed after that hour, the spray is dry by 5:00 a.m. when they are allowed back out of their cells thus eliminating them ingesting any of the poison. Guardian Pest Services, Inc., d/b/a Knox Pest Control has stated in the attached email that they are unable to provide the services after normal working hours at their bid price of $165.00 per month. They will have to pay their technician overtime which would require them to increase their bid price.

Staff recommendation is to reject the award made on August 2, 2022, Item No. BE-6 for Bid #WG22-49- Provision of Pest Control Services to Guardian Pest Services, Inc., d/b/a Knox Pest Control in the amount of $165.00 per month for the Baldwin County Corrections Center; and approve the specifications and authorize the Purchasing Director to place a new competitive bid for the Provision of Pest Control Services for the Baldwin County Corrections Center.

Previous Commission action/date:
06/21/2022 meeting: 1) Approved the specifications for the Provision of Pest Control Services and authorized the Purchasing Director place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commission for the Baldwin County Commission to approve any necessary addendums for clarifications if required after the bid is advertised.

08/02/2022 meeting: Awarded the bid to the lowest bidder, Guardian Pest Services, Inc., d/b/a Knox Pest Control for the Provision of Pest Control Services as per the Award Listing.

08/16/2022 meeting: Determined that the bid protest for Competitive Bid #WG22-49 - Provision of Pest Control for the Baldwin County Commission is not in the public interest and does not present clear and convincing evidence of fraud, misrepresentation, other illegality or gross impropriety in the selection of a 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: 09/20/2022

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

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

Additional instructions/notes: N/A

From:	Chad Peacock
To:	Wanda Gautney; Sherry Smith
Cc:	"Ryan Gates"; trippshute@knoxpest.net; clintwalker@knoxpest.net
Subject:	RE: Baldwin Corrections Center Pest Control
Date:	Tuesday, September 6, 2022 9:57:43 AM
Attachments:	image005.png image001.png

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

That's fine. I will have this location removed from our system. Let me know I need to do anything else with it.

Thanks.

Chad Peacock
Knox Pest Control
706-615-1746
706-530-1277
chadpeacock@knoxpest.com

From: Wanda Gautney <wgautney@baldwincountyal.gov>
Sent: Tuesday, September 6, 2022 10:12 AM
To: Chad Peacock <chadpeacock@knoxpest.com>; Sherry Smith <SSMITH@baldwincountyal.gov>
Cc: 'Ryan Gates' <ryangates@knoxpest.com>; trippshute@knoxpest.net; clintwalker@knoxpest.net
Subject: RE: Baldwin Corrections Center Pest Control

Chad,
We cannot change the bid price so we will cancel that section of the bid and do a individual bid for the services at the Jail. The Commission will send you a letter letting you know of the cancelation on the Jail building.

Thanks

Wanda Gautney, Purchasing Director
Baldwin County Purchasing Department
Phone: (251) 580-2520
Fax: (251) 580-2536
Email: wgautney@baldwincountyal.gov

From: Chad Peacock <chadpeacock@knoxpest.com>
Sent: Tuesday, September 6, 2022 9:08 AM
To: Sherry Smith <SSMITH@baldwincountyal.gov>
Cc: Wanda Gautney <wgautney@baldwincountyal.gov>; 'Ryan Gates' <ryangates@knoxpest.com>; trippshute@knoxpest.net; clintwalker@knoxpest.net
Subject: RE: Baldwin Corrections Center Pest Control

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

Good morning, Sherry. There are a few things that we need to discuss about treating the jail after 10 PM.
The need for after hours service was not mentioned in the bid package or we would have priced it accordingly and made plans for after hours service. This is something that we are willing to do but the price needs to be adjusted accordingly to pay an employee overtime. We are currently doing the Baldwin County Jail for $165 monthly. A new proposed priced price to treat after 10 pm monthly would be $365.
I realize this is a much higher price than quoted originally. This treating time causes us to have to pay a tech overtime and then that tech missing time the next day due to getting home in the early morning hours of the day.

Thanks and let me know how to proceed.

Chad Peacock
Knox Pest Control
706-615-1746
706-530-1277
chadpeacock@knoxpest.com

BID #WG22-68 SPECIFICATIONS

The Baldwin County Commission is seeking bids for pest control services for all Baldwin County Commission facilities.

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

Bidder shall give unit prices as indicated on the Bid Response Form; prices shall be firm for the period in which the bid is in effect.

It is the intent of the Baldwin County Commission to award this contract for twenty-four (24) calendar month period beginning on day of award. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to one (1) additional year (2024). The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2022 contract with its intent to extend the contract. The Contractor shall respond in writing to the Baldwin County Purchasing Manager stating it will or will not agree to the contract extension. The said response shall be made to the Baldwin County Purchasing Manager within ten (10) calendar days of receipt of the Commission's intent to extend letter. The prices for 2022 shall also apply to the extension period(s).

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

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

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only.

Baldwin County Commission reserves the right to reject any and all bids.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. **All exceptions must be listed and attached to the bid response form.**

The Baldwin County Commission intends to award the bid to one vendor.

BIDDER QUALIFICATIONS

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

INSURANCE

Successful bidder must furnish a Certificate of Insurance that covers General Liability, Auto Liability, Worker's Compensation, and Pesticide or Herbicide Applicator Coverage. Limits will be equal to or more than enclosed specimen.

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

CONTRACT CANCELLATION

The County may terminate the contract with thirty (30) days written notice if it is determined the level of service is inadequate or if the contractor fails to comply with the requirements of the specifications. The County shall be the sole judge of compliance.

SUBMITTALS

Copies of labels and Material Safety Data Sheets for all chemicals to be used shall be submitted upon request.

PRODUCT HANDLING

Use of all means necessary to protect property and buildings before, during and after treatment and to protect the treatment and materials of other work.

In the event of damage, immediately contact the Baldwin County Commission Purchasing Manager and arrange for replacements and repairs.

MATERIALS

To the extend approved by governmental agencies having jurisdiction, use working solutions as recommended by the manufacture for pest treatments and in accordance with National Pest Control Association standards.

Odorless chemicals shall be used when regular chemicals present an inconvenience (meeting, conferences, seminars, public events, etc.) to personnel or public.

SCOPE OF SERVICES

Furnish all materials, labor, equipment, and insurance necessary to inspect and service each building as designated or more often if necessary to insure maximum sanitation with respect to vermin and rodents.

Treatment (all buildings) shall include pest control services for complete control of, but not limited to: rats, mice, ants (including carpenter), roaches, beetles (including wood boring), box elder bugs, caterpillars, moths, centipedes, millipedes, lice, mites, crickets, earwigs, silverfish, fire brats, sowbugs, pill bugs, ticks, fleas, spiders, crabs, bedbugs, bees, wasps, yellow jackets and hornets.

Pest Control Services (all buildings) shall include inside premises, outside wall junctures and 5 feet from base of the building.

Pest Control Services will be quoted on a monthly basis. If the building occupants see insects between the treatments, then the exterminating company will come back and re-spray at **no charge.** When a call back is received by the successful bidder to re-spray, a forty-eight (48) hour response is required. Only the areas where insects have been reported will be re-sprayed.

A cost shall be listed on the Bid Response Form for outside rat bait stations. The bid price listed should be the monthly cost **PER SITE location** not a per rat box price. **The rat bait stations bid price will not be considered to determine the bid award.**

This service does not include pests that require special treatment, such as termites, snakes, etc.

All invoices will have a copy of the service ticket attached when submitted for payment. The service ticket must be signed at the time of service by a county employee located at County facility. Invoices will not be processed if the signed tickets are not attached.

Prior to all Work carefully inspect all structures and verify the conditions involved in performing the work. Note that all rodent carcasses and old baits are to be removed from the premises. Avoid damage to property and protect the public, buildings, plants, furniture, etc. which may be damaged in the process of doing work. All damage shall be at the Contractor's expense with no additional cost to the Owner.

In the event upon carrying out the work of this contract the exterminator discovers pest which are not covered by these specifications he will notify the Baldwin County Commission immediately.

Do no dispose of any Pesticides, Rodenticide, or other material on the property.

Contractors must not use Baldwin County sites to prepare or dispose of any pesticide or chemicals, including any pest carcass.

Application or treatment shall be scheduled so as to offer a minimum of interference with normal operations.

Services must be performed after 10:00 P.M., at this facility.

BID #WG22-68 RESPONSE FORM
Provision of Pests Control Services for the Baldwin County Corrections Center

Date:_____

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

Company Name:_____

Address:_____

_____

Company Rep_____

_____
(Rep. Name Typed or Printed)

Position:_____

Email: _____

Phone:_____

Fax:_____

Financing through another agency beside yourself ___ or XX___
Yes No
If yes, must attach a copy of the financing agreement and all conditions to this response form.

_____
Financing Agency Authorized Signature

All exceptions must be listed and attached to the bid response form.

BID #WG22-68 RESPONSE FORM

Provision of Pest Control Services for the Baldwin County Corrections Center

The building listed shall be treated monthly as designated with no charge follow-up.

M-denotes Monthly treatment

Bay Minette	Service	Amount
200 Hand Ave Baldwin County Correction Center (All Bldgs.)	M	
Rat Bait Stations (per site location)	M	

****** The rat bait stations bid price will not be considered to determine the bid award.

Baldwin County Commission

Agenda Action Form

File #: 22-1485, **Version:** 1 **Item #:** CE8

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Dean Mott, Probate Office Chief Clerk
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Probate Office - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc.

STAFF RECOMMENDATION
Related to the Probate Office Computer Software Agreement, take the following action:

Approve and authorize the Chairman to execute the Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc., with a new monthly rate in the amount of $8,145.00, effective October 1, 2022. This agreement shall remain in effect for one (1) year and automatically renew annually for up to three (3) years.

BACKGROUND INFORMATION

Previous Commission action/date: Annual

Background: The Computer Software Support Agreement is renewed on an annual basis, with a standard adjustment.

FINANCIAL IMPACT

Total cost of recommendation: $97,740.00 ($8,145.00 Monthly)

Budget line item(s) to be used: 10051300.52350

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 09/20/2022

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

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

Additional instructions/notes: N/A

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____, _____

BALDWIN COUNTY, AL
_____.
Client Name

_____.
Client Signature

_____.
Printed Name

_____.
Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: BALDWIN COUNTY, AL-PROBATE OFFICE AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2022 These charges will be billed on 9/15/2022 due for payment 10/ 1/2022.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
745	Instrument Indexing	09/2021	550.00	580.00	
2014	Web Site Hosting Inquiry To Marriage License Index	09/2021	180.00	190.00	
2016	Web Site Hosting Inquiry To Ucc Index Records	09/2021	180.00	190.00	
2018	Web Site Hosting Inquiry To Deed Instrument Index	09/2021	900.00	945.00	
2403	Inquiry To Deed Instrument Images Via Internet	09/2021	4,190.00	4,400.00	
2915	Intranet Inquiry System	09/2021	95.00	100.00	
3278	Barcoded Batch Scanning Land Records	09/2021	420.00	440.00	
8920	(12) Scan Stations-Instruments/Courts	09/2010	1,236.00	1,300.00	
	Note: Updated to actual number of stations				
IVMCBP03(1)		TOTAL:	7,751.00	8,145.00	MONTHLY

Agreed this _____ day of _____, 2022. BALDWIN COUNTY, AL
County/Office Name

Accepted: Delta Computer Systems, Inc. Client Signature Printed Name

TO: BALDWIN COUNTY PROBATE OFFICE
P.O. BOX 459
BAY MINETTE AL 36507

Baldwin County Commission

Agenda Action Form

File #: 22-1464, **Version:** 1 **Item #:** CE9

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Seth Peterson, Pre-Construction Manager
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Project No. HW22145 - Repairs to Baldwin Beach Express (BBE) Southbound Bridge over Rock Creek Located in Robertsdale, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION
Award the bid for Project No. HW22145 - Repairs to Baldwin Beach Express (BBE) Southbound Bridge over Rock Creek to the lowest bidder, **McInnis Construction, LLC, in the bid amount of $137,757.00; Completion Time: 30 working days**; and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Background: Bids were opened in the Purchasing Conference Room on August 30, 2022, at 2:00 P.M. Two (2) bids were received. The lowest bid was received from McInnis Construction, LLC, in the amount of $137,757.00. Joey Nunnally, County Engineer, reviewed the bid responses and has submitted the certified bid tabulation and letter recommending the bid be awarded to the lowest bidder, McInnis Construction, LLC., in the amount of $137,757.00. Bid Tabulation attached.

Previous Commission action/date:
08/02/2022 meeting: 1) Rejected the two (2) quotes received for Project No. HW22145 - for the Baldwin Beach Express (BBE) Southbound Bridge Repairs over Rock Creek located in Robertsdale, Alabama; and 2) Authorized the Purchasing Director to place a competitive bid for Project No. HW22145 - for the Baldwin Beach Express (BBE) Southbound Bridge Repairs over Rock Creek located in Robertsdale, Alabama.

FINANCIAL IMPACT

Total cost of recommendation: $137,757.00

Budget line item(s) to be used: HW22145

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

..
Is advertising required for this recommendation? 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: 09/20/2022

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

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

Additional instructions/notes: N/A

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

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

August 30, 2022

Baldwin County Commission
312 Courthouse Square
Bay Minette, AL 36507

RE: HW22145
Repairs To Baldwin Beach Express (BBE) SB Bridge Over Rock Creek (Bin 020021)
Bid Award Recommendation

Dear Commissioners:

My office has thoroughly reviewed the bids taken on August 30, 2022, for the above referenced project. Two (2) bids were received from contractors. McInnis Construction, LLC. was the low bidder with a bid of $137,757.00.

Upon inspection, it was determined that there were no errors in each proposal. Additionally, all bid packages have been reviewed for the inclusion of the appropriate bid bond.

Based on this information, it is my recommendation that the Baldwin County Commission award this contract McInnis Construction, LLC.

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

Sincerely,

Joey Nunnally, P.E.
COUNTY ENGINEER

JN/sa

HW22145
REPAIRS TO BALDWIN BEACH EXPRESS (BBE) SB BRIDGE OVER ROCK CREEK (BIN 020021)
BID TABULATION
BALDWIN COUNTY

Item No.	Item Description	Units	Quantity	McInnis		McElhenney	
				Unit Price	Bid Amount	Unit Price	Bid Amount
1	REPAIRS TO BALDWIN BEACH EXPRESS OVER ROCK CREEK (BIN 020021)	LS	1	$137,757.00	$137,757.00	$145,653.65	$145,653.65
		TOTAL BID AMOUNT		$137,757.00		$145,653.65	
		Bid Bond Included		Yes		Yes	
		Contract Returned		Yes		Yes	

ENGINEER'S CERTIFICATE:

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

Joey Nunnally, P.E.

9/1/22

Date

ITEM IX

CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama)
County of Baldwin)

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

WITNESSETH:

Whereas, the Baldwin County Commission at its, September 20, 2022 meeting awarded the bid for **BALDWIN COUNTY PROJECT NO. HW22145 REPAIRS TO BALDWIN BEACH EXPRESS (BBE) SB BRIDGE OVER ROCK CREEK (BIN 020021** to McInnis Construction, LLC., in the amount of ($ 137,757.00) with a completion time of **THIRTY (30) WORKING DAYS.**

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

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

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

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

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

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

VI. Legal Compliance. The PROVIDER shall at all times comply with all applicable federal, state, local and municipal laws and regulations.

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

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

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

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

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

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

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

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

PROVIDER: McInnis Construction, LLC.
P.O. Box 730
Summerdale, AL 36580

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

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

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

BALDWIN COUNTY PROJECT NO. HW22145 REPAIRS TO BALDWIN BEACH EXPRESS (BBE) SB BRIDGE OVER ROCK CREEK (BIN 020021)

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

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

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

similar PROVIDERS under similar circumstances at the time the services are performed.

ATTACHMENTS:

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

BALDWIN COUNTY PROJECT NO. HW22145 REPAIRS TO BALDWIN BEACH EXPRESS (BBE) SB BRIDGE OVER ROCK CREEK (BIN 020021)

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

XVI. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

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

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

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

XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The PROVIDER shall have **THIRTY (30) WORKING DAYS** after the notification to proceed to complete the work. The Contract shall terminate upon either the expiration of no more than **THIRTY (30) WORKING DAYS** after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the COUNTY. [Nothing herein stated shall prohibit the COUNTY from otherwise terminating this Contract according to the provisions herein.]

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

XXIII. Indemnification. PROVIDER shall indemnify, defend and hold the COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as “COUNTY”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability

coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXIV. Number of Originals. This Contract shall be executed with FOUR (4) originals, all of which are equally valid as an original.

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

XXVI. Insurance. The PROVIDER shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the COUNTY as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to COUNTY, shall be furnished to COUNTY, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to COUNTY in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against COUNTY and COUNTY Representatives. Should PROVIDER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, COUNTY may, at its option, suspend this 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. (Note: The PROVIDER shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

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

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

consider as a delay caused by the COUNTY, and the PROVIDER waives all rights to claim that any such delay was the fault of the COUNTY.

B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response

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

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

XXVIII. Liquidated Damages

Liquidated damages will be assessed according to the Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition, Section 108.11.

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

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

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

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand ($50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion

of the contract to be published one time in a newspaper of general circulation, published in the COUNTY of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

XXX. The public works project which is the subject of this invitation to bid is 100% County Funding.

Davis Bacon Wage Rates do not apply.

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

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

COUNTY
BALDWIN COUNTY COMMISSION

_____/_____
Chairman /Date

ATTEST:

_____/_____
County Budget Director /Date

PROVIDER:

_____/_____:

By_____/Date

Its _____

***NOTARY PAGE TO FOLLOW*:**

State of Alabama)
County of Baldwin)

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

GIVEN under my hand and seal on this the _____day of _____, 20___.

_____
Notary Public
My Commission Expires:_____

State of _____)
County of_____)

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

GIVEN under my hand and seal on this the____day of_____, 20____.

_____
Notary Public
My Commission Expires: _____

GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150
GulfCoastMedia.com

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

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

08/05/2022, 08/12/2022, 08/19/2022

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

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

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

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 11, 2026

NOTARY PUBLIC ALABAMA
AMBER KIMBLER
My Commission Expires
April 11, 2026

Sworn and subscribed to on 08/19/2022.

BALDWIN COUNTY COMMISSION - LEGA
Acct#: 984131
Ad#: 338393
Bridge Repairs over Rock Creek
Amount of Ad: $757.76
Legal File# Wanda G.

ADVERTISEMENT
FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until 2:00 PM on August 30, 2022, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

PROJECT NO. HW22145
REPAIRS TO BALDWIN BEACH EXPRESS (BBE) SB BRIDGE OVER ROCK CREEK (BIN 020021)

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

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

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

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

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.
Specifications are on file and can be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact Stacy Appleton at sappleton @baldwincountyal.gov with any questions. Alternatively, Plans and Specifications can be downloaded at https://open.baldwincountyal.gov/BidsVendor/VendorRegistration.aspx No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on August 23, 2022, at 3:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34 of the Code of Alabama (1975). In addition, non-residents of the State, if a corporation or any other entity, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law.
No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama.

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

James E. (Jeb) Ball
Chairman,
Baldwin County Commission
August 5-12-19, 2022

ALABAMA MEDIA GROUP

AL Legal Liner

Press Register

LEGAL AFFIDAVIT

AD#: 0010411865 Total $722.17

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 08/05, 08/12, 08/19/2022

Principal Clerk of the Publisher

Sworn to and subscribed before me this 19th day of August 2022

Notary Public

JUANITA DEPUY
MY COMMISSION EXPIRES
MARCH 1, 2025
NOTARY PUBLIC
STATE OF ALABAMA

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until 2:00 PM on August 30, 2022, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

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

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

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

Specifications are on file and can be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact Stacy Appleton at sappleton@baldwincountyal.gov with any questions. Alternatively, Plans and Specifications can be downloaded at https://open.baldwincountyal.gov/BidsVendor/VendorRegistration.aspx No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on August 23, 2022, at 3:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

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

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

COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA
James E. (Jeb) Ball
Chairman, Baldwin County Commission
PRESS REGISTER
August 5, 12, 19, 2022

11153100 .52530

Baldwin County Commission

Agenda Action Form

File #: 22-1459, **Version:** 1 **Item #:** CE10

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Brian Peacock, CIS Director / Madison Steele, Parks Horticulturist / Junius Long, Facilities Coordinator / Chris Bulman, Building Maintenance
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Quotes for Repairs to Josephine Park Boardwalk Located in Josephine, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION
Approve Change Order #1 in the amount of **$2,680.00** with **Harris and Company, LLC**, on the repairs to the Josephine Park Boardwalk located in Josephine, Alabama and authorize the Chairman to execute the Change Order.

BACKGROUND INFORMATION

Background: Staff is submitting for Commission approval Change Order #1 in the amount of $2,680.00 on the repairs to the Josephine Park Boardwalk. The change order will increase the construction time by 20 days for the additional work and for rain days. The additional cost is for damage that was discovered during demo to the outer joist boards on both sides of the pier and rotten 6x6's as per the attached scope of work. The original contract price was $26,800.00; including Change Order #1 the new construction cost is $29,480.00.

Previous Commission action/date:
06/21/2022 meeting: Awarded the lowest quote for the repairs to the Josephine Park Boardwalk to Harris and Company, LLC, in the amount of $26,800.00 and authorized the Chairman to execute the Public Works Contract and the Certificate of Compliance.

FINANCIAL IMPACT

Total cost of recommendation: $2,680.00

Budget line item(s) to be used: 14457200.55901

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
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: 09/20/2022

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

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

Additional instructions/notes: N/A

CHANGE ORDER

Order No. 1

Date: August 31, 2022

Agreement Date: July 18, 2022

NAME OF PROJECT: **Repairs to the Josephine Park Boardwalk Located in Josephine, AL**

OWNER: **Baldwin County Commission**

CONTRACTOR: **Harris & Company, LLC**

The following changes are hereby made to the CONTRACT DOCUMENTS:

Increase in project cost for unforeseen damage to outer joist boards on both sides of pier per attached quote.

Increase contract time by 20 days due rain.

TOTAL **$2,680.00**

The Original (CONTRACT PRICE)	$	**26,800.00**
Net change by previously authorized Change Orders	$	**0.00**
The (Contract Price) prior to this Change Order was	$	**26,800.00**
The new (Contract Price) will be (increased) by this Change Order	$	**2,680.00**
The new (CONTRACT PRICE) including this CHANGE ORDER will be	$	**29,480.00**

The Original (CONTRACT TIME)	**30 calendar days**
The (CONTRACT TIME) will be (increased) by this Change Order	**20 calendar days**
The new (CONTRACT TIME) including this CHANGE ORDER will be	**50 calendar days**

CONTRACTOR: _____

RECOMMENDED: _____

OWNER: _____

HARRIS & CO.

Harris and Company, LLC.
Robertsdale, Alabama

CUSTOMER:

Baldwin County Commission

DATE:

8-22-2022

SCOPE OF SERVICE
Addon to pier in Josephine Park Boardwalk
Un-seen damage to outer joist boards on both sides of pier have been discovered in the demo of pier. Chris and madison come and assessed damage and agreed they needed to be replaced for project to be done right.
Also termite and rot damage to 6x6 pilings (5)
32 additional 2x8x12 joist 5 repairs to 6x6 pilings Additional labor + disposal fee Additional screws, bolts, hardware total estimate - ~~$3,188.00~~ $2,680.00

HARRIS & CO.

8-22-2022
DATE

CUSTOMER

DATE

Baldwin County Commission

Agenda Action Form

File #: 22-1475, **Version:** 1 **Item #:** CE11

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director
Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

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ITEM TITLE
Rental of Four (4) Copy Machines for Baldwin County Building Inspection Department and Baldwin County Sheriff's Offices

STAFF RECOMMENDATION
Approve and authorize the Chairman to execute the rental agreements with Sharp Electronics Corporation for the rental of four (4) new copy / scanner / fax machines off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Location: Baldwin County Building Inspection Department - Robertsdale
Model: BP-70C55
Price: $213.94 / month
Excess Charge / copy: $0.0054 B/W & $0.0400 Color

Location: Sheriff's Office - Foley
Model: MX-M6071S
Price: $186.02 / month
Excess Charge / copy: $0.0049 / BW

Location: Sheriff's Office - Fairhope
Model: MX-M6071S
Price: $182.51 / month
Excess Charge / copy: $0.0049 / BW

Location: Sheriff's Office - Narcotics Division - Robertsdale
Model: MX-M6071S
Price: $186.02 / month
Excess Charge / copy: $0.0049 / BW

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The current copy machine lease agreements for the Baldwin County Building Inspection Department and Baldwin County Sheriff's Offices have ended. The old machines will be replaced with new copiers, which will be leased off the State of Alabama Contract. Sharp Electronics Corporation has submitted rental agreements to replace the old copy machines with new machines. The rental agreements are for thirty-six (36) months and will include all supplies, toner, and developer. We are currently paying $865.81 for these machines. The new monthly cost is $768.49 which is a cost savings of $97.32 per month.

FINANCIAL IMPACT

Total cost of recommendation: $9,221.88 per year

Budget line item(s) to be used: 10052710.52230 and 10052100.52230

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Standard State of Alabama Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 09/20/2022

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

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

Additional instructions/notes: N/A

Order # B351

Sharp Electronics Corporation

Order Address: 100 Paragon Drive, Montvale, NJ 07645

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:	SHIP TO:
Baldwin County Commission	Building Inspection Department
312 Courthouse Square Suite 11	
Bay Minette, AL 36507	22251 Palmer St.
	Robertsale, AL 36567
TELEPHONE # (251) 580-1911	TELEPHONE # 251-580-1886
Contact: Sherry Smith	Contact: Tammy Thomley
DATE	BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama Contract # 140603-AL-06

RATE: Monthly Base Charge: $213.94 Copies Included N/A Excess Charge Per Copy $ $.0054 B/W $.0400 Color

3 Yr Equip. Total $7,701.84

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	BP-70C55			
	BP-DE14			
	BP-FN11			
	BP-FX11			
		Replacing S/N 95045508		

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O CPC Office Technologies and the LESSEE will at their option, replace said equipment if necessary, during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR M Wrenstay TITLE Government Acct Manager DATE 8/31/22

Order # B348

Sharp Electronics Corporation

Order Address: 100 Paragon Drive, Montvale, NJ 07645

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # (251) 580-1911

Contact: Sherry Smith

DATE _____

SHIP TO:

Foley Sheriff's Office

Foley Courthouse

201 E. Section Ave

Foley, AL 36535

TELEPHONE # 251-972-6813

Contact: Kitty Barksdale

BEGINNING METER READ _____

TERM: 3 YR. Agreement under the provisions of State of Alabama Contract # 140603-AL-06

RATE: Monthly Base Charge: $186.02 Copies Included N/A Excess Charge Per Copy $ $.0049 B/W

3 Yr Equip. Total $6,696.72

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-M6071S			
	MX-DE28N			
	MX-FN30			
	MX-FX15			
	MX-RB25N			
		Replacing S/N 95001386		

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O CPC Office Technologies and the LESSEE will at their option, replace said equipment if necessary, during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR M Wrankley TITLE Government Acct Manager DATE 8/31/22

Order # B349

Sharp Electronics Corporation

Order Address: 100 Paragon Drive, Montvale, NJ 07645

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:	SHIP TO:
Baldwin County Commission	Fairhope Sheriff's Office
312 Courthouse Square Suite 11	Fairhope Courthouse
Bay Minette, AL 36507	1100 Fairhope Ave
	Fairhope, AL 36532
TELEPHONE # (251) 580-1911	TELEPHONE # 251-990-4625
Contact: Sherry Smith	Contact: Tiah Lucas
DATE	BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama Contract # 140603-AL-06

RATE: Monthly
Base Charge: $182.51 Copies Included N/A Excess Charge Per Copy $ $.0049 B/W

3 Yr Equip. Total $6,570.36

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-M6071S			
	MX-DE28N			
	MX-FN30			
	MX-FX15			
	MX-RB25N			
		Replacing S/N 95003176		

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O CPC Office Technologies and the LESSEE will at their option, replace said equipment if necessary, during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR _____ TITLE Government Acct Manager DATE 8/31/22

Order # B350

Sharp Electronics Corporation

Order Address: 100 Paragon Drive, Montvale, NJ 07645

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # (251) 580-1911

Contact: Sherry Smith

DATE

SHIP TO:

Robertsdale Sheriff's Office

Narcotics Division

18126 County Rd 54

Robertsdale, AL 36567

TELEPHONE # 251-972-6872

Contact: Cheryl Vaughn

BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama Contract # 140603-AL-06

RATE: Monthly

Base Charge: $186.02 Copies Included N/A Excess Charge Per Copy $ $.0049 B/W

3 Yr Equip. Total $6,696.72

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-M6071S			
	MX-DE28N			
	MX-FN30			
	MX-FX15			
	MX-RB25N			
		Replacing S/N 95002797		

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O CPC Office Technologies and the LESSEE will at their option, replace said equipment if necessary, during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR M Wrenn TITLE Government Acct Manager DATE 8/31/22

Baldwin County Commission

Agenda Action Form

File #: 22-1520, **Version:** 1 **Item #:** CE12

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Deidra Hanak, Purchasing Director
Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

---

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

STAFF RECOMMENDATION
Award the Request for Proposals (RFP) for Temporary Clerical and Labor Services to the lowest responsible bidder, **Blue Arbor, Inc.**, as per the Fee Schedule and authorize the Chairman to execute the Contract. (Contract is effective for thirty-six (36) months upon full execution.)

BACKGROUND INFORMATION

Background: The Commission approved during the June 21, 2022, meeting the Requests for Proposal (RFP) for Temporary Clerical and Labor Services. The RFPs were received in the Purchasing Office on August 8, 2022, at 2:00 P.M. Nine (9) firms submitted a proposal. One (1) proposal was received after the August 8, 2022, deadline and will be returned to the vendor unopened. The RFPs were tabulated based on the information and pricing provided. The lowest prices were received from Blue Arbor, Inc. Staff recommends the Commission award the RFP to Blue Arbor, Inc. as per the attached Fee Schedule and authorize the Chairman to execute the Contract. RFP Tabulation attached for review.

Previous Commission action/date:
06/21/2022 meeting: Approved the Request for Proposals (RFP) for Temporary Clerical and Labor Services and authorized the Purchasing Director to advertise the RFP.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

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

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 09/20/2022

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

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

Additional instructions/notes: N/A

AWARD LISTING

Worker/Shelter Fee Schedule

Job Title	BCC Rate	Temp Rate	Bill % Rate	Bill Rate	Billed OT Rate	Notes
Custodian						
Blue Arbor	$12.75	$12.75	32.8%	$ 16.93	$ 25.40	
Laborer						
Blue Arbor	$13.38	$13.38	32.8%	$ 17.77	$ 26.65	
Office Assistant/File Clerk						
Blue Arbor	$13.38	$13.38	32.8%	$ 17.77	$ 26.65	
Bus Driver (Non-CDL)						
Blue Arbor	$12.13	$12.13	32.80%	$ 16.11	$ 24.16	
Bus Driver (CDL)						
Blue Arbor	$14.05	$14.05	32.8%	$ 18.66	$ 27.99	
Solid Waste Technician						
Blue Arbor	$13.38	$13.38	32.8%	$ 17.77	$ 26.65	
Detention Worker I						
Blue Arbor	$16.26	$16.26	32.8%	$ 21.59	$ 32.39	
Building Maintenance Worker						
Blue Arbor	$18.10	$18.10	32.8%	$ 24.04	$ 36.06	
Shelter Manager						
Blue Arbor	$25.00	$25.00	32.8%	$33.20	$49.80	
Asst. Shelter Manager						
Blue Arbor	$20.00	$20.00	32.8%	$26.56	$39.84	
Shelter Support Staff						
Blue Arbor	$15.00	$15.00	32.8%	$19.92	$29.88	
Cafeteria Manager						
Blue Arbor	$20.00	$20.00	32.8%	$26.56	$39.84	
Cafeteria Support Staff						
Blue Arbor	$15.00	$15.00	32.8%	$19.92	$29.88	
Custodian Manager						
Blue Arbor	$20.00	$20.00	32.8%	$26.56	$39.84	
Custodian Support Staff						
Blue Arbor	$20.00	$20.00	32.8%	$26.56	$39.84	
Interpreter						

Worker/Shelter Fee Schedule

Blue Arbor	$20.00	$20.00	32.8%	$26.56	$39.84	

Bus Driver						
Blue Arbor	$15.00	$15.00	32.8%	$19.92	$29.88	

Shelter Worker Fee Schedule

Job Title	BCC Rate	Temp Rate	Bill % Rate	Bill Rate	Billed OT Rate	Notes
Shelter Manager						
Blue Arbor	$25.00	$25.00	32.8%	$33.20	$49.80	
SARPC	$25.00	$25.00	35%	$33.75	$50.63	
22nd Century Staffing	$25.00	$25.00	34%	$33.50	$50.25	
Diskriter	$25.00	$25.00	34.5%	$33.63	$50.44	
Creek Clean	$25.00	$25.00	50%	$37.50	$56.25	
Clark Personnel	$25.00	$25.00	48.5%	$37.13	$55.69	
Providence Staffing	$25.00	$25.00	40%	$35.00	$52.50	
Vtech Solutions	$25.00	$25.00	37%	$34.25	$51.38	
Corporate Temps	$25.00	$25.00	33%	$33.25	$49.88	RFP states 33%, but calculation is 30% on RFP
Asst. Shelter Manager						
Blue Arbor	$20.00	$20.00	32.8%	$26.56	$39.84	
SARPC	$20.00	$20.00	35%	$27.00	$40.50	
22nd Century Staffing	$20.00	$20.00	34%	$26.80	$40.20	
Diskriter	$20.00	$20.00	34.5%	$26.90	$40.35	
Creek Clean	$20.00	$20.00	50%	$30.00	$45.00	
Clark Personnel	$20.00	$20.00	48.5%	$29.70	$44.55	
Providence Staffing	$20.00	$20.00	40%	$28.00	$42.00	
Vtech Solutions	$20.00	$20.00	37%	$27.40	$41.10	
Corporate Temps	$20.00	$20.00	33%	$26.60	$39.90	RFP states 33%, but calculation is 30% on RFP
Shelter Support Staff						
Blue Arbor	$15.00	$15.00	32.8%	$19.92	$29.88	
SARPC	$15.00	$15.00	35%	$20.25	$30.38	
22nd Century Staffing	$15.00	$15.00	34%	$20.10	$30.15	
Diskriter	$15.00	$15.00	34.5%	$20.18	$30.26	
Creek Clean	$15.00	$15.00	50%	$22.50	$33.75	
Clark Personnel	$15.00	$15.00	48.5%	$22.28	$33.41	
Providence Staffing	$15.00	$15.00	40%	$21.00	$31.50	
Vtech Solutions	$15.00	$15.00	37%	$20.55	$30.83	
Corporate Temps	$15.00	$15.00	33%	$19.95	$29.93	RFP states 33%, but calculation is 30% on RFP
Cafeteria Manager						
Blue Arbor	$20.00	$20.00	32.8%	$26.56	$39.84	
SARPC	$20.00	$20.00	35%	$27.00	$40.50	
22nd Century Staffing	$20.00	$20.00	34%	$26.80	$40.20	
Diskriter	$20.00	$20.00	34.5%	$26.90	$40.35	
Creek Clean	$20.00	$20.00	50%	$30.00	$45.00	
Clark Personnel	$20.00	$20.00	48.5%	$29.70	$44.55	
Providence Staffing	$20.00	$20.00	40%	$28.00	$42.00	
Vtech Solutions	$20.00	$20.00	37%	$27.40	$41.10	
Corporate Temps	$20.00	$20.00	33%	$26.60	$39.90	RFP states 33%, but calculation is 30% on RFP

Shelter Worker Fee Schedule

Cafeteria Support Staff						
Blue Arbor	$15.00	$15.00	32.8%	$19.92	$29.88	
SARPC	$15.00	$15.00	35%	$20.25	$30.38	
22nd Century Staffing	$15.00	$15.00	34%	$20.10	$30.15	
Diskriter	$15.00	$15.00	34.5%	$20.18	$30.26	
Creek Clean	$15.00	$15.00	50%	$22.50	$33.75	
Clark Personnel	$15.00	$15.00	48.5%	$22.28	$33.41	
Providence Staffing	$15.00	$15.00	40%	$21.00	$31.50	
Vtech Solutions	$15.00	$15.00	37%	$20.55	$30.83	
Corporate Temps	$15.00	$15.00	33%	$19.95	$29.93	RFP states 33%, but calculation is 30% on RFP

Custodian Manager						
Blue Arbor	$20.00	$20.00	32.8%	$26.56	$39.84	
SARPC	$20.00	$20.00	35%	$27.00	$40.50	
22nd Century Staffing	$20.00	$20.00	34%	$26.80	$40.20	
Diskriter	$20.00	$20.00	34.5%	$26.90	$40.35	
Creek Clean	$20.00	$20.00	50%	$30.00	$45.00	
Clark Personnel	$20.00	$20.00	48.5%	$29.70	$44.55	
Providence Staffing	$20.00	$20.00	40%	$28.00	$42.00	
Vtech Solutions	$20.00	$20.00	37%	$27.40	$41.10	
Corporate Temps	$20.00	$20.00	33%	$26.60	$39.90	RFP states 33%, but calculation is 30% on RFP

Custodian Support Staff						
Blue Arbor	$20.00	$20.00	32.8%	$26.56	$39.84	
SARPC	$20.00	$20.00	35%	$27.00	$40.50	
22nd Century Staffing	$20.00	$20.00	34%	$26.80	$40.20	
Diskriter	$20.00	$20.00	34.5%	$26.90	$40.35	
Creek Clean	$20.00	$20.00	50%	$30.00	$45.00	
Clark Personnel	$20.00	$20.00	48.5%	$29.70	$44.55	
Providence Staffing	$20.00	$20.00	40%	$28.00	$42.00	
Vtech Solutions	$20.00	$20.00	37%	$27.40	$41.10	
Corporate Temps	$20.00	$20.00	33%	$26.60	$39.90	RFP states 33%, but calculation is 30% on RFP

Interpreter						
Blue Arbor	$20.00	$20.00	32.8%	$26.56	$39.84	
SARPC	$20.00	$20.00	35%	$27.00	$40.50	
22nd Century Staffing	$20.00	$20.00	34%	$26.80	$40.20	
Diskriter	$20.00	$20.00	34.5%	$26.90	$40.35	
Creek Clean	$20.00	$20.00	50%	$30.00	$45.00	
Clark Personnel	$20.00	$20.00	48.5%	$29.70	$44.55	
Providence Staffing	$20.00	$20.00	40%	$28.00	$42.00	
Vtech Solutions	$20.00	$20.00	37%	$27.40	$41.10	
Corporate Temps	$20.00	$20.00	33%	$26.60	$39.90	RFP states 33%, but calculation is 30% on RFP

Bus Driver						
Blue Arbor	$15.00	$15.00	32.8%	$19.92	$29.88	
SARPC	$15.00	$15.00	35%	$20.25	$30.38	
22nd Century Staffing	$15.00	$15.00	34%	$20.10	$30.15	
Diskriter	$15.00	$15.00	34.5%	$20.18	$30.26	
Creek Clean	$15.00	$18.00	50%	$27.00	$40.50	
Clark Personnel	$15.00	$18.00	51%	$27.18	$40.77	
Providence Staffing	$15.00	$15.00	40%	$21.00	$31.50	
Vtech Solutions	$15.00	$15.00	37%	$20.55	$30.83	
Corporate Temps	$15.00	$15.00	33%	$19.95	$29.93	RFP states 33%, but calculation is 30% on RFP

Worker Fee Schedule

Job Title	BCC Rate	Temp Rate	Bill % Rate	Bill Rate	Billed OT Rate	Notes
Custodian						
Blue Arbor	$12.75	$12.75	32.8%	$ 16.93	$ 25.40	
SARPC	$12.75	$12.75	35%	$ 17.21	$ 25.82	
22nd Century Staffing	$12.75	$12.75	35%	$ 17.21	$ 25.82	
Diskriter	$12.75	$12.75	34.5%	$ 17.15	$ 25.72	
Creek Clean	$12.75	$14.00	50%	$ 21.00	$ 31.50	
Clark Personnel	$12.75	$15.00	49%	$ 22.35	$ 33.53	
Providence Staffing	$12.75	$12.75	40%	$ 17.85	$ 26.78	
Vtech Solutions	$12.75	$12.75	37%	$ 17.47	$ 26.20	
Corporate Temps	$12.75	$12.75	33%	$ 16.96	$ 25.44	
Laborer						
Blue Arbor	$13.38	$13.38	32.8%	$ 17.77	$ 26.65	
SARPC	$13.38	$13.38	35%	$ 18.06	$ 27.09	
22nd Century Staffing	$13.38	$13.38	35%	$ 18.06	$ 27.09	
Diskriter	$13.38	$13.38	34.5%	$ 18.00	$ 26.99	
Creek Clean	$13.38	$14.00	50%	$ 21.00	$ 31.50	
Clark Personnel	$13.38	$15.00	48.05%	$ 22.21	$ 33.31	
Providence Staffing	$13.38	$13.38	40%	$ 18.73	$ 28.10	
Vtech Solutions	$13.38	$13.38	37%	$ 18.33	$ 27.50	
Corporate Temps	$13.38	$13.38	33%	$ 17.80	$ 26.69	
Office Assistant/File Clerk						
Blue Arbor	$13.38	$13.38	32.8%	$ 17.77	$ 26.65	
SARPC	$13.38	$13.38	35%	$ 18.06	$ 27.09	
22nd Century Staffing	$13.38	$13.38	35%	$ 18.06	$ 27.09	
Diskriter	$13.38	$13.38	34.5%	$ 18.00	$ 26.99	
Creek Clean	$13.38	$14.00	50%	$ 21.00	$ 31.50	
Clark Personnel	$13.38	$15.00	44.55%	$ 21.68	$ 32.52	
Providence Staffing	$13.38	$13.38	40%	$ 18.73	$ 28.10	
Vtech Solutions	$13.38	$13.38	37%	$ 18.33	$ 27.50	
Corporate Temps	$13.38	$13.38	33%	$ 17.80	$ 26.69	
Bus Driver (Non-CDL)						
Blue Arbor	$12.13	$12.13	32.80%	$ 16.11	$ 24.16	
SARPC	$12.13	$12.13	35.0%	$ 16.38	$ 24.56	
22nd Century Staffing	$12.13	$12.13	35.0%	$ 16.38	$ 24.56	
Diskriter	$12.13	$12.13	34.50%	$ 16.31	$ 24.47	
Creek Clean	$12.13	$16.00	50.0%	$ 24.00	$ 36.00	
Clark Personnel	$12.13	$18.00	51.0%	$ 27.18	$ 40.77	
Providence Staffing	$12.13	$12.13	40.0%	$ 16.98	$ 25.47	
Vtech Solutions	$12.13	$12.13	37.0%	$ 16.62	$ 24.93	
Corporate Temps	$12.13	$12.13	33.0%	$ 16.13	$ 24.20	

Worker Fee Schedule

Bus Driver (CDL)						
Blue Arbor	$14.05	$14.05	32.8%	$ 18.66	$ 27.99	
SARPC	$14.05	$14.05	35%	$ 18.97	$ 28.45	
22nd Century Staffing	$14.05	$14.05	35%	$ 18.97	$ 28.45	
Diskriter	$14.05	$14.05	34.5%	$ 18.90	$ 28.35	
Creek Clean	$14.05	$18.00	50%	$ 27.00	$ 40.50	
Clark Personnel	$14.05	$18.00	51%	$ 27.18	$ 40.77	
Providence Staffing	$14.05	$14.05	40%	$ 19.67	$ 29.51	
Vtech Solutions	$14.05	$14.05	37%	$ 19.25	$ 28.87	
Corporate Temps	$14.05	$14.05	33%	$ 18.69	$ 28.03	

Solid Waste Technician						
Blue Arbor	$13.38	$13.38	32.8%	$ 17.77	$ 26.65	
SARPC	$13.38	$13.38	40%	$ 18.73	$ 28.10	***Billing rate is 40% (garbage collection only)***
22nd Century Staffing	$13.38	$13.38	35%	$ 18.06	$ 27.09	
Diskriter	$13.38	$13.38	34.5%	$ 18.00	$ 26.99	
Creek Clean	$13.38	$15.00	50%	$ 22.50	$ 33.75	
Clark Personnel	$13.38	$15.00	53.9%	$ 23.09	$ 34.63	
Providence Staffing	$13.38	$13.38	40%	$ 18.73	$ 28.10	
Vtech Solutions	$13.38	$13.38	37%	$ 18.33	$ 27.50	
Corporate Temps	$13.38	$13.38	33%	$ 17.80	$ 26.69	

Detention Worker I						
Blue Arbor	$16.26	$16.26	32.8%	$ 21.59	$ 32.39	
SARPC	$16.26	$16.26	35%	$ 21.95	$ 32.93	
22nd Century Staffing	$16.26	$16.26	35%	$ 21.95	$ 32.93	
Diskriter	$16.26	$16.26	34.5%	$ 21.87	$ 32.80	
Creek Clean	$16.26	$16.50	50%	$ 24.75	$ 37.13	
Clark Personnel	$16.26	$18.00	48.9%	$ 26.80	$ 40.20	
Providence Staffing	$16.26	$16.26	40%	$ 22.76	$ 34.15	
Vtech Solutions	$16.26	$16.26	37%	$ 22.28	$ 33.41	
Corporate Temps	$16.26	$16.26	33%	$ 21.63	$ 32.44	

Building Maintenance Worker						
Blue Arbor	$18.10	$18.10	32.8%	$ 24.04	$ 36.06	
SARPC	$18.10	$18.10	35%	$ 24.44	$ 36.65	
22nd Century Staffing	$18.10	$18.10	35%	$ 24.44	$ 36.65	
Diskriter	$18.10	$18.10	34.5%	$ 24.34	$ 36.52	
Creek Clean	$18.10	$18.10	50%	$ 27.15	$ 40.73	
Clark Personnel	$18.10	$20.00	46.2%	$ 29.24	$ 43.86	
Providence Staffing	$18.10	$18.10	40%	$ 25.34	$ 38.01	
Vtech Solutions	$18.10	$18.10	37%	$ 24.80	$ 37.20	
Corporate Temps	$18.10	$18.10	33%	$ 24.07	$ 36.11	

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Tuesday, June 21, 2022, the COUNTY authorized staff to solicit a Request for Proposals (RFP) for Temporary Clerical and Labor Services; and

Whereas, the PROVIDER presented the lowest cost for Request for Proposals (RFP) and was chosen by the COUNTY to provide needed services in accordance with the Request for Proposals (RFP) and Response.

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

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

A. COUNTY:	Baldwin County, Alabama
B. COMMISSION:	Baldwin County Commission
C. PROVIDER:	Blue Arbor, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER: Blue Arbor, Inc.
PO Box 12780
New Bern, NC 28561

Physical Address:
5413 Morton Rd
New Bern, NC 28562

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

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

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

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

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

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

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

A. Attachment A – Cover Sheet

B. Attachment B – Check List

C. Attachment C – Contract

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

E. Attachment E – Fee Schedule

F. Attachment F – Certificate of Insurance

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

XVIII. General Responsibilities of the COUNTY.

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

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

C. The COUNTY shall provide any necessary notices to commence, Discontinue, or terminate the services herein described.

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

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

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

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

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

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

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect

that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

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

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

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

COUNTY

_____ /_____
JAMES E. BALL, Chairman /Date

ATTEST:

_____ /_____
RONALD J. CINK, /Date
Budget Director

State of Alabama)

County of Baldwin)

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

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

_____
Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Blue Arbor, Inc.

_____ /_____
By _____/Date
Its _____

State of Alabama)

County of _____)

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

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

_____
Notary Public, _____
My Commission Expires

Attachment A: Cover Sheet

Baldwin County RFP – Temporary Clerical & Labor Services

Proposal Date: due 8/9/2022 at 2pm CST

Company Name: Blue Arbor, Inc

Name of Company Representative: Lucine Moffett

Position: President

Address: PO Box 12780, New Bern, NC 28561

physical: 5413 Morton Rd, New Bern, NC 28562

Gulf Breeze, FL Office: 913 Gulf Breeze Parkway

Email Address: LMoffett@bluearbor.com

Company Web Page: https://www.bluearbor.com/

Phone: 800-633-9715 or Cell: 252-514-5380

Fax: 252-638-5087

Date: 8/1/2022

Signature: Lucine Moffett

Attachment B: RFP Check List

Task	Yes/No
1. Cover Sheet • Completed • Signed	yes
2. Service Provider Overview • Describe overall qualifications in relation to requirements	yes
3. Implementation Approach	yes
4. Pricing Information • Detail breakdown	yes
5. Customer References	yes

WORKING TITLE	SUMMARY	PYSICAL DEMANDS	MINIMUM REQUIREMENTS
Brats Driver (Non-CDL)	Operate vehicle, carry out pre-trip and post-trip inspections, and keep accurate reports concerning routes, passengers, vehicles and monies (fares).	Driver must be able to see, read, write, stand, walk, reach, pull, push, bend, turn, climb, escort passengers, observe passengers, lift a minimum of 50 lbs., and secure passengers and mobility devices.	20/40 vision or better with corrective lenses, ability to work different shifts, must be insurable. High School/GED Valid Driver's License
Brats Driver (CDL)	Operate vehicle, carry out pre-trip and post-trip inspections, and keep accurate reports concerning routes, passengers, vehicles and monies (fares).	Driver must be able to see, read, write, stand, walk, reach, pull, push, bend, turn, climb, escort passengers, observe passengers, lift a minimum of 50 lbs., and secure passengers and mobility devices.	Valid commercial Alabama Driver License with Passenger Endorsement, 20/40 vision or better with corrective lenses, ability to work different shifts, must be insurable.
Custodian	General cleaning and housekeeping duties.	Must life, carry and move materials, equipment, and tools weighing 25 lbs. or more.	High School/GED preferred
Laborer	Performs routine manual labor which does not require a high degree of skill. May also drive trucks and light tractors that do not require a CDL.	Frequent lifting/maneuvering of heavy objects up to 50 lbs. and using tools requiring a high degree of dexterity.	High School/GED preferred Valid Driver's License, good MVR
Office Assistant	Entry level clerical, receptionist, typing, data entry and filing.	Typically require walking, pushing, pulling, lifting of up to 20 lbs. occasionally.	High School/GED Basic office principles Communications skills
Solid Waste Technician	Responsible for the collections of household garbage.	Ability to lift heavy garbage cans.	High School/GED Valid Driver's License
Detention Worker I	Highly responsible for supervision involving the care, custody and control of juvenile population and the facilitating and/or co-facilitating of the educational sessions.	Ability to walk 1.5 miles in 30 minutes or less, stand for long lengths of time, Able to be outside in a variety of heat and cold conditions for up to 3 hours, drag, lift and pull a minimum of 50 lbs., must be able to rapidly respond, which may include sprinting, jogging, running to maintain safety of residents and staff. Bend, Keel and squat repeatedly as needed	High School/GED Writing Skills to clearly and neatly complete reports, forms and logbook entries

Building Maintenance Worker	Make repairs on plumbing, heating, cooling and electrical systems. Performs carpentry work as required. Perform emergency mechanical repairs as needed.	Bending, climbing, kneeling, squat, lift a minimum of 50 lbs., pulling, pushing	High School/GED Valid Driver's License Minimum of 3 years' experience in building maintenance Knowledge of plumbing, heating, air conditional and electrical systems Skills to understand mechanical reports, blueprints, and wiring diagrams Ability to inspect, diagnose problems, and complete repairs in a timely and effective manner Knowledge of basic carpentry

TEMPORARY CLERICAL, LABOR, AND SHELTER WORKER POSITIONS
Attachment D

Item #	Job Title	Minimum Hourly Rate	MARK UP RATE
1	Custodian	$12.75	32.8%
2	Laborer	$13.38	32.8%
3	Office Assistant	$13.38	32.8%
4	Bus Driver (Non-CDL)	$12.13	32.8%
5	Bus Driver (CDL)	$14.05	32.8%
6	Solid Waste Technician	$13.38	38.8%
7	Detention Worker I	$16.26	32.8%
8	Building Maintenance Worker	$18.10	32.8%
	*Emergency/Shelter Positions***		
1	Head Shelter Manager	$25.00	32.8%
2	Assistant Shelter Manager	$20.00	32.8%
3	Shelter Support Staff	$15.00	32.8%
4	Cafeteria Manager	$20.00	32.8%
5	Cafeteria Support Staff	$15.00	32.8%
6	Custodian Manager	$20.00	32.8%
7	Custodian Support Staff	$20.00	32.8%
8	Interpreter	$20.00	32.8%
9	Bus Driver	$15.00	32.8%

- Minimum hourly rates are shown. The markup rate listed will be used for the agreed upon hourly rate for each employee. Ex. $15/hr @342.8% = $19.92/hr bill rate.
- Over time will be paid at the rate of one and one-half times the base hourly pay rate for any hours worked over 40 hours in a week.
- *Any approved unlisted clerical or labor position would be processed as a 32.8% markup.*
- *Any approved unlisted Emergency position would be processed as a 32.8% markup.*

Holiday pay will be paid to employees who have worked over 1200 hours. They will be eligible for 7 Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving day plus the Friday after, and Christmas Day.

Temporary Employees are eligible for 5 days of vacation after working for 1 consecutive year and a minimum of 2080 hours.

**EMERGENCY/SHELTER employees are not eligible for Holiday and Vacation time.

BLUEARB-01 DHWHITLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/6/2022

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

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

PRODUCER Towne Insurance Agency, LLC 105 E. Arlington Blvd Suite B & C Greenville, NC 27858	CONTACT NAME: PHONE (A/C, No, Ext): (252) 756-8300 FAX (A/C, No): (252) 756-9092 E-MAIL ADDRESS: Info@towneinsurance.com
INSURED Blue Arbor, Inc. / Atlantic Gulf Coast Contracting, Inc. P. O. Box 12780 New Bern, NC 28561	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Co. — [redacted] INSURER B : WCF National Insurance Company — [redacted] INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Profess 3mil agg GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER: per proj agg cap $3mil if required			[redacted]	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			[redacted]	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			[redacted]	1/1/2022	1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Crime			[redacted]	1/1/2022	1/1/2023	Employee Theft	1,000,000

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

CERTIFICATE HOLDER

Baldwin County Commission
312 Courthouse Square Ste 11
Bay Minette, AL 36535

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Deborah Whitley

ACORD 25 (2016/03)

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Baldwin County Commission

Agenda Action Form

File #: 22-1448, **Version:** 1 **Item #:** CE13

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Wanda Gautney, Purchasing Director
Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

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ITEM TITLE
Sale of Gas Pump on GovDeals.com

STAFF RECOMMENDATION
Authorize the sale of the following Gas Pump from Budget and Purchasing Department by online auction on GovDeals.com:

One (1) Gas Pump - Make, Model and Serial Number are unknown.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Budget and Purchasing Department has one (1) Gas Pump to be auctioned on GovDeals.com. The gas pump was discovered at Foley Courthouse and was not properly disposed of at the time of replacement by contractor and had no identifying asset tag or serial number. The gas pump is located at 1013 N Juniper Street, Foley, Alabama 36535. The equipment is no longer in use and will be sold as is by online auction as defined by Baldwin County Commission Policy 8.8.

FINANCIAL IMPACT

Total cost of recommendation: Incoming Revenue

Budget line item(s) to be used: Revenue - proceeds from sale of asset in General Fund 100.47901

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Makayla Shiver, Amanda Cunningham, Finance & Accounting Department and Susan Kilby-Aaron, Budget & Purchasing Department

Action required (list contact persons/addresses if documents are to be mailed or emailed): Makayla Shiver and Amanda Cunningham will coordinate the auctioning of one (1) Gas Pump listed on GovDeals.com. Susan Kilby-Aaron will provide documentation as required and handle follow up activity for equipment auction and pick-up.

Additional instructions/notes: Accounting Department: Notify Sherry Smith in purchasing to remove the item(s) from ACCA property liability insurance if applicable.


GASOLINE
FOR
BALDWIN
COUNTY
EMPLOYEES
ONLY


GALLONS
GALLONS
GASOLINE
No Smoking
FOR BALDWIN COUNTY EMPLOYEES ONLY


GASOLINE
FOR
BALDWIN
COUNTY
EMPLOYEES
ONLY


GASOLINE
FOR
BALDWIN
COUNTY
EMPLOYEES
ONLY

Baldwin County Commission

Agenda Action Form

File #: 22-1529, **Version:** 1 **Item #:** CE14

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director/Interim County Administrator
Submitted by: Ronald J. Cink, Budget Director/Interim County Administrator

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ITEM TITLE
Resolution #2022-168 FY2022 Budget Amendment - ARPA and ERAP

STAFF RECOMMENDATION
Adopt Resolution #2022-168 amending the Fiscal Year 2022 Budget (Resolution #2021-127 and #2021-128, adopted September 21, 2021) to authorize the allocation of American Rescue Plan Act (ARPA) and Emergency Rental Assistance Program (ERAP) funds.

BACKGROUND INFORMATION

Background: ARPA is a major fund and must be budgeted. Ron Cink, Budget Director/Interim County Administrator, is requesting the budget adjustment entry be approved to begin the process to solidify the Commissioners' wishes on how the funds are best spent. Emergency Rental Assistance Program is completing and this amendment serves as final recording.

Previous Commission action/date: Fiscal Year 2022 Budget was approved on September 21, 2021.

FINANCIAL IMPACT

Total cost of recommendation: Federal Grant net of zero

Budget line item(s) to be used: Funds 298, 299, & 281

If this is not a budgeted expenditure, does the recommendation create a need for funding?
No, spending will cease when these funds are exhausted.

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-168
OF THE
BALDWIN COUNTY COMMISSION

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby amend the Baldwin County Fiscal Year 2022 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

Account	Description	Debit	Credit
29970010.51205	BCC Health Claims Offset	750,000	
29970010.51206	BCSO Health Claims Offset	750,000	
29970010.51080	Overtime – Premium Pay BCC	32,335	
29970020.51080	Overtime – Premium Pay BCSO	13,650	
29970010.51180	Wages Premium Pay BCC	1,308,760	
29970020.51180	Wages Premium Pay BCC	692,959	
29970010.51218	Retirement Premium Pay BCC	90,126	
29970020.51218	Retirement Premium Pay BCSO	51,753	
29970010.51240	Social Security BCC	102,600	
29970020.51240	Social Security BCSO	31,050	
29970010.51500	Contract Services – Investing in Ala Counties	1,474,423	
29970010.55908	Drainage/Flood Reduction Projects – Boros Road	1,234,482	
29970020.55410	Capital Outlay Furn. & Equip - Foggers	179,771	
29970010.55800	Capital Outlay Computer/Comm. – Motorola Radios	468,927	
29970010.55240	Capital Outlay Improvements – BM Probate HVAC	947,307	
29970010.55240	Capital Outlay Improvements – MRF Touchless System	4,000,000	
29970010.51990	Professional Services	25,000	
29970010.51500	Contract Services – TBD Projects	21,207,445	
299.44881	Intergovernmental Federal		33,360,588
Sub- total	ARPA	33,360,588	33,360,588
29870040.51990	Professional Services – Material Recycle Facility	500,000	
29870040.55240	Capital Outlay Improvements – Material Recycle Facility	2,600,000	
29870040.51500	Contract Services – Projects TBD	6,835,000	
29870040.51990	Professional Services – Haggarty	65,000	
298.44881	Intergovernmental Federal		10,000,000
Sub-total	Revenue Replacement ARPA	10,000,000	10,000,000
Grand Total	ARPA & Revenue Replacement	43,360,588	43,360,588

Account	Description	Debit	Credit
28170010.52120	ERAP Rental Assistance	6,017,726	
28170010.51130	Salary & Wages	180,000	
28170010.52110	Office Supplies and Equipment	15,750	
28170010.51990	Professional Services – Case Management	165,000	
281.44310	Revenue Function 10 – Gen Govt		6,378,476
Sub-total	Emergency Rental Assistance Program 1	6,378,476	6,378,476
28170010.51990	Professional Services – Case Management	100,000	
28170010.51500	Contract Services - SARPC	200,000	
28170010.51140	Salary Offset	50,000	
28170010.52130	Materials and Other Supplies	500,000	
28170010.52120	ERAP Rental Assistance	2,116,242	
281.44310	Revenue Function 10 – Gen Govt		2,966,242
Sub-total	Emergency Rental Assistance Program 2	2,966,242	2,966,242
Grand Total	Emergency Rental Assistance Program	9,344,718	9,344,718

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 20th day of September 2022.

_____

Commissioner James E. Ball, Chairman

ATTEST:

_____

Ronald Cink, Budget Director/ Interim County Administrator

Baldwin County Commission

Agenda Action Form

File #: 22-1505, **Version:** 1 **Item #:** CE15

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director/Interim County Administrator
Submitted by: Ronald J. Cink, Budget Director/Interim County Administrator

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ITEM TITLE
Resolution #2022-169 FY2022 Budget Amendment - TPP Program

STAFF RECOMMENDATION
Adopt Resolution #2022-169 amending the Fiscal Year 2022 Budget (Resolution #2021-127 and #2021-128, adopted September 21, 2021) to recognize Temporary Premium Pay Program (TPP) payments made over the American Rescue Plan Act (ARPA) threshold.

BACKGROUND INFORMATION

Background: Ron Cink, Budget Director/Interim County Administrator, requests the budget adjustment entry be approved to recognize Temporary Premium Pay Program (TPP) payments made over the American Rescue Plan Act (ARPA) threshold.

Previous Commission action/date: Fiscal Year 2022 Budget was approved on September 21, 2021.

FINANCIAL IMPACT

Total cost of recommendation: $113,505.00

Budget line item(s) to be used: Various Funds

If this is not a budgeted expenditure, does the recommendation create a need for funding?
No

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-169
OF THE
BALDWIN COUNTY COMMISSION

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby amend the Baldwin County Fiscal Year 2022 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

Account	Description	Debit	Credit
10051125.51130	Administration	1,610	
10051130.51130	Call Center/PIO	1,610	
10051300.51130	Probate	3,220	
10051600.51130	Revenue Commissioner	1,610	
10051700.51130	Finance	5,635	
10051725.51130	Budget/Purchasing	2,415	
10051750.51130	Sales Tax	4,830	
10051962.51130	Personnel	805	
10051965.51130	CIS	17,710	
10051995.51130	Building Maintenance	1,610	
10052100.52910	Sheriff/Jail	17,710	
10052300.51130	EMA	3,220	
10052710.51130	Building Inspection	3,220	
10052730.51130	Planning	8,050	
100.49000	Fund Balance Reserved		73,255
10552610.51130	JDC	1,610	
105.49000	Fund Balance Reserved		1,610
10651906.51130	Archives	1,610	
106.49000	Fund Balance Reserved		1,610
11153100.51130	Highway	16,100	
111.49000	Fund Balance Reserved		16,100
12051810.51130	Reappraisal	8,050	
120.49000	Fund Balance Reserved		8,050
14056200.51130	Council on Aging	1,610	
140.49000	Fund Balance Reserved		1,610
14351930.51130	Brats Admin	3,220	
143.49000	Fund Balance Reserved		3,220
14457200.51130	Parks	3,220	
144.49000	Fund Balance Reserved		3,220
51054100.51130	Solid Waste	4,830	
510.49000	Fund Balance Reserved		4,830
Totals		113,505	113,505

DONE, under the Seal of the Baldwin County, Alabama, as affixed on this the 20th day of September 2022.

_____
Commissioner James E. Ball, Chairman

ATTEST:

_____
Ronald Cink, Budget Director/ Interim County Administrator

Baldwin County Commission

Agenda Action Form

File #: 22-1504, **Version:** 1 **Item #:** CE16

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director/Interim County Administrator
Submitted by: Ronald J. Cink, Budget Director/ Interim County Administrator

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ITEM TITLE
Resolution #2022-171 FY2022 Budget Amendment - MegaSite

STAFF RECOMMENDATION
Adopt Resolution #2022-171 amending the Fiscal Year 2022 Budget (Resolution #2021-127 and #2021-128, adopted September 21, 2021) to establish a funding source for design and engineering for the MegaSite road improvements.

BACKGROUND INFORMATION

Background: Ron Cink, Budget Director/Interim County Administrator, is requesting the budget adjustment entry be approved to establish a funding source for design and engineering for the MegaSite road improvements.

Previous Commission action/date: Fiscal Year 2022 Budget was approved on September 21, 2021.

FINANCIAL IMPACT

Total cost of recommendation: $4,232,020.00

Budget line item(s) to be used: Mega-Site

If this is not a budgeted expenditure, does the recommendation create a need for funding?
Yes, long term funding is required for this expenditure. This action is short term due to the quick need for access to this project site.

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-171
OF THE
BALDWIN COUNTY COMMISSION

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby amend the Baldwin County Fiscal Year 2022 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

Account	**Description**	**Debit**	**Credit**
10051984.55916	Megasite -Special Projects Design and Engineering Road Imp.	4,232,020	
100.49000	Fund Balance Reserved		4,232,020
	Sept 6, 2022 Meeting File 22-1390 Funding required		

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 20th day of September 2022.

_____
Commissioner James E. Ball, Chairman

ATTEST:

_____
Ronald J. Cink, Budget Director/ Interim County Administrator

Baldwin County Commission

Agenda Action Form

File #: 22-1469, **Version:** 1 **Item #:** CE17

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director / Interim County Administrator
Submitted by: Ronald J. Cink, Budget Director / Interim County Administrator

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ITEM TITLE
Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2022-2023 Budget

STAFF RECOMMENDATION
As related to, and as authorized by, the Baldwin County Fiscal Year 2022-2023 Budget (Resolution #2022-165; Resolution #2022-166), execute Agreements with the below indicated entities to appropriate County funds for activities benefiting a myriad of public purposes as set forth within each Agreement, respectively, said entities as follows:

The Commission may vote to approve all the aforementioned agreements with one vote.

1) Adams and Reese, LLP (not to exceed $72,000.00).

2) Alabama Coastal Foundation ($5,000.00).

3) Alabama Extension Service/Alabama Cooperative Extension System ($53,854.00).

4) Baldwin County Economic Development Alliance ($467,000.00).

5) Baldwin County Library Cooperative ($100,000.00).

6) Baldwin County Soil and Water Conservation District ($75,500.00).

7) Baldwin Pops ($5,000.00).

8) Bay Minette Rotary Club ($500.00).

9) Central Baldwin Chamber of Commerce ($5,000.00).

10) Coastal Alabama Business Chamber ($5,000.00).

11) Dream Center ($10,000.00).

12) Eastern Shore Chamber of Commerce ($5,000.00).

13) Mobile Bay National Estuary Program ($75,000.00).

14) North Baldwin Animal Shelter ($20,000.00).

15) North Baldwin Chamber of Commerce ($5,000.00).

16) South Baldwin Chamber of Commerce (not to exceed $55,000.00).

17) Southwest Alabama Workforce Development Council ($25,000.00).

18) USS Alabama Battleship Commission ($10,000.00).

19) Van Scoyoc Associates, Inc. (not to exceed $114,000.00).

The term, respectively, of each Agreement shall commence October 1, 2022, and expire September 30, 2023, and may be terminated per the parameters as set forth therein, respectively.

BACKGROUND INFORMATION

Background: As contained within the Baldwin County Fiscal Year 2022-2023 Budget, there are numerous appropriations approved to be issued to several entities to serve public purposes. Agreements are attached to this agenda item for each entity. Please note, the appropriation to the USS Alabama Battleship Commission has an additional Resolution that must be approved individually. Said Resolution is in a separate agenda item for Commission consideration.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: Various

Budget line item(s) to be used: Various

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

..

Is advertising required for this recommendation? Advertising is necessary for appropriations that are listed in Resolution #2022-166

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Adams and Reese LLP
Attention: C. Britton Bonner
11 North Water Street NW
Suite 23200
Mobile, Alabama 36602

Alabama Coastal Foundation
Attention: Director
PO Box 246
Fairhope, Alabama 36533

Alabama Extension Service
Attention: K Shepard
302A Byrne Street
Bay Minette, Alabama 36507

Baldwin County Economic Development Alliance, Inc.
Attention: Lee Lawson
PO Box 1340
Robertsdale, Alabama 36567

Baldwin County Library Cooperative
Attention: Chairman
PO Box 399
Robertsdale, Alabama 36567

Baldwin County Soil and Water Conservation District
Attention: Chairman
207 Faulkner Dr.
Bay Minette, Alabama 36507

Baldwin Pops
Attention: Anne Brooks
PO Box 38
Fairhope, Alabama 36533

Bay Minette Rotary Club
Attention: Chairman
2211 McMillan Avenue
Bay Minette, Alabama 36507

Central Baldwin Chamber of Commerce
Attention: Executive Director
PO Box 587
Robertsdale, Alabama 36567

Coastal Alabama Business Chamber
Attention: Mike Steward, Chairman of the Board
Post Office Drawer 3869
Gulf Shores, Alabama 36547

Dream Center
Attention: Joe Aldrete
1113 North McKenzie Street, Suite A
Foley, Alabama 36535

Eastern Shore Chamber of Commerce
Attention: Executive Director
327 Fairhope Ave.
Fairhope, Alabama 36532

Mobile Bay National Estuary Program
Attention: Roberta Swan
118 N. Royal Street
Suite 601
Mobile, Alabama 36602

North Baldwin Animal Shelter
Attention: Mr. Wilkins
PO Box 190
Bay Minette, Alabama 36507

North Baldwin Chamber of Commerce
Attention: Executive Director
301 McMeans Avenue
Bay Minette, Alabama 36507

South Baldwin Chamber of Commerce

Attention: Executive Director
PO Box 1117
Foley, Alabama 36536

Southwest Alabama Workforce Development Council
Attention: Director
2203 Perimeter Road
Suite 100
Mobile, Alabama 36615

USS Alabama Battleship Commission
Attention: Executive Director
PO Box 65
Mobile, Alabama 36601

Van Scoyoc Associates, Inc.
Attention: Ray Cole
800 Main Avenue, SW - Suite 800
Washington, DC 20024

Additional instructions/notes: Please note, the USS Alabama Battleship Commission has an additional Resolution on a separate agenda item (Resolution #2022-164); please ensure a copy of that Resolution is sent with the Appropriation Agreement.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereafter "BCC"), and Adams and Reese, LLP, an Alabama company ("Adams and Reese") and is effective the date last executed below.

1. Adams and Reese agrees to provide consulting and advisory services to BCC with regard to task specific federal, state and economic development representation issues. Adams and Reese agrees to monitor and evaluate these issues and to promptly advise BCC on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. Adams and Reese will perform such services with regard to those issues as are mutually agreed to between Adams and Reese and BCC.

2. Adams and Reese acknowledges that it may be required to register for work performed on behalf of BCC under the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations on behalf of BCC, and agrees to do so in the event such registration is required.

3. In consideration of the performance of these services, BCC shall pay to Adams and Reese the sum of $6,000.00 per month, with such payments due monthly. BCC hereby warrants that these payments will not be made with Federal funds.

4. This Agreement shall become effective October 1, 2022, and shall continue in effect until September 30, 2023, or unless sooner terminated by BCC or Adams and Reese by written notice given to the other at least thirty (30) days prior to the date of termination. Any fees earned or reimbursable expenses incurred prior to the receipt of said notice of termination on behalf of BCC under this Agreement shall be paid by BCC.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and proper venue for any action relating to the subject matter of this Agreement shall lie in Baldwin County, Alabama.

6. Should BCC employ an attorney to enforce this Agreement, BCC shall be entitled to recover from the Adams and Reese all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

7. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Adams and Reese, LLP

Date: _____ By: _____
C. Britton Bonner
Partner in Charge

BALDWIN COUNTY COMMISSION

Date: _____ By:_____
James E. Ball
Chairman, Baldwin County Commission

ATTEST:

_____
Ronald J. Cink
Budget Director/Interim County Administrator

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between ALABAMA COASTAL FOUNDATION, an Alabama non-profit corporation (hereinafter referred to as the "ACF"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the ACF is a non-partisan, Alabama non-profit organization, the mission of which is to improve and protect Alabama's coastal environment through cooperation, education and participation; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the ACF was organized helps to improve and protect Alabama's coastal environment through cooperation, education and participation and, therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Five Thousand Dollars and 00/100 ($5,000.00), by and through its Baldwin County Fiscal Year 2022-2023 Budget, to pay the ACF funds specifically allocated towards the hiring of interns that will act as ambassadors to help educate the public about keeping the beach clean, filling any holes every evening, picking up trash and not using flashlights or flash photography when on the beach during nesting season; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the ACF respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission* 631 So. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

2. The ACF shall continue to develop and carry out their various coastal programs benefits the general public.

3. All ACF facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: ACF facilities, activities and services must be utilized in accordance with ACF policies.

4. The ACF shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.

5. The COMMISSION will assist the ACF with a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to pay the ACF funds specifically allocated towards the hiring of interns that will act as ambassadors to help educate the public about keeping the beach clean, filling any holes every evening, picking up trash and not using flashlights or flash photography when on the beach during nesting season with said funding to benefit the general public.

6. The ACF expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the ACF, only toward the purposes set forth in this Agreement.

7. The ACF shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the ACF or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the ACF on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the ACF is an agent of the COMMISSION.

9. The ACF shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The ACF agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the ACF, and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the ACF. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended only by written amendment executed by the COMMISSION and the ACF. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days

written notice to the ACF. Notwithstanding the aforementioned, the ACF acknowledges and agrees that all its obligations under this Agreement and the COMMISSION's right to enforce such obligations survive the expiration and/or termination of this Agreement.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the ACF all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

ALABAMA COASTAL FOUNDATION
POBOX246
Fairhope, AL 36533

_____
By:
As Its: Chairman, Board of Directors
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that_____, as Chairman of the Board of Directors of the ALABAMA COASTAL FOUNDATION, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Chairman of the Board of Directors of the ALABAMA COASTAL FOUNDATION, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said ALABAMA COASTAL FOUNDATION.

GIVEN under my hand and seal this the_____day of_____., 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM (hereinafter referred to as "ACES"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM (hereinafter referred to as "ACES") is organized in accordance with, and exercising those powers conferred by, Section 2-30-1, *et seq.*, of the Code of Alabama (1975); and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that ACES serves as the primary outreach organization for the land-grant mission of Alabama A&M University and Auburn University, which delivers research-based educational programs that enable people to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development; and

WHEREAS, to accomplish the aforementioned and in Baldwin County, Alabama, ACES maintains an office (hereinafter referred to as "ACES BALDWIN COUNTY OFFICE"), providing its research-based educational programs, in Baldwin County, Alabama, whereby ACES BALDWIN COUNTY OFFICE assists the general public of Baldwin County, Alabama, toward the fulfillment of ACES research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2022-2023 Budget, approved a one-time total funding appropriation of Fifty-three Thousand Eight Hundred Fifty-four dollars and 00/100 ($53,854.00) to exclusively aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama, and, furthermore, the COMMISSION set aside Nine Thousand Six Hundred Dollars and 00/100 ($9,600.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in its continuance of the public purposes, in Baldwin County, Alabama, as enumerated at Section 2-30-1, *et seq.*, of the Code of Alabama (1975); and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to ACES respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

2. ACES shall continue to deliver research-based educational programs to, and which enable, the people of the State of Alabama to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development.

3. ACES shall continue their provision of the ACES BALDWIN COUNTY OFFICE to provide its research-based educational programs, in Baldwin County, Alabama, to assist the general public of Baldwin County, Alabama, toward the fulfillment of ACES's research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama.

4. All ACES and ACES BALDWIN COUNTY OFFICE facilities, services and activities shall be made available to the general public.

5. ACES and ACES BALDWIN COUNTY OFFICE shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.

   a. The COMMISSION will convey to ACES a one-time total funding appropriation of Fifty-three Thousand Eight Hundred Fifty-four Dollars and 00/100 ($53,854.00) as financial assistance to be used exclusively by the ACES BALDWIN COUNTY OFFICE to aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and

   b. The COMMISSION will set aside Nine Thousand Six Hundred Dollars and 00/100 ($9,600.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in their continuance of the public purposes as enumerated at Section 2-30-1, *et seq.*, of the Code of Alabama (1975), said Nine Thousand Six Hundred Dollars and 00/100 ($9,600.00) remaining separate and apart from the one-time total funding appropriation provided at Section 6. [a] of this Agreement and non-conveyable to ACES or the ACES BALDWIN COUNTY OFFICE.

6. ACES and the ACES BALDWIN COUNTY OFFICE, both, expressly agree not to use the one-time total funding appropriation set forth at Section 6 of this Agreement outside the purposes provided at Section 6 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 6 of this Agreement to aid any private or individual benefit or utilize the county telephone system for non-public purposes. It being expressly understood that the one-time total funding appropriation set forth at Section 6 of this Agreement, as

provided by the COMMISSION, be conveyed by ACES to the ACES BALDWIN COUNTY OFFICE and utilized, by said ACES BALDWIN COUNTY OFFICE, in a manner consistent with this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in ACES and / or the ACES BALDWIN COUNTY OFFICE on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that ACES and / or the ACES BALDWIN COUNTY OFFICE is / are (an) agent(s) of the COMMISSION.

9. To the fullest extent allowed by law, ACES and the ACES BALDWIN COUNTY OFFICE shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 9 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by ACES, ACES BALDWIN COUNTY OFFICE or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 9 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

10. ACES and the ACES BALDWIN COUNTY OFFICE shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

11. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

12. ACES and the ACES BALDWIN COUNTY OFFICE agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2021 or 2022, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

13. This Agreement, provided in the form as one (1) original instrument for the records of ACES and one (1) original instrument for the records of the ACES BALDWIN COUNTY OFFICE and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and ACES and the ACES BALDWIN COUNTY OFFICE. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

14. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and ACES and the ACES BALDWIN COUNTY OFFICE. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to ACES and the ACES BALDWIN COUNTY OFFICE.

15. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

16. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the ACES all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

17. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM

_____
DR. GARY LEMME
As Its: Director
Date: _____

STATE OF ALABAMA)
COUNTY OF_____)

I, the undersigned authority, a Notary Public, in and for_____County, Alabama, and the State of Alabama, hereby certify that DR. GARY LEMME, as Director of the Alabama Extension Service / Alabama Cooperative Extension System, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Director of the Alabama Extension Service / Alabama Cooperative Extension System, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Alabama Extension Service / Alabama Cooperative Extension System.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM BALDWIN COUNTY OFFICE
302A Byrne Street
Bay Minette, Alabama 36507

_____
KATHERINE SHEPARD
As Its: (Baldwin) County Extension Coordinator

Date: _____

STATE OF ALABAMA)
COUNTY OF_____)

I, the undersigned authority, a Notary Public, in and for_____County, Alabama, and the State of Alabama, hereby certify that KATHERINE SHEPARD, as the (Baldwin) County Extension Coordinator of the Alabama Extension Service / Alabama Cooperative Extension System, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such (Baldwin) County Extension Coordinator of the Alabama Extension Service / Alabama Cooperative Extension System, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of the Baldwin County Office of the Alabama Extension Service / Alabama Cooperative Extension System.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC. (hereinafter referred to as "BC ECONOMIC DEVELOPMENT ALLIANCE"), is an Alabama nonprofit corporation the purpose of which is to promote the economic development of Baldwin County, Alabama; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as "COMMISSION") remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION has determined that it would be in the best interest of the citizens of Baldwin County, Alabama, to continue and actively pursue economic development in Baldwin County, Alabama; and

WHEREAS, the BC ECONOMIC DEVELOPMENT ALLIANCE was established with the specific purpose of implementing a program of economic development to promote and improve the quality of life for the citizens of Baldwin County, Alabama; and

WHEREAS, the COMMISSION and BC ECONOMIC DEVELOPMENT ALLIANCE have agreed and intend to work in conjunction with one another to promote economic development in Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that §11-3-11 (19), Code of Alabama (1975) provides authority for county commissions of the State of Alabama to set aside, appropriate and use county funds or revenues for the purpose of developing, advertising and promoting the agricultural, mineral, timber, water, labor and all other resources of every kind of the county and for the purpose of locating and promoting agricultural, industrial and manufacturing plants, factories and other industries in the county; further, that the county commissions of the State of Alabama are authorized to enter into contracts with any person, firm, corporation or association to carry out the aforementioned purposes; and

WHEREAS, further, the COMMISSION recognizes that Section 6 of Act No. 239, 1931 Regular Session of the Legislature of Alabama [Local Acts Alabama, 1931, p. 100] as amended, and specifically amended by Act No. 351, 1953 Regular Session of the Legislature of Alabama [Acts of Alabama, Regular Session 1953, Vol. I, p. 417] provides authority for the COMMISSION to appropriate money to advertise and develop any of its resources; and

WHEREAS, further, the COMMISSION recognizes that the initiative and mission of the BC ECONOMIC DEVELOPMENT ALLIANCE will benefit Baldwin County, Alabama's economic development by promoting the area's many and varied resources, including, but not limited to, its industrial, manufacturing, technological and human / labor resources which will benefit said overall economic development resources which, collectively, promotes the economic well-being of the citizens of the county and, therefore, as collectively authorized by §11-3-11 (19), Code of Alabama (1975) and Section 6 of Act No. 239, 1931 Regular Session of the Legislature of Alabama, as amended, the COMMISSION, by and through their Baldwin County Fiscal Year 2022-

2023 Budget, approved funding assistance subject to the conditions set forth by this Agreement to the BC ECONOMIC DEVELOPMENT ALLIANCE to assist said BC ECONOMIC DEVELOPMENT ALLIANCE toward its economic development initiative and mission which will benefit Baldwin County, Alabama's economic development by promoting the area's many and varied resources, including, but not limited, to its industrial, manufacturing, technological and human / labor resources which will benefit said overall economic development resources which, collectively, promotes the economic well-being of the citizens of the county; and

WHEREAS, further, the COMMISSION makes such funding assistance to the BC ECONOMIC DEVELOPMENT ALLIANCE respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994); and

WHEREAS, additionally, in accordance with, and respecting the parameters set forth by, Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901, the COMMISSION authorized said funding assistance to the BC ECONOMIC DEVELOPMENT ALLIANCE pursuant to *Resolution #2022-165 and Resolution #2022-166* of the COMMISSION as adopted during the September 20, 2022, regular meeting of said honorable county governing body which instrument remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

2. The term of this Agreement shall commence October 1, 2022, and terminate on September 30, 2023, or in a shorter time as may be determined exclusively by the COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BC ECONOMIC DEVELOPMENT ALLIANCE.

3. The COMMISSION's fiscal year commences October 1 and expires September 30 of the succeeding year. For Fiscal Year 2022-2023, the COMMISSION, subject to all terms and conditions herein, including without limitation Section 6. K., agrees to pay to the BC ECONOMIC DEVELOPMENT ALLIANCE Four Hundred Sixty Seven Thousand Dollars and 00/100 ($467,000.00).

4. As a condition of receiving the COMMISSION's funding assistance referenced in Section 3. of this Agreement, the BC ECONOMIC DEVELOPMENT ALLIANCE shall perform the following services in conjunction with and for the benefit of the COMMISSION, to wit:

    A. To seek out and employ a staff to oversee the programs and services of the BC ECONOMIC DEVELOPMENT ALLIANCE. The BC ECONOMIC DEVELOPMENT ALLIANCE shall have

total control over the process of selection of said staff and shall be entirely responsible for said hiring or termination of said staff. The COMMISSION shall have no responsibility regarding the hiring, employment, compensation or termination of said staff and shall have no employment relationship whatsoever with said staff.

B. To provide and administer economic development services for the COMMISSION.

C. To seek, discover and endeavor to attract and promote new and expanding commercial prospects within Baldwin County, Alabama, and to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama.

D. To gather, keep updated, research and distribute information and data to be used as advertisements and presentations to general and specific business and industrial prospects.

E. To develop and secure tools of the trade such as maps, charts, photos, topographical maps, briefing facilities, brochures, reports, etc. necessary and required to adequately promote new and expanding business and industry.

F. To work with existing businesses for expansions, problem-solving, counseling and other services pertinent to their expansion.

G. To work for the mutual economic and industrial development of the Baldwin County, Alabama, and pursuant thereto to maintain contact, cooperate and work closely with other agencies and organizations with similar purposes such as the following: Alabama Department of Economic and Community Affairs; Alabama Development Office; industrial development departments of public and private utilities; local, area and regional planning and development agencies; highway, air and water transportation development organizations; and all other groups, organizations, agencies and individuals pertinent to the purposes stated herein.

H. To continue a public-private partnership program for economic development in Baldwin County, Alabama.

I. To recruit new economic development investment, including international recruiting efforts.

J. To secure real property through contract, deed, or option for the purpose of locating businesses and/or industry in Baldwin County, Alabama.

5. As a further condition of receiving the COMMISSION's funding assistance referenced in Section 3. of this Agreement, the BC ECONOMIC DEVELOPMENT ALLIANCE shall perform the following services in conjunction with and for the benefit of the COMMISSION, to wit: to specifically seek, discover and endeavor to attract and promote new and expanding commercial prospects for the South Alabama Mega

Site located in North Baldwin County which promotion shall create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama.

6. As a condition of receiving the COMMISSION's funding assistance referenced in Section 3. of this Agreement, the BC ECONOMIC DEVELOPMENT ALLIANCE, furthermore, expressly agrees to as follows:

A. All BC ECONOMIC DEVELOPMENT ALLIANCE facilities, services, activities and membership shall be made available to the general public in accordance with BC ECONOMIC DEVELOPMENT ALLIANCE rules and policies.

B. The BC ECONOMIC DEVELOPMENT ALLIANCE shall have a nondiscriminatory policy and its facilities, services, activities and membership will be available to the general public regardless of race, age, sex, disability or religion.

C. The BC ECONOMIC DEVELOPMENT ALLIANCE shall not use any funding assistance referenced in this Agreement outside the provision of economic development services set forth in this Agreement and, furthermore, shall not use any of the funding assistance as set forth by this Agreement to aid any private or individual benefit. It being expressly understood, by the BC ECONOMIC DEVELOPMENT ALLIANCE, that the funding assistance referenced by this Agreement, as provided by the COMMISSION, be utilized, by the BC ECONOMIC DEVELOPMENT ALLIANCE, only toward their provision of economic development services set forth in this Agreement.

D. The BC ECONOMIC DEVELOPMENT ALLIANCE understands that this Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BC ECONOMIC DEVELOPMENT ALLIANCE on behalf of the COMMISSION. Furthermore, the BC ECONOMIC DEVELOPMENT ALLIANCE understands that this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the BC ECONOMIC DEVELOPMENT ALLIANCE is an agent of the COMMISSION.

E. The BC ECONOMIC DEVELOPMENT ALLIANCE shall take all steps at its own expense, as the COMMISSION may from time-to-time request, to indicate and assure that it is an independent contractor.

F. The BC ECONOMIC DEVELOPMENT ALLIANCE understands that the COMMISSION has no financial interest in the business of the BC ECONOMIC DEVELOPMENT ALLIANCE and that the COMMISSION shall not be liable for any debts incurred by the BC ECONOMIC DEVELOPMENT ALLIANCE, nor shall the COMMISSION be deemed or construed to be a partner, joint venturer or likewise interested in the assets of the BC ECONOMIC DEVELOPMENT ALLIANCE or profits earned or derived by the BC ECONOMIC DEVELOPMENT ALLIANCE, nor shall the BC ECONOMIC DEVELOPMENT ALLIANCE at any time use

the name or credit of the COMMISSION in purchasing, or attempting to purchase equipment, supplies or other things whatsoever.

G. To the fullest extent allowed by law the BC ECONOMIC DEVELOPMENT ALLIANCE shall indemnify and hold the COMMISSION its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purpose of this Section 6. G. referred to collectively as "Commission") completely harmless from any and all claims, notices, violations, findings or orders of whatsoever kind or character which may arise or be made, or which are in any way related to or resulting from the work to be done and duties or obligations performed by the BC ECONOMIC DEVELOPMENT ALLIANCE or COMMISSION pursuant to this agreement, including, without limitation, attorney fees and legal expenses incurred as a result of the COMMISSION enforcing, defending, or complying with this Agreement, or otherwise addressing actions or claims made related in any way to this Agreement. The provisions of this Section 6. G. and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

H. The BC ECONOMIC DEVELOPMENT ALLIANCE shall ensure that all materials publicizing or resulting from the funding assistance referenced in this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

I. The BC ECONOMIC DEVELOPMENT ALLIANCE shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the COMMISSION.

J. The BC ECONOMIC DEVELOPMENT ALLIANCE shall comply strictly with all laws of Baldwin County, Alabama, the State of Alabama, the United States of America and all rules and regulations of all applicable agencies thereof.

K. Notwithstanding anything written herein to the contrary, the BC ECONOMIC DEVELOPMENT ALLIANCE understands and agrees that all commitments made herein by the COMMISSION are subject to the availability of funds and, furthermore, the BC ECONOMIC DEVELOPMENT ALLIANCE agrees that if the COMMISSION determines at any time prior to the conveyance of any funding assistance set forth by this agreement that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide any such funding assistance.

L. The BC ECONOMIC DEVELOPMENT ALLIANCE agrees, as a condition of receiving the funding assistance referenced in this Agreement, to:

1) Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to

ensure the proper expenditure of the subject funding appropriations and funding assistance.

2) File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2021 or 2022, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

7. This Agreement, provided in the form as one (1) original instrument for the records of the BC ECONOMIC DEVELOPMENT ALLIANCE and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the BC ECONOMIC DEVELOPMENT ALLIANCE. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement. This Agreement can be amended, during its term, only by written amendment executed by the COMMISSION and the BC ECONOMIC DEVELOPMENT ALLIANCE.

8. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

9. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the BC ECONOMIC DEVELOPMENT ALLIANCE all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

10. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
By: JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

GIVEN, under my hand and Seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.
Post Office Box 1340
Robertsdale, Alabama 36567

_____
STANLEY RAYE (LEE) LAWSON, JR.
As its: President
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that STANLEY RAYE (LEE) LAWSON, JR., as President of the Baldwin County Economic Development Alliance, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said Baldwin County Economic Development Alliance, Inc., on this the day the same bears date.

GIVEN, under my hand and Seal this the____day of_____, 2022.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between THE BALDWIN COUNTY LIBRARY COOPERATIVE, INC., an Alabama non-profit corporation (hereinafter referred to as the "COUNTY LIBRARY COOPERATIVE"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the COUNTY LIBRARY COOPERATIVE is an Alabama nonprofit corporation organized to, among other things enumerated in its governing Articles of Incorporation, provide quality library service to every individual in Baldwin County through the provision of general library services including, but not limited to, the Bookmobile, outreach services and support and encouragement for the county's many municipal libraries; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama; and

WHEREAS, while the COUNTY LIBRARY COOPERATIVE remains organized as an Alabama nonprofit corporation, its governing By-laws provide that it shall have those duties and responsibilities authorized by Section 11-90-1, et seq., of the Code of Alabama (1975), which Alabama law authorizes the formation of Free Public Libraries, both municipal and county, and that said Alabama law is utilized in the appointment of its 5 member Board of Trustees, which the COMMISSION is authorized to seat by appointment; and

WHEREAS, specifically, Section 11-90-1 of the Code of Alabama (1975) provides as follows: "The county commissions of the counties of this state and municipalities, through their governing bodies, may establish and maintain or aid in establishing and maintaining free public libraries for the use of the citizens of the respective counties or municipalities, either separately or in connection with public schools, and to that end may accept gifts, donations, and bequests of land, buildings or money therefor and may make appropriations from the county or municipal treasury in support thereof in such sums as they may deem proper. . .;" and

WHEREAS, to accomplish its general mission of aiding the network of Free Public Libraries throughout all Baldwin County, Alabama, both municipal and county, the COUNTY LIBRARY COOPERATIVE remains a recipient of local county public video entertainment device taxes as authorized by Section 45-2-244.160 of the Code of Alabama (1975) and as further approved by the COMMISSION; and

WHEREAS, the COUNTY LIBRARY COOPERATIVE receives supplemental state aid by the Alabama Public Library Service to support and improve the COUNTY LIBRARY COOPERATIVE's public pursuits in Baldwin County, Alabama; and

WHEREAS, as authorized by Section 11-90-1 of the Code of Alabama (1975), the COMMISSION, by and through its Baldwin County Fiscal Year 2022-2023 Budget, approved a one-time total funding appropriation of One-hundred Thousand Dollars ($100,000.00), to match funds appropriated to the COUNTY LIBRARY COOPERATIVE by the Alabama Public Library Service related to supplemental state aid enjoyed by said COUNTY LIBRARY COOPERATIVE; and

WHEREAS, further, as authorized by Section 11-90-1 of the Code of Alabama (1975), the COMMISSION, by and through its Baldwin County Fiscal Year 2022-2023 Budget, set aside as non-transferable and non-conveyable Four Thousand Five Hundred Dollars and 00/100 ($4,500.00) to pay for costs related to the use of the county postage meter at the Baldwin County Central Annex Building in Robertsdale, Alabama, by the COUNTY LIBRARY COOPERATIVE, Five Thousand Dollars and 00/100 ($5,000.00) to pay for costs related to the use of the county telephone system by the COUNTY LIBRARY COOPERATIVE, and One Thousand One Hundred Dollars and 00/100 ($1,100.00) to pay for costs related to the provision of gas and oil for the COUNTY LIBRARY COOPERATIVE's Bookmobile, said provision of gas and oil provided by the COMMISSION at its Baldwin Regional Area Transit System maintenance facility in Robertsdale, Alabama; and

WHEREAS, as authorized by Section 11-90-1 of the Code of Alabama (1975), the COMMISSION further desires to aid the COUNTY LIBRARY COOPERATIVE with the provision of free-of-charge routine and regular maintenance services of the COUNTY LIBRARY COOPERATIVE's Bookmobile, said provision of routine and regular maintenance services provided by the COMMISSION by and through its Baldwin County Highway Department and as expressly provided for herein; and

WHEREAS, the COMMISSION makes the aforesaid collective funding assistance and other assistance to aid the COUNTY LIBRARY COOPERATIVE in providing quality library service to every individual in Baldwin County through the provision of general library services including, but not limited to, the Bookmobile, outreach services and support and encouragement for the county's many municipal libraries, and to continue its general mission to aid the network of Free Public Libraries throughout all Baldwin County, Alabama, both municipal and county; and

WHEREAS, the COMMISSION makes the aforesaid funding assistance and other assistance to the COUNTY LIBRARY COOPERATIVE respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission,* 631 So. 2d 953 (Ala. 1994).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

2. The COUNTY LIBRARY COOPERATIVE shall continue the public purpose of providing quality library service to every individual in Baldwin County through the provision of general library services including, but not limited to, the Bookmobile, outreach services and support and encouragement for the county's many municipal libraries which collectively accomplishes its general mission of aiding the network of Free Public Libraries throughout all Baldwin County, Alabama, both municipal and county.

3. All COUNTY LIBRARY COOPERATIVE facilities, services, membership and activities shall be made available to the general public.

4. The COUNTY LIBRARY COOPERATIVE shall have a nondiscriminatory policy, and its facilities, services, membership and activities shall be available to the general public regardless of race, age, sex, disability or religion.

5. (a) The COMMISSION shall assist the COUNTY LIBRARY COOPERATIVE by providing a one-time total funding appropriation to the COUNTY LIBRARY COOPERATIVE of One-hundred Thousand Dollars ($100,000.00), to be used by the COUNTY LIBRARY COOPERATIVE to match funds appropriated to the COUNTY LIBRARY COOPERATIVE by the Alabama Public Library Service related to supplemental state aid enjoyed by said COUNTY LIBRARY COOPERATIVE.

(b) The COMMISSION shall set aside Four Thousand Five Hundred Dollars and 00/100 ($4,500.00) to pay for costs related to the use of the county postage meter at the Baldwin County Central Annex Building in Robertsdale, Alabama, by the COUNTY LIBRARY COOPERATIVE. Said Four Thousand Five Hundred Dollars and 00/100 ($4,500.00) shall be separate and apart from the one-time total funding appropriation provided in Section 5 (a) of this Agreement and shall not be transferred/conveyed to the COUNTY LIBRARY COOPERATIVE.

(c) The COMMISSION shall set aside Five Thousand Dollars and 00/100 ($5,000.00) to pay for costs related to the use of the county telephone system by the COUNTY LIBRARY COOPERATIVE. Said Five Thousand Dollars ($5,000.00) shall be separate and apart from the one-time total funding appropriation provided in Section 5 (a) of this Agreement and shall not be transferred/conveyed to the COUNTY LIBRARY COOPERATIVE.

(d) The COMMISSION shall set aside One Thousand One Hundred Dollars and 00/100 ($1,100.00) to pay for costs related to the provision of gas and oil for the COUNTY LIBRARY COOPERATIVE's Bookmobile. Said One Thousand One Hundred Dollars and 00/100 ($1,100.00) shall be separate and apart from the one-time total funding appropriation provided in Section 5 (a) of this Agreement and shall not be transferred/conveyed to the COUNTY LIBRARY COOPERATIVE.

(e) The COMMISSION shall provide free-of-charge routine and regular maintenance services of the COUNTY LIBRARY COOPERATIVE's Bookmobile, said provision of routine and regular maintenance services shall be provided by the COMMISSION by and through its Baldwin County Highway Department subject to the approval of the County Engineer as to the scope of services, cost of repair or maintenance and necessity of the same, in his discretion. It is expressly agreed to by the COUNTY LIBRARY COOPERATIVE and COMMISSION that the provision of free-of-charge routine and regular maintenance services by the COMMISSION shall in no way extend to any significant or unusually expensive maintenance services of the COUNTY LIBRARY COOPERATIVE's Bookmobile without the express approval of the COMMISSION as authorized in regular or special session, and the COMMISSION shall have the unilateral right, with or without cause or hearing, to discontinue the repair and maintenance services provided pursuant to this Section 5 (e) at any time by providing written notice of the same to the COUNTY LIBRARY COOPERATIVE.

6. The COUNTY LIBRARY COOPERATIVE expressly agrees not to use the one-time total funding appropriation set forth at Section 5 (a) of this Agreement, or any funding or other assistance set forth in Section 5 (b), (c), (d) and (e) of this Agreement, outside the specific purposes set forth in this Agreement, and the COUNTY LIBRARY COOPERATIVE further agrees not to use the one-time total

funding appropriation set forth in Section 5 (a) of this Agreement or any funding or other assistance set forth in Sections 5 (b), (c), (d) and (e) of this Agreement, to aid any private or individual benefit. It being expressly understood that the one-time total funding appropriation set forth in Section 5 (a) of this Agreement and the funding or other assistance set forth in Sections 5 (b), (c), (d) and (e) of this Agreement, as provided by the COMMISSION, shall be utilized by the COUNTY LIBRARY COOPERATIVE in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the COUNTY LIBRARY COOPERATIVE on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency relationship or any action that would create or imply that the COUNTY LIBRARY COOPERATIVE is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the COUNTY LIBRARY COOPERATIVE shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY LIBRARY COOPERATIVE or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The COUNTY LIBRARY COOPERATIVE shall ensure that all materials publicizing or resulting from the funding assistance as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance, with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation, or any quarterly installment thereof, the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation, or any quarterly installment thereof.

11. The COUNTY LIBRARY COOPERATIVE agrees, as a condition of receiving the one-time funding appropriation referenced in Section 5 (a) of this Agreement, and the funding or other assistance referenced in Sections 5 (b), (c), (d) and (e) of this Agreement, to:

    (a) Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation and funding assistance.

(b) File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2021 or 2022, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the COUNTY LIBRARY COOPERATIVE and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the COUNTY LIBRARY COOPERATIVE. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or such shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended by written amendment executed by the COMMISSION and the COUNTY LIBRARY COOPERATIVE. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the COUNTY LIBRARY COOPERATIVE.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover ARC all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have affixed their hands and seals this date as set forth by their respective signatures.

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

BALDWIN COUNTY LIBRARY COOPERATIVE, INC.
Post Office Box 399
Robertsdale, Alabama 36567

_____
By:
As Its: Chairman
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that_____, as Chairman of the Board of Trustees of the Baldwin County Library Cooperative, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Board of Trustees of the Baldwin County Library Cooperative, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Library Cooperative, Inc.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between BALDWIN COUNTY SOIL AND WATER CONSERVATION DISTRICT, a governmental subdivision of the State of Alabama and public body corporate and politic organized in accordance with, and exercising those powers conferred by, Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975) (hereinafter referred to as the " BC SOIL AND WATER CONSERVATION DISTRICT"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the BC SOIL AND WATER CONSERVATION DISTRICT is a governmental subdivision of the State of Alabama and public body corporate and politic organized in accordance with, and exercising those powers conferred by, Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975); and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the public powers exercised by the BC SOIL AND WATER CONSERVATION DISTRICT as authorized at Section 9-8-25 of the Code of Alabama (1975) including the authority for the BC SOIL AND WATER CONSERVATION DISTRICT to cooperate or enter into agreements with any agency, governmental or otherwise, or any owner or occupier of lands within the BC SOIL AND WATER CONSERVATION DISTRICT in the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT; and

WHEREAS, furthermore, in recognition of the aforementioned, the COMMISSION, by and through their Baldwin County Fiscal Year 2022-2023 Budget, approved a one-time total funding appropriation of Seventy-five Thousand Five Hundred Dollars and 00/100 ($75,500.00) to aid the BC SOIL AND WATER CONSERVATION DISTRICT in the continuation of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975), specifically, as funding assistance for the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT, which includes the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama; and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the BC SOIL AND WATER CONSERVATION DISTRICT respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*. 631 So. 2d 953 (Ala. 1994).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

2. The BC SOIL AND WATER CONSERVATION DISTRICT shall continue to carry on erosion control and prevention operations within the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama.

3. All BC SOIL AND WATER CONSERVATION DISTRICT facilities, services and activities shall be made available to the general public.

4. The BC SOIL AND WATER CONSERVATION DISTRICT shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION shall assist the BC SOIL AND WATER CONSERVATION DISTRICT by providing a one-time total funding appropriation of Seventy-five Thousand Five Hundred Dollars and 00/100 ($75,500.00) to be used specifically as funding assistance for the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT, which includes the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama, and in the furtherance of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975).

6. The BC SOIL AND WATER CONSERVATION DISTRICT expressly agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time total funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the BC SOIL AND WATER CONSERVATION DISTRICT, in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BC SOIL AND WATER CONSERVATION DISTRICT on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the BC SOIL AND WATER CONSERVATION DISTRICT is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the BC SOIL AND WATER CONSERVATION DISTRICT shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or

obligations performed by the BC SOIL AND WATER CONSERVATION DISTRICT or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

9. The BC SOIL AND WATER CONSERVATION DISTRICT shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The BC SOIL AND WATER CONSERVATION DISTRICT agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2021 or 2022, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the BC SOIL AND WATER CONSERVATION DISTRICT and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the BC SOIL AND WATER CONSERVATION DISTRICT. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the BC SOIL AND WATER CONSERVATION DISTRICT. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BC SOIL AND WATER CONSERVATION DISTRICT.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the BC SOIL AND WATER CONSERVATION DISTRICT all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

BALDWIN COUNTY SOIL AND WATER CONSERVATION DISTRICT
207 Faulkner Drive
Bay Minette, Alabama 36507

_____
RANDALL HASTINGS
As Its: Chairman
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that RANDALL HASTINGS, as Chairman of the Baldwin County Soil and Water Conservation District, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Baldwin County Soil and Water Conservation District, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Soil and Water Conservation District.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between THE BALDWIN POPS, an Alabama non-profit corporation (hereinafter referred to as the "BALDWIN POPS"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the BALDWIN POPS is an Alabama non-profit corporation organized for the purpose of enhancing the cultural environment of all of the Eastern Shore and Baldwin County by providing free concerts to the public; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the BALDWIN POPS was organized to enhance the cultural environment of all of the Eastern Shore and Baldwin County by providing free concerts to the public. Therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Five Thousand Dollars and 00/100 ($5,000.00), by and through its Baldwin County Fiscal Year 2022-2023 Budget, to pay the BALDWIN POPS funds allocated towards general purposes, which include enhancing the cultural environment of all of the Eastern Shore and Baldwin County by providing free concerts to the public; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the BALDWIN POPS respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission* 631 So. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

2. The BALDWIN POPS shall continue to enhance the cultural environment of all of the Eastern Shore and Baldwin County by providing free concerts to the public, which provides a valuable public service.

3. All BALDWIN POPS facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: BALDWIN POPS facilities, activities and services must be utilized in accordance with BALDWIN POPS policies.

4. The BALDWIN POPS shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.

5. The COMMISSION will assist the BALDWIN POPS with a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to pay the BALDWIN POPS specifically allocated towards enhancing the cultural environment of all of the Eastern Shore and Baldwin County by providing free concerts to the public.

6. The BALDWIN POPS expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the BALDWIN POPS, only toward the purposes set forth in this Agreement.

7. The BALDWIN POPS shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the BALDWIN POPS or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BALDWIN POPS on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the BALDWIN POPS is an agent of the COMMISSION.

9. The BALDWIN POPS shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support

made through the use of the following comparable footnote: “This activity was supported by the Baldwin County Commission.”

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The BALDWIN POPS agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022 and a copy of an annual report that includes the appropriation period to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the BALDWIN POPS, and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the BALDWIN POPS. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the BALDWIN POPS. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BALDWIN POPS.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the BALDWIN POPS all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____

JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____

RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the_____day of____, 2022.

_____

NOTARY PUBLIC
My Commission expires: _____

THE BALWIN POPS

PO BOX 38
FAIRHOPE, AL 36533

_____

By:
As Its:
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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

GIVEN under my hand and seal this the _____ day of _____, 2022.

_____

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between BAY MINETTE ROTARY CLUB, an Alabama non-profit organization (hereinafter referred to as the "ROTARY"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the ROTARY is an Alabama non-profit organization consisting of business professional and community leaders who volunteer time, talent and resources in order to meet vital community needs; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the ROTARY was organized was for business professional and community leaders who volunteer time, talent and resources in order to meet vital community needs. Therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Five Hundred Dollars and 00/100 ($500.00), by and through its Baldwin County Fiscal Year 2022-2023 Budget, to pay the ROTARY funds allocated towards general purposes, which include professional and community leaders who volunteer time, talent and resources in order to meet vital community needs; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the ROTARY respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission* 631 So. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

2. The ROTARY shall continue for professional and community leaders who volunteer time, talent and resources in order to meet vital community needs, which provides a valuable public service.

3. All ROTARY facilities, activities and services will be made

available to the general public provided that the following conditions are met, to-wit: ROTARY facilities, activities and services must be utilized in accordance with ROTARY policies.

4. The ROTARY shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.

5. The COMMISSION will assist the ROTARY with a one-time funding appropriation of Five Hundred Dollars and 00/100 ($500.00) to pay the ROTARY specifically allocated towards professional and community leaders who volunteer time, talent and resources in order to meet vital community needs.

6. The ROTARY expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the ROTARY, only toward the purposes set forth in this Agreement.

7. The ROTARY shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the ROTARY or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the ROTARY on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the ROTARY is an agent of the COMMISSION.

9. The ROTARY shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all

commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The ROTARY agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022 and a copy of an annual report that includes the appropriation period to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the ROTARY, and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the ROTARY. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the ROTARY. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the ROTARY.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the ROTARY all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed

invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____

JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____

RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the_____day of_____, 2022.

_____

NOTARY PUBLIC
My Commission expires: _____

BAY MINETTE ROTARY CLUB

PO BOX 764
BAY MINETTE, AL 36507

_____

By:
As Its:
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that _____, as _____ of the Bay Minette Rotary Club, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such _____ of the Bay Minette Rotary Club, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Bay Minette Rotary Club.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between CENTRAL BALDWIN CHAMBER OF COMMERCE, INC., an Alabama non-profit corporation (hereinafter referred to as the "CENTRAL BALDWIN CHAMBER"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the CENTRAL BALDWIN CHAMBER is an Alabama nonprofit corporation organized to advertise, promote and assist the Central Baldwin County, Alabama business community to benefit the economic environment of Baldwin County, Alabama; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the advertisement, promotion and assistance provided by the CENTRAL BALDWIN CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2022-2023 Budget, approved a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to assist said CENTRAL BALDWIN CHAMBER in their advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the CENTRAL BALDWIN CHAMBER respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994); and

WHEREAS, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

2. The CENTRAL BALDWIN CHAMBER shall continue their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of

Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All CENTRAL BALDWIN CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the CENTRAL BALDWIN CHAMBER's rules and policies.

4. The CENTRAL BALDWIN CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the CENTRAL BALDWIN CHAMBER by providing a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to provide funding assistance to the CENTRAL BALDWIN CHAMBER to aid in their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the CENTRAL BALDWIN CHAMBER agrees to perform the additional services, as follows:

   a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

   b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

   c. Help keep informed their respective CENTRAL BALDWIN CHAMBER members about the activities of their county government; and

   d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

6. The CENTRAL BALDWIN CHAMBER expressly agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00), as provided by the COMMISSION, be utilized, by the CENTRAL BALDWIN CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the CENTRAL BALDWIN CHAMBER on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the CENTRAL BALDWIN CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the CENTRAL BALDWIN CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents,

representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The CENTRAL BALDWIN CHAMBER shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION'S assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The CENTRAL BALDWIN CHAMBER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the CENTRAL BALDWIN CHAMBER and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the CENTRAL BALDWIN CHAMBER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the CENTRAL BALDWIN CHAMBER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the CENTRAL BALDWIN CHAMBER.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the CENTRAL BALDWIN CHAMBER all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

CENTRAL BALDWIN CHAMBER OF COMMERCE, INC.
Post Office Box 587
Robertsdale, Alabama 36567

_____
GAIL QUEZADA
As Its: Executive Director
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that GAIL QUEZADA, as Executive Director of the Central Baldwin Chamber of Commerce, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such Executive Director of the Board of Directors of the Central Baldwin Chamber of Commerce, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Central Baldwin Chamber of Commerce, Inc.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between COASTAL ALABAMA BUSINESS CHAMBER, an Alabama non-profit corporation (hereinafter referred to as the "COASTAL ALABAMA CHAMBER"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the COASTAL ALABAMA CHAMBER is an Alabama nonprofit corporation organized to advertise, promote and assist the Coastal Baldwin County, Alabama business community to benefit the economic environment of Baldwin County, Alabama; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the advertisement, promotion and assistance provided by the COASTAL ALABAMA CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2022-2023 Budget, approved a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to assist said COASTAL ALABAMA CHAMBER in their advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the COASTAL ALABAMA CHAMBER respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994); and

WHEREAS, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

2. The COASTAL ALABAMA CHAMBER shall continue their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of

Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All COASTAL ALABAMA CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the COASTAL ALABAMA CHAMBER's rules and policies.

4. The COASTAL ALABAMA CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the COASTAL ALABAMA CHAMBER by providing a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to provide funding assistance to the COASTAL ALABAMA CHAMBER to aid in their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the COASTAL ALABAMA CHAMBER agrees to perform the additional services, as follows:

   a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

   b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

   c. Help keep informed their respective COASTAL ALABAMA CHAMBER members about the activities of their county government; and

   d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

6. The COASTAL ALABAMA CHAMBER expressly agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00), as provided by the COMMISSION, be utilized, by the COASTAL ALABAMA CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the COASTAL ALABAMA CHAMBER on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the COASTAL ALABAMA CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the COASTAL ALABAMA CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents,

representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The COASTAL ALABAMA CHAMBER shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION'S assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The COASTAL ALABAMA CHAMBER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the COASTAL ALABAMA CHAMBER and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the COASTAL ALABAMA CHAMBER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the COASTAL ALABAMA CHAMBER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the COASTAL ALABAMA CHAMBER.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the COASTAL ALABAMA CHAMBER all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

COASTAL ALABAMA BUSINESS CHAMBER
Post Office Drawer 3869
Gulf Shores, Alabama 36547

_____
Mike Steward
As Its: Chairman of the Board
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that MIKE STEWARD, as Chairman of the Board of the Coastal Alabama Business Chamber, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Board of Directors of the Coastal Alabama Business Chamber, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Coastal Alabama Business Chamber.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the DREAM CENTER, an Alabama non-profit organization (hereinafter referred to as the "CENTER"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the CENTER is an Alabama non-profit organization for a place where at-risk youth ages 12-18 can begin to rebuild and transform their lives with the help of caring mentors and educators.; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the CENTER was organized as a place where at-risk youth ages 12-18 can begin to rebuild and transform their lives with the help of caring mentors and educators. Therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Ten Thousand Dollars and 00/100 ($10,000.00), by and through its Baldwin County Fiscal Year 2022-2023 Budget, to pay the CENTER funds allocated towards general purposes, which include a place where at-risk youth ages 12-18 can begin to rebuild and transform their lives with the help of caring mentors and educators.; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the CENTER respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission* 631 So. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

2. The CENTER shall continue as a place where at-risk youth ages 12-18 can begin to rebuild and transform their lives with the help of caring mentors and educators, which provides a valuable public service.

3. All CENTER facilities, activities and services will be made available to the general public provided that the following

conditions are met, to-wit: CENTER facilities, activities and services must be utilized in accordance with CENTER policies.

4. The CENTER shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.

5. The COMMISSION will assist the CENTER with a one-time funding appropriation of Ten Thousand Dollars and 00/100 ($10,000.00) to pay the CENTER specifically allocated towards a place where at-risk youth ages 12-18 can begin to rebuild and transform their lives with the help of caring mentors and educators.

6. The CENTER expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the CENTER, only toward the purposes set forth in this Agreement.

7. The CENTER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the CENTER or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the CENTER on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the CENTER is an agent of the COMMISSION.

9. The CENTER shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to

the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The CENTER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022 and a copy of an annual report that includes the appropriation period to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the CENTER, and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the CENTER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the CENTER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the CENTER.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the CENTER all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and

if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____

JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____

RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the_____day of____, 2022.

_____

NOTARY PUBLIC
My Commission expires: _____

DREAM CENTER

1113 N MCKENZIE ST
FOLEY, AL 36535

_____

By:
As Its:
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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

GIVEN under my hand and seal this the_____day of_____, 2022.

_____

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the EASTERN SHORE CHAMBER OF COMMERCE, INC. (hereinafter referred to as "EASTERN SHORE CHAMBER"), is a nonprofit corporation organized to advertise, promote and assist the Baldwin County Eastern Shore business community to benefit the economic environment of Baldwin County, Alabama; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as "COMMISSION") remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the advertisement, promotion and assistance provided by the EASTERN SHORE CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2022-2023 Budget, approved a one-time funding appropriation to assist said EASTERN SHORE CHAMBER in their advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the EASTERN SHORE CHAMBER respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994); and

WHEREAS, additionally, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

2. The EASTERN SHORE CHAMBER shall continue their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All EASTERN SHORE CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the EASTERN SHORE CHAMBER's rules and policies.

4. The EASTERN SHORE CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the EASTERN SHORE CHAMBER by providing a one-time funding appropriation of Five Thousand Dollars ($5,000) to provide funding assistance to the EASTERN SHORE CHAMBER to aid in their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the EASTERN SHORE CHAMBER agrees to perform the additional services, as follows:

    a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

    b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

    c. Help keep informed their respective EASTERN SHORE CHAMBER members about the activities of their county government; and

    d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

6. The EASTERN SHORE CHAMBER expressly agrees not to use any of the one-time funding appropriation of Five Thousand Dollars ($5,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Thousand Dollars ($5,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Thousand Dollars ($5,000.00), as provided by the COMMISSION, be utilized, by the EASTERN SHORE CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the EASTERN SHORE CHAMBER on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the EASTERN SHORE CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the EASTERN SHORE CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "Commission") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind

or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the EASTERN SHORE CHAMBER or COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The EASTERN SHORE CHAMBER shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The EASTERN SHORE CHAMBER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the EASTERN SHORE CHAMBER and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the EASTERN SHORE CHAMBER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and can be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the EASTERN SHORE CHAMBER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the EASTERN SHORE CHAMBER.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

EASTERN SHORE CHAMBER OF COMMERCE, INC.
327 Fairhope Ave.
Fairhope, AL 36532

_____
CASEY GAY WILLIAMS
As Its: President
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that CASEY GAY WILLIAMS, as President of the Board of Directors of the Eastern Shore Chamber of Commerce, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such President of the Board of Directors of the Eastern Shore Chamber of Commerce, Inc. and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Eastern Shore Chamber of Commerce, Inc.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between MOBILE BAY NATIONAL ESTUARY PROGRAM, an entity created, in 1995, under the authority granted by the United States Environmental Protection Agency and is administered through and funded by the United States Environmental Protection Agency under provisions of the Clean Water Act of 1987 (hereinafter referred to as the " MOBILE BAY NEP"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the MOBILE BAY NEP is an entity created, in 1995, under the authority granted by the United States Environmental Protection Agency and is administered through and funded by the United States Environmental Protection Agency under provisions of the Clean Water Act of 1987, the purposes of which are to promote the wise stewardship of the water quality characteristics and living resource base of the Mobile Bay estuarine system, implement the applicable Comprehensive Conservation Management Plan and, further, bring together citizens, local, state and federal government agencies, businesses and industries, conservation and environmental organizations and academic institutions to meet the environmental challenges presented to the Mobile Bay estuarine system; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the MOBILE BAY NEP was organized to assist in the protection and conservation of the Mobile Bay estuarine system which benefits and protects the county's environment and overall environmental well- being of the general public and within said MOBILE BAY NEP service area; and

WHEREAS, furthermore, in recognition of the aforementioned, the COMMISSION, wishes to approve a one-time total funding appropriation of Seventy-Five Thousand Dollars and 00/100 ($75,000.00) to aid the MOBILE BAY NEP; and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the MOBILE BAY NEP respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*. 631 So. 2d 953 (Ala. 1994).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

2. The MOBILE BAY NEP shall continue to promote the protection and conservation of the Mobile Bay estuarine system which benefits and protects the county's environment and overall environmental well-being of the general public and within said MOBILE BAY NEP service area.

3. All MOBILE BAY NEP facilities, services and activities shall be made available to the general public.

4. The MOBILE BAY NEP shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION shall assist the MOBILE BAY NEP by providing a one-time total funding appropriation of Seventy-Five Thousand Dollars and 00/100 ($75,000.00).

6. The MOBILE BAY NEP expressly agrees not to use any of the one-time funding appropriation provided for by this Agreement outside the purposes provided for by this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth by this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth by this Agreement, as provided by the COMMISSION, be utilized, by the MOBILE BAY NEP, only toward the purpose provided by this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the MOBILE BAY NEP on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the MOBILE BAY NEP is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the MOBILE BAY NEP shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the MOBILE BAY NEP or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

9. The MOBILE BAY NEP shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The MOBILE BAY NEP agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2021 or 2022, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the MOBILE BAY NEP and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the MOBILE BAY NEP. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the MOBILE BAY NEP.
    The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the MOBILE BAY NEP.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the

COMMISSION shall be entitled to recover from the MOBILE BAY NEP all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD CINK, Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD CINK, as Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

GIVEN under my hand and seal this the _____ day of _____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

MOBILE BAY NATIONAL ESTUARY PROGRAM
Suite 601
118 North Royal Street
Mobile, Alabama 36602

_____

ROBERTA ARENA SWANN
As Its: Director
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that ROBERTA ARENA SWANN, as Director of the Mobile Bay National Estuary Program, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such Director of the Mobile Bay National Estuary Program, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Mobile Bay National Estuary Program.

GIVEN under my hand and seal this the _____ day of _____, 2022.

_____

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between NORTH BALDWIN ANIMAL SHELTER INC., an Alabama non-profit corporation (hereinafter referred to as the "NBAS"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the NBAS is an Alabama non-profit corporation organized for the purpose of providing shelter and adoption services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout Baldwin County, Alabama, will have a better chance of survival and finding good homes; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the NORTH BALDWIN ANIMAL SHELTER, INC. was organized is to provide shelter and adoption services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout Baldwin County, Alabama, will have a better chance of survival and finding good homes which provides a valuable public service. Therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Twenty Thousand Dollars and 00/100 ($20,000.00), by and through its Baldwin County Fiscal Year 2022-2023 Budget, to pay the NBAS funds allocated towards general purposes, which include maintenance and operation costs and expenses of the North Baldwin Animal Shelter, animal food and medicine, and veterinary services, utilities, insurance and building maintenance costs; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the NBAS respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission* 631 So. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

2. The NBAS shall continue to develop and carry out the services providing shelter and adoption services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout Baldwin County, Alabama, will have a better chance of survival and finding good homes, which provides a valuable public service.

3. All NBAS facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: NBAS facilities, activities and services must be utilized in accordance with NBAS policies.

4. The NBAS shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.

5. The COMMISSION will assist the NBAS with a one-time funding appropriation of Twenty Thousand Dollars and 00/100 ($20,000.00) to pay the NBAS specifically allocated towards providing shelter operation and maintenance, animal food and medicine, veterinary services and adoption

services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout Baldwin County, Alabama, will have a better chance of survival and finding good homes.

6. The NBAS expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit or utilize the county telephone system for non-public purposes. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the NBAS, only toward the purposes set forth in this Agreement.

7. The NBAS shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the NBAS or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the NBAS on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the NBAS is an agent of the COMMISSION.

9. The NBAS shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The NBAS agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022 and a copy of an annual report that includes the appropriation period to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the NBAS, and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the NBAS. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the

COMMISSION and the NBAS. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the NBAS.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the NBAS all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

NORTH BALDWIN ANIMAL SHELTER, INC.
PO BOX 190
BAY MINETTE, AL 36507

_____
By: Taylor D. Wilkins, Jr.
As Its: President
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that Taylor D. Wilkins, Jr., as President of the North Baldwin Animal Shelter, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such President of the North Baldwin Animal Shelter, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said North Baldwin Animal Shelter, Inc.

GIVEN under my hand and seal this the _____ day of _____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between NORTH BALDWIN CHAMBER OF COMMERCE, INC., an Alabama non-profit corporation (hereinafter referred to as the "NORTH BALDWIN CHAMBER"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the NORTH BALDWIN CHAMBER is an Alabama nonprofit corporation organized to advertise, promote and assist the North Baldwin County, Alabama business community to benefit the economic environment of Baldwin County, Alabama; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the advertisement, promotion and assistance provided by the NORTH BALDWIN CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2022-2023 Budget, approved a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to assist said NORTH BALDWIN CHAMBER in their advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the NORTH BALDWIN CHAMBER respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994); and

WHEREAS, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

2. The NORTH BALDWIN CHAMBER shall continue their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All NORTH BALDWIN CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the NORTH BALDWIN CHAMBER's rules and policies.

4. The NORTH BALDWIN CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the NORTH BALDWIN CHAMBER by providing a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to provide funding assistance to the NORTH BALDWIN CHAMBER to aid in their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the NORTH BALDWIN CHAMBER agrees to perform the additional services, as follows:

   a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

   b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

   c. Help keep informed their respective NORTH BALDWIN CHAMBER members about the activities of their county government; and

   d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

6. The NORTH BALDWIN CHAMBER expressly agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00), as provided by the COMMISSION, be utilized, by the NORTH BALDWIN CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the NORTH BALDWIN CHAMBER on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the NORTH BALDWIN CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the NORTH BALDWIN CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all

claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The NORTH BALDWIN CHAMBER shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION'S assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The NORTH BALDWIN CHAMBER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the NORTH BALDWIN CHAMBER and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the NORTH BALDWIN CHAMBER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the NORTH BALDWIN CHAMBER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the NORTH BALDWIN CHAMBER.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the NORTH BALDWIN CHAMBER all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

NORTH BALDWIN CHAMBER OF COMMERCE, INC.
301 McMeans Avenue
Bay Minette, Alabama 36507

_____
KRISTINA ANGELONE-PITTMAN
As Its: Executive Director
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that KRISTINA ANGELONE-PITTMAN, as Executive Director of the North Baldwin Chamber of Commerce, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such Executive Director of the North Baldwin Chamber of Commerce, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said North Baldwin Chamber of Commerce, Inc.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between SOUTH BALDWIN CHAMBER OF COMMERCE, INC., an Alabama non-profit corporation (hereinafter referred to as the "SOUTH BALDWIN CHAMBER"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the SOUTH BALDWIN CHAMBER is an Alabama nonprofit corporation organized to advertise, promote and assist the South Baldwin County, Alabama business community to benefit the economic environment of Baldwin County, Alabama; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the advertisement, promotion and assistance provided by the SOUTH BALDWIN CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2022-2023 Budget, approved a one-time funding appropriation not to exceed Five Thousand Dollars and 00/100 ($5,000.00) to assist said SOUTH BALDWIN CHAMBER in their advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the SOUTH BALDWIN CHAMBER respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994); and

WHEREAS, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

2. The SOUTH BALDWIN CHAMBER shall continue their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All SOUTH BALDWIN CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the SOUTH BALDWIN CHAMBER's rules and policies.

4. The SOUTH BALDWIN CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the SOUTH BALDWIN CHAMBER by providing a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to provide funding assistance to the SOUTH BALDWIN CHAMBER to aid in their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the SOUTH BALDWIN CHAMBER agrees to perform the additional services, as follows:

   a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

   b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

   c. Help keep informed their respective SOUTH BALDWIN CHAMBER members about the activities of their county government; and

   d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

6. The SOUTH BALDWIN CHAMBER expressly agrees not to use any of the one-time funding appropriation not to exceed Five Thousand Dollars and 00/100 ($5,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation not to exceed Five Thousand Dollars and 00/100 ($5,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation not to exceed Five Thousand Dollars and 00/100 ($5,000.00), as provided by the COMMISSION, be utilized, by the SOUTH BALDWIN CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the SOUTH BALDWIN CHAMBER on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the SOUTH BALDWIN CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the SOUTH BALDWIN CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all

claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The SOUTH BALDWIN CHAMBER shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION'S assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The SOUTH BALDWIN CHAMBER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2021 or 2022, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the SOUTH BALDWIN CHAMBER and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the SOUTH BALDWIN CHAMBER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the SOUTH BALDWIN

CHAMBER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the SOUTH BALDWIN CHAMBER.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the SOUTH BALDWIN CHAMBER all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

SOUTH BALDWIN CHAMBER OF COMMERCE, INC.
PO Box 1117
Foley, AL 36536

_____
DONNA H. WATTS
As Its: President / CEO
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that DONNA H. WATTS, as President / CEO of the Board of Directors of the South Baldwin Chamber of Commerce, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such President / CEO of the Board of Directors of the South Baldwin Chamber of Commerce, Inc. and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said South Baldwin Chamber of Commerce, Inc.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between SOUTH BALDWIN CHAMBER OF COMMERCE, INC., an Alabama non-profit corporation (hereinafter referred to as the "SOUTH BALDWIN CHAMBER"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the SOUTH BALDWIN CHAMBER is an Alabama nonprofit corporation organized to advertise, promote and assist the South Baldwin County, Alabama business community to benefit the economic environment of Baldwin County, Alabama; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the advertisement, promotion and assistance provided by the SOUTH BALDWIN CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2022-2023 Budget, approved a one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) to assist said SOUTH BALDWIN CHAMBER in the funding of the Gateway Initiative, as well as their continued advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the SOUTH BALDWIN CHAMBER respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994); and

WHEREAS, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

2. The SOUTH BALDWIN CHAMBER shall continue the Gateway Initiative, as well as their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All SOUTH BALDWIN CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the SOUTH BALDWIN CHAMBER's rules and policies.

4. The SOUTH BALDWIN CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the SOUTH BALDWIN CHAMBER by providing a one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) to provide funding assistance to the SOUTH BALDWIN CHAMBER to aid in funding of the Gateway Initiative, as well as their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the SOUTH BALDWIN CHAMBER agrees to perform the additional services, as follows:

   a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

   b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

   c. Help keep informed their respective SOUTH BALDWIN CHAMBER members about the activities of their county government; and

   d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

6. The SOUTH BALDWIN CHAMBER expressly agrees not to use any of the one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00), as provided by the COMMISSION, be utilized, by the SOUTH BALDWIN CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the SOUTH BALDWIN CHAMBER on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the SOUTH BALDWIN CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the SOUTH BALDWIN CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all

claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The SOUTH BALDWIN CHAMBER shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION'S assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The SOUTH BALDWIN CHAMBER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2021 or 2022, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the SOUTH BALDWIN CHAMBER and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the SOUTH BALDWIN CHAMBER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the SOUTH BALDWIN

CHAMBER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the SOUTH BALDWIN CHAMBER.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the SOUTH BALDWIN CHAMBER all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

SOUTH BALDWIN CHAMBER OF COMMERCE, INC.
PO Box 1117
Foley, AL 36536

_____
DONNA H. WATTS
As Its: President / CEO
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that DONNA H. WATTS, as President / CEO of the Board of Directors of the South Baldwin Chamber of Commerce, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such President / CEO of the Board of Directors of the South Baldwin Chamber of Commerce, Inc. and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said South Baldwin Chamber of Commerce, Inc.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between SOUTHWEST ALABAMA WORKFORCE DEVELOPMENT COUNCIL (hereinafter referred to as "SAWDC"), an Alabama non-profit organization (hereinafter referred to as the "SAWDC"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the SAWDC is an employer-established and employer-led non-profit organization whose mission is to develop strategic partnerships which attract, educate and train students and workers to better meet employer needs and foster economic growth in a global marketplace; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the SAWDC was organized helps to foster economic growth in a global marketplace by developing a comprehensive, integrated workforce development system which creates a skilled, diverse, motivated, and adaptable workforce that better meets the needs of employers and leads to a better quality of life for Baldwin County, Alabama citizens; and

WHEREAS, furthermore, in recognition of the aforementioned, the COMMISSION, by and through their Baldwin County Fiscal Year 2022-2023 Budget, approved a one-time total funding appropriation of Twenty-five Thousand Dollars and 00/100 ($25,000.00) to aid the SAWDC in the continuation of its public purposes in Baldwin County, Alabama, specifically, as funding assistance towards the development of a comprehensive, integrated workforce development system in Southwest Alabama; and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the SAWDC respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*. 631 So. 2d 953 (Ala. 1994).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

2. The SAWDC shall continue to develop a comprehensive, integrated workforce development system for Southwest Alabama and thus benefit economic development and workforce retention in Baldwin County, Alabama.

3. All SAWDC facilities, services and activities shall be made available to the general public.

4. The SAWDC shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION shall assist the SAWDC by providing a one-time total funding appropriation of Twenty-five Thousand Dollars and 00/100 ($25,000.00) to be used specifically as funding assistance towards the development of a comprehensive, integrated workforce development system for Southwest Alabama and thus benefit economic development and workforce retention in Baldwin County, and in the furtherance of its public purposes in Baldwin County, Alabama.

6. The SAWDC expressly agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time total funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the SAWDC, in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the SAWDC on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the SAWDC is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the SAWDC shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the SAWDC or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

9. The SAWDC shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The SAWDC agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2021 or 2022, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the SAWDC and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the SAWDC. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the SAWDC. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the SAWDC.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the SAWDC all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose name are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

SOUTHWEST ALABAMA WORKFORCE DEVELOPMENT COUNCIL
2203 Perimeter Rd. – Suite 100
Mobile, AL 36615

_____
By:
As Its: Chairman
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that_____, as Chairman of the Southwest Alabama Workforce Development Council, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Chairman of the Southwest Alabama Workforce Development Council, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Southwest Alabama Workforce Development Council.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the USS ALABAMA BATTLESHIP COMMISSION (hereinafter referred to as "USS ALABAMA BATTLESHIP COMMISSION") and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION") and is effective the date last executed below.

WHEREAS, the USS ALABAMA BATTLESHIP COMMISSION is a state commission of the State of Alabama created in 1963 in accordance with, and exercising those powers and conferred by, Section 41-9-340 through Section 41-9-358 of the Code of Alabama 1975; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the public powers exercised by the USS ALABAMA BATTLESHIP COMMISSION as authorized in Section 41-9-340 through Section 41-9-358 of the Code of Alabama 1975 including the authority for the USS ALABAMA BATTLESHIP COMMISSION to accept public grants and enter into contracts with other governmental entities to accomplish its public purposes; and

WHEREAS, Section 41-9-356 of the Code of Alabama 1975 specifically authorizes the COMMISSION to make appropriations to the USS ALABAMA BATTLESHIP COMMISSION in order to aid said USS ALABAMA BATTLESHIP COMMISSION in accomplishing its public purposes; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, wishes to approve a one-time total funding appropriation of Ten Thousand and 00/100 Dollars ($10,000.00) to aid the USS ALABAMA BATTLESHIP COMMISSION; and

WHEREAS, the COMMISSION makes such one-time total funding appropriation to the USS ALABAMA BATTLESHIP COMMISSION respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*. 631 So. 2d 953 (Ala. 1994).

WHEREAS, the aforesaid one-time funding appropriations remain compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

2. The USS ALABAMA BATTLESHIP COMMISSION shall continue to accomplish its public purposes as enumerated in Section 41-9-340 through Section 41-9-358 of the Code of Alabama 1975, as said public purposes promote the economic well-being of the citizens of Baldwin County, Alabama through a myriad of activities which include, but are not limited to, tourism.

3. All USS ALABAMA BATTLESHIP COMMISSION facilities, services and activities shall be made available to the general public.

4. The USS ALABAMA BATTLESHIP COMMISSION shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION shall assist the USS ALABAMA BATTLESHIP COMMISSION by providing a one-time total funding appropriation of Ten Thousand and 00/100 Dollars ($10,000.00).

6. The USS ALABAMA BATTLESHIP COMMISSION expressly agrees not to use any of the one-time funding appropriation provided for by this Agreement outside

the purposes provided for by this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth by this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth by this Agreement, as provided by the COMMISSION, be utilized by the USS ALABAMA BATTLESHIP COMMISSION only toward the purpose provided by this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the USS ALABAMA BATTLESHIP COMMISSION on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the USS ALABAMA BATTLESHIP COMMISSION is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the USS ALABAMA BATTLESHIP COMMISSION shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the USS ALABAMA BATTLESHIP COMMISSION or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The USS ALABAMA BATTLESHIP COMMISSION shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.

11. The USS ALABAMA BATTLESHIP COMMISSION agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022 and a copy of an annual report that includes the appropriation period, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the USS ALABAMA BATTLESHIP COMMISSION and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the USS ALABAMA BATTLESHIP COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the USS ALABAMA BATTLESHIP COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the USS ALABAMA BATTLESHIP COMMISSION.

14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the USS ALABAMA BATTLESHIP COMMISSION all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date as follows:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

USS ALABAMA BATTLESHIP COMMISSION
PO BOX 65
Mobile, Alabama 36601

_____
By:
As Its: Executive Director
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that_____, as Executive Director of the USS Alabama Battleship Commission, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Executive Director of the USS Alabama Battleship Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said USS Alabama Battleship Commission.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereafter "BCC"), and Van Scoyoc Associates, Inc., a corporation ("VSA") and is effective the date last executed below.

1. VSA agrees to provide consulting and advisory services to BCC with regard to various legislative issues. VSA agrees to monitor and evaluate these issues and to promptly advise BCC on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. VSA will perform such services with regard to those issues as are mutually agreed to between VSA and BCC.

2. VSA acknowledges that it may be required to register for work performed on behalf of BCC under the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations on behalf of BCC, and agrees to do so in the event such registration is required.

3. In consideration of the performance of these services, BCC shall pay to VSA the sum of $9,500.00 per month, with such payments due monthly. BCC hereby warrants that these payments will not be made with Federal funds.

4. This Agreement shall become effective October 1, 2022, and shall continue in effect until September 30, 2023, or unless sooner terminated by BCC or VSA by written notice given to the other at least thirty (30) days prior to the date of termination. Any fees earned or reimbursable expenses incurred prior to the receipt of said notice of termination on behalf of BCC under this Agreement shall be paid by BCC.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and proper venue for any action relating to the subject matter of this Agreement shall lie in Baldwin County, Alabama.

6. Should BCC employ an attorney to enforce this Agreement, BCC shall be entitled to recover from the VSA all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

7. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

VAN SCOYOC ASSOCIATES, INC.

Date: _____ By: _____
H. Stewart Van Scoyoc
President

BALDWIN COUNTY COMMISSION

Date: _____ By: _____
James E. Ball
Chairman, Baldwin County Commission

ATTEST:

_____
Ronald J. Cink
Budget Director/Interim County Administrator

Baldwin County Commission

Agenda Action Form

File #: 22-1471, **Version:** 1 **Item #:** CE18

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director/Interim County Administrator
Submitted by: Ronald J. Cink, Budget Director/Interim County Administrator

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ITEM TITLE
Resolution #2022-164 - Appropriation of Commission Discretionary Funds for the USS Alabama Battleship Commission

STAFF RECOMMENDATION
Adopt Resolution #2022-164 of the Baldwin County Commission, which appropriates $10,000.00 from the "Commission Discretionary Fund," in the Baldwin County Fiscal Year 2022-2023 Budget, to the USS Alabama Battleship Commission.

BACKGROUND INFORMATION

Background: The Commission has two other Fiscal Year 2023 Budget agenda items to approve the Fiscal year 2023 Budget and the 750/772 appropriations and agreements necessary to appropriate funds to various organizations. One of the appropriations pending approval is to the USS Alabama Battleship Commission.

This appropriation would come from statutory Commission Discretionary Funds, which requires an additional resolution to be approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $10,000.00

Budget line item(s) to be used: 10051990.53420

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: Administration Staff

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

Action required (list contact persons/addresses if documents are to be mailed or emailed): Administration staff - please include a copy of the Resolution when the USS Alabama Battleship Commission budget appropriation agreement is mailed.

Additional instructions/notes: Administration - upload Resolution to BCAP; Agreement is attached to agenda item Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2022-2023 Budget

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-164
OF THE
BALDWIN COUNTY COMMISSION

PROVING FOR AN APPROPRIATION FROM THE "COMMISSION DISCRETIONARY FUND" AS AUTHORIZED BY SECTION 45-2-161 OF THE CODE OF ALABAMA (1975).

WHEREAS, Act 363 (1961) [Acts of Alabama, Regular, Special Sessions 1961, Vol. I, p. 383], as amended by Act 733 (1971) [Acts of Alabama, Organizational, Special and Regular Sessions 1971, Vol. II, p. 1448], as further amended by Act No. 99-413 (1999) [Acts of Alabama, Regular Session and First Extraordinary Session 1999, Vol. 2, p. 736], authorizes the county governing body of Baldwin County, Alabama, to appropriate and expend not more than $25,000.00 per fiscal year for any purpose, not otherwise provided for by law, that is worthy, in the best interest of the county, and promotes the economic well-being of the citizens of the county from a fund as created by the aforementioned Local Acts of the Legislature of Alabama entitled the "Commission Discretionary Fund;" and

WHEREAS, further, the aforementioned Local Acts of the Legislature of Alabama [codified at Section 45-2-161 of the Code of Alabama 1975] require any appropriation to be authorized only by resolution of this county governing body as spread upon the official minutes of the County Commission of Baldwin County, Alabama.

COMES NOW, this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, desiring to appropriate and expend $10,000.00, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2022-2023, to pay over, by agreement, to the USS Alabama Battleship Commission, a state commission of the State of Alabama created in 1963 in accordance with, and exercising those powers and conferred by, Section 41-9-340 through Section 41-9-358 of the Code of Alabama 1975, the purposes of which are to operate a state memorial park honoring all Alabamians who served in the Armed Services and wars oversees and the promotion and development of the battleship and of the state memorial park, to assist the USS Alabama Battleship Commission in support of on-going restoration projects within the USS Alabama Battleship Memorial Park, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county through a myriad of activities which include, but are not limited to, tourism; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, hereby appropriates and expends $10,000.00, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2022-2023, to pay over, by agreement, to the USS Alabama Battleship Commission, a state commission of the State of Alabama created in 1963 in accordance with, and exercising those powers and conferred by, Section 41-9-340 through Section 41-9-358 of the Code of Alabama 1975, the purposes of which are to operate a state memorial park honoring all Alabamians who served in the Armed Services and wars oversees and the promotion and development of the battleship and of the state memorial park, to assist the USS Alabama Battleship Commission in support of on-going restoration projects within the USS Alabama Battleship

Memorial Park, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county through a myriad of activities which include, but are not limited to, tourism.

DONE, under the Seal of the County of Baldwin, at the Fairhope Satellite Courthouse, in Fairhope, Alabama, on this the 20th day of September, 2022.

_____
Commissioner James E. Ball, Chairman
Baldwin County Commission

ATTEST:

_____
Ronald J. Cink
Budget Director/Interim County Administrator

Baldwin County Commission

Agenda Action Form

File #: 22-1482, **Version:** 1 **Item #:** CE19

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director / Interim County Administrator
Submitted by: Shelby Middleton, Audit Compliance Officer

ITEM TITLE
Sales and Use Tax Department - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc.

STAFF RECOMMENDATION
Related to the Sales & Use Tax collection software, take the following action:

Approve and authorize the Chairman to execute the Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc., with a new monthly rate in the amount of $1,060.00, effective October 1, 2022. This agreement shall remain in effect for one (1) year and automatically renew annually for up to three (3) years.

BACKGROUND INFORMATION

Background: During the regular meeting held on July 6, 2021, the Baldwin County Commission took the following action as related to the Sales and Use Tax collection software: 1) Authorized the Chairman to sign the Computer Software Support Agreement with Delta Computer Systems, Inc., with terms of this agreement automatically renewing at each annual period; and 2) Authorized the Chairman to sign the Computer Software Agreement Addendum with Delta Computer Systems, Inc.

Previous Commission action/date: 07/06/2021

FINANCIAL IMPACT

Total cost of recommendation: $12,720.00

Budget line item(s) to be used: 10051750.5235

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

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

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration staff and Ronald J. Cink, Budget Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff prepare correspondence and have Chairman sign Computer Support Agreement and Addendum.

Additional instructions/notes: N/A

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____, _____

BALDWIN COUNTY, AL
_____.
Client Name

_____.
Client Signature

_____.
Printed Name

_____.
Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: BALDWIN COUNTY, AL-COUNTY COMMISSION AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2022 These charges will be billed on 9/15/2022 due for payment 10/ 1/2022.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
23300	Sales Tax System Support	09/2021	530.00	560.00	
23310	PaperLink Imaging Support for Sales Tax System 10 Stations	09/2021	390.00	410.00	
26590	Sub-District Enhancement Support	01/2018	40.00	40.00	
28090	PaperLink Scan Station (Added 05/2019)	06/2019	30.00	30.00	
30310	PaperLink Scan Station (Added 05/2021) Tier II	06/2021	15.00	20.00	
IVMCBP03(1)		TOTAL:	1,005.00	1,060.00	MONTHLY

Agreed this _____ day of _____, 2022. BALDWIN COUNTY, AL
County/Office Name

Accepted: Delta Computer Systems, Inc. Client Signature Printed Name

TO: BALDWIN COUNTY COMMISSION
ACCTING/FINANCE DEPT.
SALES TAX DEPARTMENT
312 COURTHOUSE SQ., STE. 11
BAY MINETTE AL 36507

Baldwin County Commission

Agenda Action Form

File #: 22-1458, **Version:** 1 **Item #:** CF1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Eddie Harper, Building Official
Submitted by: Mindy Smith, Permit Administrator

ITEM TITLE
Building Inspection Department - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc.

STAFF RECOMMENDATION
Related to the Building Inspection Department Computer Software Agreement, take the following action:

Approve and authorize the Chairman to execute the Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc., with a new monthly rate in the amount of $264.16, effective October 1, 2022. This agreement shall remain in effect for one (1) year and automatically renew annually for up to three (3) years.

BACKGROUND INFORMATION

Background: This computer software support agreement and addendum provides the Building Department with historical building permit lookup capabilities and with building permit website hosting.

Previous Commission action/date: July 6, 2021 - 1) Approved the Computer Software Agreement with Delta Computer Systems, Inc. with terms of the agreement to remain in effect for one year and automatically renew annually; and 2) Authorized the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems, Inc. with a monthly rate in the amount of $250.00 effective October 1, 2021.

FINANCIAL IMPACT

Total cost of recommendation: $3,170.00 for FY22-23

Budget line item(s) to be used: 10052710.52351

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

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

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration and Ronald Cink, Budget Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration - prepare correspondence and have Chairman sign Computer Support Agreement and Addendum
Mail agreement and addendum to:

Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, Mississippi 39532

Ron Cink - schedule monthly payments to be paid to Delta Computer Systems, Inc.

Additional instructions/notes: Administration - place in tickler for fully executed agreement and addendum

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____, _____

BALDWIN COUNTY, AL
_____.
Client Name

_____.
Client Signature

_____.
Printed Name

_____.
Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: BALDWIN COUNTY, AL-BUILDING PERMITS AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2022 These charges will be billed on 9/15/2022 due for payment 10/ 1/2022.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
30320	Annual Historical Building Permit Website Hosting $100/month	09/2021	1,200.00	1,270.00	Annual
30330	Annual Historical Building Permit Lookup $150/month	09/2021	1,800.00	1,900.00	Annual
IVMCBP03(1)		TOTAL:	250.00	264.16	MONTHLY

Agreed this _____ day of _____, 2022. BALDWIN COUNTY, AL
County/Office Name

Accepted: Delta Computer Systems, Inc. Client Signature Printed Name

TO: BALDWIN COUNTY BUILDING DEPT
ATTN: BRIAN PEACOCK
312 COURTHOUSE SQUARE SUITE 13
BAY MINETTE AL 36507

Baldwin County Commission

Agenda Action Form

File #: 22-1401, **Version:** 1 **Item #:** CJ1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Dr. Brian Pierce, Coroner
Submitted by: Brandy Byrd, Coroner Executive Assistant

ITEM TITLE
Baldwin County Coroner's Office - Memorandums of Understanding with Hughes Funeral Home and Mack Funeral Home

STAFF RECOMMENDATION
Take the following actions to provide storage of bodies during a mass fatality or due to mechanical issues that could result in decomposition of persons:

1) Approve the Memorandum of Understanding between the Baldwin County Commission (Coroner's Office) and Hughes Funeral Home; and

2) Approve the Memorandum of Understanding between the Baldwin County Commission (Coroner's Office) and Mack Funeral Home.

The terms for each Memorandum of Understanding shall be for a period of 24 months, commencing on October 1, 2022, and expiring on October 1, 2024, and may be extended upon written mutual agreement of both parties.

BACKGROUND INFORMATION

Background: Dr. Brian Pierce, Coroner, respectfully requests the Baldwin County Commission approve the Memorandums of Understanding between the Baldwin County Commission Coroner's Office and Hughes Funeral Home and Mack Funeral Home to provide for storage of bodies during a mass fatality or due to mechanical issues that could result in decomposition of persons.

Previous Commission action/date: 09/17/2019, 09/21/2021

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: This document is the same as previously approved by the County Attorney except for changes to dates.

ADVERTISING REQUIREMENTS

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

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Yes - Current Memorandums of Understanding terminate on October 1, 2022

Individual(s) responsible for follow up: Administration Staff

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

Mr. Benji Hughes
Hughes Funeral Home
7951 American Way
Daphne, Alabama 36526

Ms. Sherri Mack
Mack Funeral Home
Post Office Box 656
Robertsdale, Alabama 36567

cc: Dr. Brian Pierce, Coroner

Additional instructions/notes: Administration - place in tickler need fully executed MOUs.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU or Memorandum), hereinafter referred to as the Memorandum, entered into on 10/01/2022, by and between the Baldwin County Commission, on behalf of the Baldwin County Coroner, residing at 18126 B County Road 54, Robertsdale, Alabama 36567, hereinafter referred to as the "First Party," and Hughes Funeral Home, residing at 7951 American Way, Daphne, Alabama 36526, hereinafter referred to as the "Second Party," and collectively known as the "Parties".

WHEREAS, the aforementioned Parties desire to enter into the herein described Memorandum in which they shall work together to accomplish the goals and objectives set forth; and

WHEREAS, the Parties are desirous to enter an understanding setting out all necessary working arrangements that both Parties agree shall be necessary.

1. MISSION
   The purpose of the Memorandum is to protect deceased persons and return them to their families in the best possible condition.

2. OBJECTIVES
   The Parties shall endeavor to work together to develop and establish policies and procedures that will provide for the storage of bodies during a Mass Fatality or due to mechanical issues that could result in decomposition of persons, and to maintain services that meet or exceed all applicable standards.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES
   It is the desire and the wish of the aforementioned Parties to this MOU that this document should not, and thus shall not, establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient procedure to provide for the storage of bodies for the reasons set forth in Section 2.

4. SERVICES COOPERATION
   Baldwin County Coroner shall render and provide the following services that include, but are not limited to: storage of human remains during times of Mass Fatality or mechanical failures that could lead to decomposition.
   Hughes Funeral Home shall render and provide the following services that include, but are not limited to: storage of human remains in times of Mass Fatality or mechanical failures that could result in decomposition.

5. TERMS OF UNDERSTANDING
   The term of this Memorandum of Understanding shall be for a period of 24 months from the aforementioned effective date and may be extended upon written mutual agreement of both Parties.

6. AMENDMENT OR CANCELLATION OF THIS MEMORANDUM
   This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

   In addition, the Memorandum of Understanding may be cancelled by either party with 30 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

7. GENERAL PROVISIONS
   The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

   If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

8. NOTICE
   Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

9. GOVERNING LAW
   This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Alabama.

10. SEVERABILITY CLAUSE
    In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

11. ASSIGNMENT
    Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

12. ENTIRE UNDERSTANDING
    The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding.

13. MISCELLANEOUS
    FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

    a. The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this Memorandum.

    b. It is not the intent of this MOU to restrict the Parties to this Memorandum from their involvement or participation with any other public or private individuals, agencies or organizations.

    c. The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of plans to achieve the objectives of this Memorandum.

    d. It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.

    e. The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the activities of the parties pursuant to this MOU.

    f. In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.

    g. The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice of not less than fifteen (15) days is delivered to the other party.

    h. Upon the signing of this MOU by both Parties, this MOU shall be in full force and effect.

14. AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by the Chairman of the Baldwin County Commission, the Baldwin County Coroner and Hughes Funeral Home and shall be effective as of the date first written above.

Baldwin County Commission
(First Party Signature)

_____ _____

By: James E. Ball (Date)
Its: Chairman

Attest:

_____ _____

Ron Cink, Budget Director (Date)

_____ _____

(First Party Signature) (Date)
Baldwin County Coroner

_____ _____

(Second Party Signature) (Date)
Hughes Funeral Home

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU or Memorandum), hereinafter referred to as the Memorandum, entered into on 10/01/2022, by and between the Baldwin County Commission, on behalf of the Baldwin County Coroner, residing at 18126 B County Road 54, Robertsdale, Alabama 36567, hereinafter referred to as the "First Party," and Mack Funeral Home, residing at 22154 State Highway 59, Robertsdale, Alabama 36567, hereinafter referred to as the "Second Party," and collectively known as the "Parties".

WHEREAS, the aforementioned Parties desire to enter into the herein described Memorandum in which they shall work together to accomplish the goals and objectives set forth; and

WHEREAS, the Parties are desirous to enter an understanding setting out all necessary working arrangements that both Parties agree shall be necessary.

1. MISSION
   The purpose of the Memorandum is to protect deceased persons and return them to their families in the best possible condition.

2. OBJECTIVES
   The Parties shall endeavor to work together to develop and establish policies and procedures that will provide for the storage of bodies during a Mass Fatality or due to mechanical issues that could result in decomposition of persons, and to maintain services that meet or exceed all applicable standards.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES
   It is the desire and the wish of the aforementioned Parties to this MOU that this document should not, and thus shall not, establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient procedure to provide for the storage of bodies for the reasons set forth in Section 2.

4. SERVICES COOPERATION
   Baldwin County Coroner shall render and provide the following services that include, but are not limited to: storage of human remains during times of Mass Fatality or mechanical failures that could lead to decomposition.
   Mack Funeral Home shall render and provide the following services that include, but are not limited to: storage of human remains in times of Mass Fatality or mechanical failures that could result in decomposition.

5. TERMS OF UNDERSTANDING
   The term of this Memorandum of Understanding shall be for a period of 24 months from the aforementioned effective date and may be extended upon written mutual agreement of both Parties.

6. AMENDMENT OR CANCELLATION OF THIS MEMORANDUM
   This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

   In addition, the Memorandum of Understanding may be cancelled by either party with 30 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

7. GENERAL PROVISIONS
   The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

   If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

8. NOTICE
   Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

9. GOVERNING LAW
   This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Alabama.

10. SEVERABILITY CLAUSE
    In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

11. ASSIGNMENT
    Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

12. ENTIRE UNDERSTANDING
    The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding.

13. MISCELLANEOUS
    FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

    a. The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this Memorandum.

    b. It is not the intent of this MOU to restrict the Parties to this Memorandum from their involvement or participation with any other public or private individuals, agencies or organizations.

    c. The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of plans to achieve the objectives of this Memorandum.

    d. It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.

    e. The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the activities of the parties pursuant to this MOU.

    f. In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.

    g. The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice of not less than fifteen (15) days is delivered to the other party.

    h. Upon the signing of this MOU by both Parties, this MOU shall be in full force and effect.

14. AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by the Chairman of the Baldwin County Commission, the Baldwin County Coroner and Mack Funeral Home and shall be effective as of the date first written above.

Baldwin County Commission
(First Party Signature)

_____ _____

By: James E. Ball (Date)
Its: Chairman

Attest:

_____ _____

Ron Cink, Budget Director (Date)

_____ _____

(First Party Signature) (Date)
Baldwin County Coroner

_____ _____

(Second Party Signature) (Date)
Mack Funeral Home

Baldwin County Commission

Agenda Action Form

File #: 22-1507, **Version:** 1 **Item #:** CL1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Allison Owens, Operations Support Manager

ITEM TITLE
Recycle Bin - Lillian Volunteer Fire Department

STAFF RECOMMENDATION
At the request of Nick Dewhurst, Fire Chief of Lillian Volunteer Fire Department, take the following actions:

1) Approve the removal of the County owned and maintained recycle bin, located at Lillian Volunteer Fire Department, 11331 County Road 91, Lillian, Alabama 36549 due to continuous dumping of materials other than recyclables; and

2) Approve the changes to the recycle map.

BACKGROUND INFORMATION

Background: Currently, the Solid Waste Department services twenty-five (25) recycle locations throughout the county, with four (4) locations having multiple bins. Daily operations require one (1) full-time recycle truck based out of Magnolia Landfill and one (1) part-time truck based out of the Bay Minette Transfer Station. We have eight (8) locations with two (2) or more pulls weekly [Spanish Fort Kids Park (2 bins), Little Hall, Robertsdale Central Annex (2 bins), Fairhope Courthouse (3 bins), Elberta VFD, Magnolia Springs VFD, Foley Courthouse, MacBride Landfill (2 bins)]. Nine (9) locations are pulled once weekly, and eight (8) locations are pulled every other week.

Previous Commission action/date: 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?
No

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

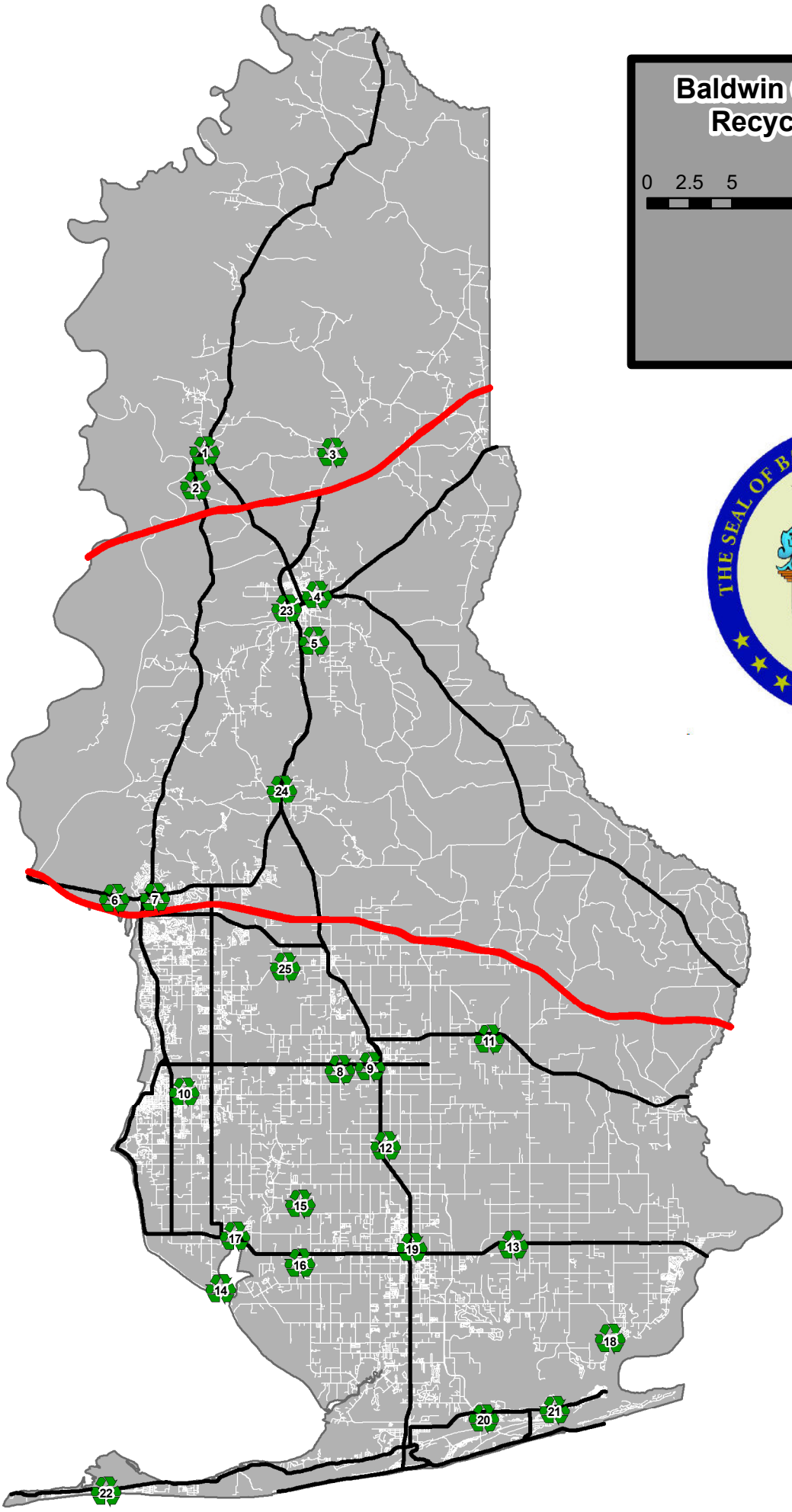
Individual(s) responsible for follow up: Terri Graham, Development and Environmental Director, to follow up with Mr. Nick Dewhurst.

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

Additional instructions/notes: N/A

Baldwin County, Alabama Recycling Locations

0 2.5 5 10 15 20 Miles



Site	Location
1	Stockton Post Office
2	Bicentennial Park
3	Perdido VFD
4	Commission Administration
5	Bay Minette Transfer Station
6	5 Rivers Delta Center
7	Spanish Fort Kids Park
8	Little Hall
9	Robertsdale Central Annex
10	Fairhope Courthouse
11	Elsanor Community Center
12	Summerdale 1st & Jefferson ST
13	Elberta VFD
14	Camp Beckwith
15	Magnolia Landfill
16	Magnolia Springs VFD
17	Weeks Bay Reserve
18	Perdido Beach VFD
19	Foley Courthouse
20	Orange Beach Public Works
21	Orange Beach Community Center
22	Fort Morgan Fire Rescue #2
23	Bay Minette Public Works
24	Stapleton VFD
25	MacBride Landfill

Baldwin County Commission

Agenda Action Form

File #: 22-1509, **Version:** 1 **Item #:** CM1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Submitted by: Katrina Taylor, Grants Coordinator

ITEM TITLE
Allocation of American Rescue Plan Act (ARPA) Funds for COVID-19 Self-Funded Health Insurance Claims and Medical Leave Expenses

STAFF RECOMMENDATION
Approve the allocation of ARPA funds in the amount of $862,077.30 to cover prior COVID-19 related expenses for Symbol Health Clinic claims, Blue Cross Blue Shield of Alabama/MedOne healthcare claims, and family and medical leave through June 30, 2022

BACKGROUND INFORMATION

Background: The County's self-funded health insurance plan is an eligible enumerated use within the Final Rule. Associated medical costs incurred during the covered period include COVID-19 treatment and vaccination of County employees (covered under the plan). The expenditures are necessary to address COVID-19 prevention and health needs of County employees and their covered family members through the County's self-funded health insurance plan. The plan is administered pursuant to County-adopted policies and procedures to ensure that high quality services are delivered at the lowest cost possible.

The County provided paid family and medical leave for employees quarantining following a positive test result, isolating due to a close contact, or caring for a dependent while the dependent was required to quarantine or isolate. Leave was granted in accordance with CDC guidance for isolation and quarantine periods. The expenditures were necessary to mitigate the spread of COVID-19 to the public accessing government services at County facilities. It was also a low-cost method of reducing spread among County employees to ensure their health and continuity of the provision of services provided by all County departments.

Previous Commission action/date: September 6, 2022 - Approved Resolution #2022-163 amending Resolutions #2022-102 (as previously approved on 06-07-2022) and #2022-158 (as previously approved on 08-16-2022) to eliminate and terminate Temporary Premium Pay (TPP) Payments for certain eligible exempt employees whose total wages and remuneration are greater than, or would become greater than as a result of TPP payments, 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as

defined by the most recent Bureau of Labor Statistics' (BLS) Occupational Employment and Wage Statistics (BLS Threshold), which at the time of Resolutions #2022-102 and #2022-158 was $72,165.00, to be effective immediately.

August 16, 2022 - Approved terminating the appropriation of ARPA funds previously approved by resolution of the Commission, including funds appropriated by Resolution #2022-102 for a temporary premium pay program, effective December 31, 2022.

June 7, 2022 - Approved the allocation of the following ARPA project:
To provide Temporary Premium Pay Program to eligible County Commission and Baldwin County Sheriff's Office employees as additional compensation, for the first full pay period of each month, effective July 4, 2022, in the amount of $8.66 per regular hour, and $12.99 per overtime hour. The monthly payments will be capped at $700.00 for full-time employees and $500.00 for part-time employees, with a lifetime cap of $25,000.00. TPP payments will include full-time employees and part -time employees only and will end on December 31, 2024, contingent upon the continued need to perform essential work during the COVID-19 public health emergency and continued appropriation and availability of ARPA funds for this purpose, subject to the Commission's discretion. The approval also included funding from other County funds for those eligible exempt employees' total wages and remuneration are greater than, or would become greater than as a result of TPP payments, $72,165 which is 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics Occupational Employment and Wage Statistics.

January 18, 2022 - Acceptance of ARPA funds for Lost Revenue due to COVID-19 pandemic:
The Final Rule offered a standard allowance for revenue loss of $10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. The standard allowance may be used for government services, with streamlined reporting requirements; however, this is a one-time irrevocable selection.

December 7, 2021 - Approved the allocation of the following ARPA project:
Execute the Association of County Commissions of Alabama Investing in Alabama Counties Program Maintenance and Support Membership Agreement between the Baldwin County Commission and the Association of County Commissions of Alabama (ACCA) for participation in the Association's Investing in Alabama Counties Program.
A flat fee of 6% on the first $7 million in funds to be received and 4% on any funds to be received in excess of $7 million, excluding funds designated as Revenue Loss as defined by Treasury's Interim Final Rule. In no case, however, shall the fee be less than 3% of the total funds received by the County, regardless of the amount of funding designated as Revenue Loss.

December 7, 2021 - Approved the allocation of the following ARPA project:
Temporary Premium Pay - To provide premium pay to eligible Baldwin County Commission and Baldwin County Sheriff's Office employees as additional compensation in the amount of $12.50 per hour, up to $1,000.00, for full-time employees and $12.50 per hour, up to $725.00, for part-time employees. The designated pay period will be pay period ending December 19, 2021, to be paid concurrently with the regular payroll.

October 19, 2021 - Approved the allocation of the following ARPA project:
Funds for air-surface hospital grade disinfectant backpack foggers:
Baldwin County Commission Facilities $141,898.20
Baldwin County Sheriff's Office Facilities $37,872.50
Total Cost: $179,770.70

August 3, 2021 - Approved the allocation of the following ARPA project:
Boros Road Bowl Est: $1,122,256.00
10% Contingency Est: $112,225.00
10% Administrative Costs Est: $112,225.00
Total Estimated Cost: $1,346,706.00

July 6, 2021 - Approved the allocation of the following ARPA project:
Magnolia Landfill Recycling Facility Est: $5,500,000.00
10% Contingency Est: $550,000.00
10% Administrative Costs Est: $550,000.00
Total Estimated Cost: $6,600,000.00

June 15, 2021 - Approved the allocation of the following ARPA projects:
COA Main Office COVID Upgrades Est: $11,875.00
Baldwin Together Case Manager Est: $25,000.00
Tyler Technologies Software Training Est: $28,000.00
Countywide Touchless Bathroom Equipment Est: $80,459.00
Set aside for Nonprofits Est: $100,000.00
Ionizer in Buildings Est: $175,000.00
Document Library Est: $285,000.00
BCSO Hazard Pay and Law Enforcement Est: $400,000.00
Motorola Projects (2) Est: $469,181.00
10% Contingency Est: $157,451.50
10% Administrative Costs Est: $157,451.50
Total Estimated Cost: $1,889,418.00

June 1, 2021 - Approved the following action:
Agreement for Coronavirus State & Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA), between the U.S. Department of the Treasury and the Baldwin County Commission, which was executed by the Baldwin County Commission Chairman, Joe Davis III, on May 18, 2021, and made part of the June 1, 2021, Baldwin County Commission regular meeting minutes.

February 2, 2021 - Approved the following action:
Contract for Professional Services with Hagerty Consulting, Inc., for the Baldwin County Emergency Management Consulting and Contract Services for Response, Recovery, Mitigation, Preparedness, and Planning based on a time and materials cost with an initial cost not to exceed cost of $1,500,000.00. Task Order of $100,000 was issued for ARPA related tasks.

FINANCIAL IMPACT

Total cost of recommendation: $862,077.30 from American Rescue Plan Act funds

Budget line item(s) to be used: 29970010.51205, 29970010.51206, 29970010.51140

If this is not a budgeted expenditure, does the recommendation create a need for funding?
Yes, request for budget resolution has been submitted to Ron Cink, Budget Director/Interim County Administrator 09/08/2022.

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 enter project in Munis. Budget Staff prepare ARPA budget resolution.

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-1503, **Version:** 1 **Item #:** CM2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Submitted by: Kathy McHugh, Grants Administrator

ITEM TITLE
Allocation of American Rescue Plan Act (ARPA) Funds for Ventilation System Improvements in Bay Minette Probate Office

STAFF RECOMMENDATION
Adopt Resolution 2022-170 allocating $947,307.00 in American Rescue Plan Act (ARPA) funds to provide ventilation system improvements to mitigate the spread of COVID-19 at the Bay Minette Probate Office located at 220 Courthouse Square, Bay Minette, Alabama.

BACKGROUND INFORMATION

Background: As part of the services being provided through the Association of County Commissions of Alabama (ACCA) Investing in Alabama Counties (IAC) Program, as approved by the Commission on December 7, 2021, the County submitted the Probate Office for initial assessment by JMR+H Architecture, PC and Whorton Engineering, Inc. (i.e., ACCA/IAC Assessment Team) on December 14, 2021. The purpose of the initial assessment was to identify ventilation improvements which would be needed in order to mitigate the spread of COVID-19. The on-site inspection of the Probate Office located at 220 Courthouse Square in Bay Minette was performed by the ACCA/IAC Assessment Team on June 10, 2022, with the Assessment Report being provided to the County on July 18, 2022.

The Assessment Report (attached hereto) includes a description of existing equipment along with an explanation of the assessment process, site investigation, and recommendations as well as a cost estimate of priority upgrades and the site visit report. Proposed improvements were identified to bring the ventilation system into compliance with the core guidelines and recommendations for mitigating the spread of COVID-19 in accordance with the Centers for Disease Control. As estimated, the cost to make all priority improvements (as recommended) would be $667,000.00; however, this amount has been increased by thirty percent (30%) to allow for anticipated inflationary cost increases, as well as $80,207.00 for architectural / engineering (A&E) costs associated with design and construction management (pursuant to A&E fees provided in response to the RFP issued by ACCA/IAC).

Previous Commission action/date: September 6, 2022 - Approved Resolution #2022-163

amending Resolutions #2022-102 (as previously approved on 06-07-2022) and #2022-158 (as previously approved on 08-16-2022) to eliminate and terminate Temporary Premium Pay (TPP) Payments for certain eligible exempt employees whose total wages and remuneration are greater than, or would become greater than as a result of TPP payments, 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics' (BLS) Occupational Employment and Wage Statistics (BLS Threshold), which at the time of Resolutions #2022-102 and #2022-158 was $72,165.00, to be effective immediately.

August 16, 2022 - Approved terminating the appropriation of ARPA funds previously approved by resolution of the Commission, including funds appropriated by Resolution #2022-102 for a temporary premium pay program, effective December 31, 2022.

June 7, 2022 - Approved the allocation of the following ARPA project:
To provide Temporary Premium Pay Program to eligible County Commission and Baldwin County Sheriff's Office employees as additional compensation, for the first full pay period of each month, effective July 4, 2022, in the amount of $8.66 per regular hour, and $12.99 per overtime hour. The monthly payments will be capped at $700.00 for full-time employees and $500.00 for part-time employees, with a lifetime cap of $25,000.00. TPP payments will include full-time employees and part-time employees only and will end on December 31, 2024, contingent upon the continued need to perform essential work during the COVID-19 public health emergency and continued appropriation and availability of ARPA funds for this purpose, subject to the Commission's discretion. The approval also included funding from other County funds for those eligible exempt employees' total wages and remuneration are greater than or would become greater than as a result of TPP payments, $72,165 which is 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics Occupational Employment and Wage Statistics.

January 18, 2022 - Acceptance of ARPA funds for Lost Revenue due to COVID-19 pandemic: The Final Rule offered a standard allowance for revenue loss of $10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. The standard allowance may be used for government services, with streamlined reporting requirements; however, this is a one-time irrevocable selection.

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A flat fee of 6% on the first $7 million in funds to be received and 4% on any funds to be received in excess of $7 million, excluding funds designated as Revenue Loss as defined by Treasury's Interim Final Rule. In no case, however, shall the fee be less than 3% of the total funds received by the County, regardless of the amount of funding designated as Revenue Loss.

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Funds for air-surface hospital grade disinfectant backpack foggers:
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Baldwin County Sheriff's Office Facilities $37,872.50
Total Cost: $179,770.70

August 3, 2021 - Approved the allocation of the following ARPA project:
Boros Road Bowl Est: $1,122,256.00
10% Contingency Est: $112,225.00
10% Administrative Costs Est: $112,225.00
Total Estimated Cost: $1,346,706.00

July 6, 2021 - Approved the allocation of the following ARPA project:
Magnolia Landfill Recycling Facility Est: $5,500,000.00
10% Contingency Est: $550,000.00
10% Administrative Costs Est: $550,000.00
Total Estimated Cost: $6,600,000.00

June 15, 2021 - Approved the allocation of the following ARPA projects:
COA Main Office COVID Upgrades Est: $11,875.00
Baldwin Together Case Manager Est: $25,000.00
Tyler Technologies Software Training Est: $28,000.00
Countywide Touchless Bathroom Equipment Est: $80,459.00
Set aside for Nonprofits Est: $100,000.00
Ionizer in Buildings Est: $175,000.00
Document Library Est: $285,000.00
BCSO Hazard Pay and Law Enforcement Est: $400,000.00
Motorola Projects (2) Est: $469,181.00
10% Contingency Est: $157,451.50
10% Administrative Costs Est: $157,451.50
Total Estimated Cost: $1,889,418.00

June 1, 2021 - Approved the following action:
Agreement for Coronavirus State & Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA), between the U.S. Department of the Treasury and the Baldwin County Commission, which was executed by the Baldwin County Commission Chairman, Joe Davis III, on May 18, 2021, and made part of the June 1, 2021, Baldwin County Commission regular meeting minutes.

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FINANCIAL IMPACT

Total cost of recommendation: $947,307.00 ARPA Funds

Budget line item(s) to be used: 29970010.55240.

If this is not a budgeted expenditure, does the recommendation create a need for funding?
Yes, request for budget resolution has been submitted to Ron Cink, Budget Director/Interim County Administrator 09/08/2022.

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney (approved 09/13/2022) / km

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 & Budget Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Finance and Accounting staff enter project in Munis. Budget staff prepare ARPA budget resolution.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-170
OF THE
BALDWIN COUNTY COMMISSION

RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDS FOR VENTILATION SYSTEM IMPROVEMENTS

WHEREAS, Baldwin County, Alabama, (the "County") has received American Rescue Plan Act State and Local Fiscal Recovery Funds ("ARPA funds"); and

WHEREAS, the Baldwin County Commission (the "Commission") is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, the Final Rule issued by the U.S. Department of Treasury on January 6, 2022, provides that improvements to ventilation systems in public facilities to mitigate the spread of COVID-19 are an eligible use of ARPA funds; and

WHEREAS, the Commission has contracted with the Association of County Commissions of Alabama, through its Investing in Alabama Counties program ("IAC"), to provide technical and administrative services related to the administration of the County's ARPA funds; and

WHEREAS, IAC has made available to the County services conducted by a duly licensed architectural and engineering team to evaluate the current ventilation systems in County-owned public facilities and provide recommendations for improvements to bring these systems into compliance with the core guidelines and recommendations for mitigating the spread of COVID-19 issued by the Centers for Disease Control; and

WHEREAS, this architectural/engineering team conducted an on-site assessment of the ventilation system servicing the County-owned Probate Office building located at 220 Courthouse Square, Bay Minette, Alabama, and, based on this assessment, has determined that improvements to this system are needed to bring it into compliance with these guidelines; and

WHEREAS, the Commission has determined that use of a portion of the County's ARPA funds to effect these improvements is an eligible, necessary, and reasonable use of these funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION AS FOLLOWS:

1) The Commission hereby allocates up to $947,307.00 of the County's ARPA funds to implement improvements to the ventilation system servicing the County-owned Probate Office building located at 220 Courthouse Square, Bay Minette, Alabama, that are reasonably necessary to bring the

system into compliance with the core guidelines and recommendations for mitigating the spread of COVID-19 issued by the Centers for Disease Control.

2) The funds allocated herein shall not be expended without further authorization by the Commission and may only be used to cover expenditures for professional services and other expenditures that comply with federal and state procurement laws and guidelines, including compliance with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) and Title 39 of the Code of Alabama 1975.

3) The allocation and expenditure of ARPA funds for the purposes described herein shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

4) In no event shall this resolution be construed to obligate or authorize the allocation and expenditure of County funds in the absence of available ARPA funds.

IN WITNESS WHEREOF, the Baldwin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 20th day of September, 2022.

_____
James E. Ball
Chairman, Baldwin County Commission

ATTEST:

_____
Ronald J. Cink, Budget Director/Interim County Administrator

ASSESSMENT REPORT

Investing in Alabama Counties

A program of the Association of County Commissions *of* Alabama



ACCA / IAC ARPA FUNDING APPLICATIONS

BALDWIN COUNTY PROBATE JUDGE'S OFFICE

BAY MINETTE, ALABAMA

JUNE 10, 2022

JMR+H Architecture, PC

WHORTON ENGINEERING, INC. Consulting Engineers

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PART 2 – DETAILED INFORMATION

SITE VISIT REPORT

PART 1 – ASSESSMENT REPORT

WHORTON ENGINEERING, INC.
Consulting Engineers

JMR+H
Architecture, PC

Baldwin County Probate Judge's Office

1.0 INTRODUCTION

1.1 Description

The building is a single story building located in Bay Minette, Alabama. The existing plans provided were still fairly representative of existing conditions. The primary HVAC system is packaged rooftop heat pumps.

The following equipment is located on and/or serves this building:

ROOFTOP DX COOLING HEAT PUMP UNITS							
UNIT	**ROOFTOP UNIT**	**TONS**	**REFRIG**	**APPROX. UNIT AGE**	**FILTER**	**MOTORIZED DAMPER**	**OSA**
RTU-01	Trane THC120A3RKAG1FB0A, Serial No. 435100283L	10	R-22	2004	2"	Yes, but disabled	Yes
RTU-02	Trane TFD151C300BA, Serial No. 43510322D	12.5	R-22	2004	2"	Yes, but disabled	Yes
RTU-03	Trane Model THC120A3EKA1FB0A, Serial No. 435100082L	10	R-22	2004	2"	Yes, but disabled	Yes
RTU-04	Trane THC120A3EKA1FB0A, Serial No. 435100014L	10	R-22	2004	2"	Yes, but disabled	Yes
RTU-05	Trane Model THC092A3RGA18B0A, Serial No. 435100080L	7.5	R-22	2004	2"	Yes, but disabled	Yes



RTU-01



RTU-02



RTU-03



RTU-04



RTU-05

1.2 Assessment Process Overview

The assessment phase is a quality assurance / quality control process for verifying and documenting the existing conditions and identifying recommended improvement areas in accordance with IAC Funding Guidelines.

The assessment process is a systematic and cost effective process for documenting the current system.

2.0 IAC TEAM: ROLES & RESPONSIBILITIES

Role	Name	Company	Phone/Email
Prime A/E	Kevin Baughn	JMR+H Architecture	kbaughn@jmrha.com
Mechanical Engineer	Randall Whorton	Whorton Engineering	randy@whortoneng.com
Mechanical Engineer	Heather Page	Whorton Engineering	heather@whortoneng.com
Mechanical Engineer	Zach Butterworth	Whorton Engineering	zach@whortoneng.com

3.0 SITE INVESTIGATION

3.1 Outside Air and Building Pressure

1. Most of the units have outside air; however, the units motorized outside air dampers were broken/ disconnected. Recommend upgrading to include motorized outside air dampers that close during unoccupied mode and open during occupied mode.
2. Existing building was positive at time of site visit.
3. Existing units do not have humidity control.

3.2 Filtration

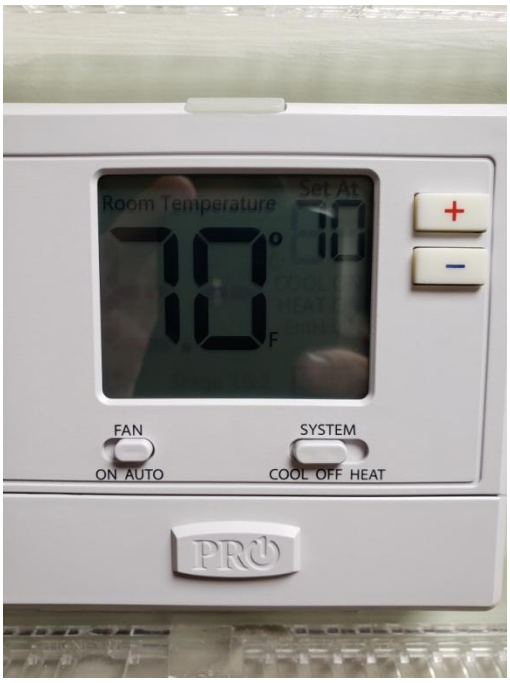
1. Currently disposable filters are installed. The rooftop units had 2” pleated filters at the time of site visit.

3.3 Air Cleaning

1. The existing facility had no air cleaning other than standard unit filtration.

3.4 Controls

1. The building had standard programmable thermostats.



3.5 Public Restrooms

1. The existing public restrooms have manual faucets and manual flush valves. The manual faucets and flush valves increase hand-surface contact.

4.0 RECOMMENDATIONS: The following recommendations are based on ASHRAE core recommendations, CDC core recommendations, the SLFRP - Fact Sheet - Final-508A.pdf, May 10, 2021, and the Frequently Asked Questions as of July 19, 2021 in relation to services and programs to contain and mitigate the spread of COVID-19, including: capital investments in public facilities to meet pandemic operations needs, ventilation improvements in key settings, and adaptations to public buildings to implement COVID-19 mitigation tactics.

4.1 Priority 1 - Outside Air and Building Pressure This recommendation is very dependent upon the capability of the existing HVAC equipment to not only bring the air through the equipment but to provide adequate cooling and moisture removal to prevent indoor mold and fungi.

1. Many of the existing systems are older and close to their end of life. These units will not handle current code required outside air and maintain temperature and humidity within the space. Recommend upgrading systems to include both temperature and humidity control. This would require upgrading approximately five (5) existing rooftop units.
2. Recommend adding motorized outside air dampers.
3. Recommend complete test and balance on the ventilation system to ensure recommended outside airflow and building positive pressure.
4. Recommend adding humidity control.

4.2 Priority 2 - Filtration Adding additional air cleaning by improving filter efficiency improves the indoor air quality within the space. There are several ways to accomplish this. Recommendations include HEPA filters (best), MERV 13, or as high efficiency as can be accomplished within the existing HVAC equipment.

1. Recommend upgrading to MERV 13 filters. The existing older units would not accommodate this upgrade. Upgrading these units is included within Priority 1 costs noted above.
2. Recommend placing unit fans to "on" to increase space air change filtration.

4.3 Priority 3 - Air Cleaning The ASHRAE / CDC Core recommendations both reference UV-C light technology for COVID-19 air cleaning improvements. UV-C lights kill airborne mold, bacteria, and many viruses resulting in improved indoor air quality. Additionally, consideration should be given to bi-polar ionization.

1. Recommend installing UV-C lights at the units to provide air cleaning in accordance with CDC and ASHRAE recommendations.

4.4 Priority 4- Controls Building control systems can assist in achieving higher indoor air quality by monitoring outside air, environmental controls, etc.

1. Recommend upgrading controls to allow for temperature and humidity control with remote access using communicating thermostats.

4.5 Priority 5 - Public Restrooms

1. Recommend installation of touch-free faucets and touch-free flush valves in public restroom areas. Hand hygiene along with physical distancing, face masks, and vaccination are specifically recommended as a layered approach to reduce exposure to SARS-COV-2. Final quantity would need to be determined during design.

5.0 COST ESTIMATES:

BALDWIN COUNTY PROBATE JUDGE'S OFFICE			
ITEM DESCRIPTION	**MULTIPLIER**	**COST PER MULTIPLIER**	**ITEM TOTAL**
Priority 1 – Upgrade older HVAC units and upgrade outside air dampers	50.0	$10,000	$500,000
Priority 1 - Test and Balance of Ventilation (OSA and Exhaust)	1.0	$15,000	$15,000
Priority 1 - Add dehumidifiers for humidity control	5.0	$8,000	$40,000
Priority 2 - Filtration (Included in Priority 1 above)	-	-	-
Priority 3 - Air Cleaning	5.0	$5,000	$25,000
Priority 4 - Controls	5.0	$3,000	$15,000
Priority 5 &6 - Water Closet / Urinals / Lav Sensor Flush Valves	2.0	$2,000	$2,000
Architectural Finishes Repair	1.0	$70,000	$70,000
TOTAL COST			**$ 667,000.00**

PART 2 – SITE VISIT REPORT

WHORTON
ENGINEERING, INC.
Consulting Engineers

JMR+H
Architecture, PC

IAQ SURVEY - *INVESTING* IN ALABAMA COUNTIES, *a program of the Association of County Commissions of Alabama*

PROJECT INFORMATION:

Site Visit Location	Bay Minette, Alabama
Building	Baldwin County Probate Judge's Office
Building Type	EIFS Panel Front and Rear, Brick Walls on Adjoining Offices
Site Visit Date	June 10, 2022
Site Visit Performed By	Zach Butterworth, P.E.; Kevin Baughn

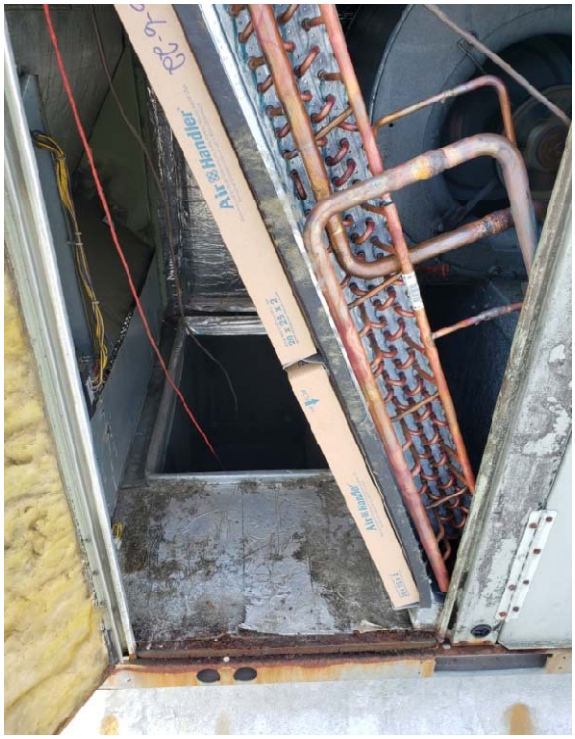
EXISTING CONDITIONS:

Existing Mechanical Units	Packaged Heat Pumps
Existing Age of Mechanical Systems	Approximately 2004
System Controls	Programmable Thermostats
Do controls have remote access	No
Are unit fans set to "on" in lieu of "auto"	No
Do units control by temperature and humidity	Temperature Only
Existing Filtration	2" Pleated Filter
Are existing HVAC units capable of higher filtration	No
Is there room in existing HVAC units for coil mounted UV-C	Yes
Code Required Outside Air	No, Motorized Dampers are Disabled
Does outside air to units have motorized dampers and/or manual dampers	Motorized, but broken/ disconnected
Evaluate building pressure	Positive
Public Restrooms Faucets (Manual / Touchless)	Manual
Public Restrooms Flush Valves (Manual /Touchless)	Manual
Pictures	See Below

PHOTOS:






Air Handler


Room Temperature
Set At
70°
F
+
−
FAN
ON AUTO
SYSTEM
COOL OFF HEAT
PRO


Honeywell Home
69
Mode
Menu
Fan
ProSeries



Baldwin County Commission

Agenda Action Form

File #: 22-1510, **Version:** 1 **Item #:** CM3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Submitted by: Kathy McHugh, Grants Administrator

ITEM TITLE
Rescind Previous Commission Action Related to Allocation of American Rescue Plan Act (ARPA) Funds for Specific Projects Determined to be Ineligible

STAFF RECOMMENDATION
Rescind action taken by the Baldwin County Commission, during its regularly scheduled meeting on June 15, 2021, more specifically a portion of the staff recommendation regarding Agenda Item BM1, which approved the immediate allocation of ARPA projects based on the internal advisory committee recommendations as follows:

COA Main Office COVID Upgrades Estimated Cost $11,875.00

Baldwin Together Case Manager Estimated Cost $25,000.00

BCSO Hazard Pay and Law Enforcement Estimated Cost $400,000.00

10% Contingency Estimated Cost (prorated for the above projects) $43,687.50

10% Administrative Costs Estimated Cost (prorated for the above projects) $43,687.50

Total Estimated Cost $524,250.00

All other projects approved under Agenda Item BM1 remain as previously approved.

BACKGROUND INFORMATION

Background: The Commission previously approved allocation of ARPA funds for nine specific projects; however, funds for three of those projects (i.e., COA Main Office COVID upgrades, Baldwin Together Case Manager and BSCO Hazard Pay and Law Enforcement have subsequently been determined to be ineligible under the ARPA final rule (31 C.F.R. 35 Subpart A) and/or U.S. Treasury guidance as provided in the Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule and/or Coronavirus State & Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions.

The costs associated with the BCSO Hazard Pay were incurred prior to 03-03-2021, meaning that these were incurred prior to the ARPA "covered period" as defined at 31 CFR §35.2 and are ineligible for reimbursement.

The costs associated with the COA Main Office COVID Upgrades were based on a single quote and purchased using a purchase order during the covered period; however, required mandatory ARPA terms and conditions were not included / attached thereto. As such, associated costs are ineligible for reimbursement.

The costs associated with the Baldwin Together Case Manager were incorporated into a separate Agreement with Community Action Agency of South Alabama and Baldwin Together, as originally approved at the July 21, 2020, regular meeting and subsequently amended to extend the deadline. Since associated costs are included in a separate agreement, these would be ineligible for reimbursement/payment under ARPA based on the fact that this would be a duplication of benefit.

Previous Commission action/date: September 6, 2022 - Approved Resolution #2022-163 amending Resolutions #2022-102 (as previously approved on 06-07-2022) and #2022-158 (as previously approved on 08-16-2022) to eliminate and terminate Temporary Premium Pay (TPP) Payments for certain eligible exempt employees whose total wages and remuneration are greater than, or would become greater than as a result of TPP payments, 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics' (BLS) Occupational Employment and Wage Statistics (BLS Threshold), which at the time of Resolutions #2022-102 and #2022-158 was $72,165.00, to be effective immediately.

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The approval also included funding from other County funds for those eligible exempt employees' total wages and remuneration are greater than, or would become greater than as a result of TPP payments, $72,165 which is 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau

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10% Contingency Est: $112,225.00
10% Administrative Costs Est: $112,225.00
Total Estimated Cost: $1,346,706.00

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Magnolia Landfill Recycling Facility Est: $5,500,000.00
10% Contingency Est: $550,000.00
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Total Estimated Cost: $6,600,000.00

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Baldwin Together Case Manager Est: $25,000.00
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Ionizer in Buildings Est: $175,000.00
Document Library Est: $285,000.00
BCSO Hazard Pay and Law Enforcement Est: $400,000.00
Motorola Projects (2) Est: $469,181.00
10% Contingency Est: $157,451.50
10% Administrative Costs Est: $157,451.50
Total Estimated Cost: $1,889,418.00

June 1, 2021 - Approved the following action:
Agreement for Coronavirus State & Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA), between the U.S. Department of the Treasury and the Baldwin County Commission, which was executed by the Baldwin County Commission Chairman, Joe Davis III, on May 18, 2021, and made part of the June 1, 2021, Baldwin County Commission regular meeting minutes.

February 2, 2021 - Approved the following action:
Contract for Professional Services with Hagerty Consulting, Inc., for the Baldwin County Emergency Management Consulting and Contract Services for Response, Recovery, Mitigation, Preparedness, and Planning based on a time and materials cost with an initial cost not to exceed cost of $1,500,000.00. Task Order of $100,000 was issued for ARPA related tasks.

FINANCIAL IMPACT

Total cost of recommendation: Return of $524,250.00 for future reallocation under American Rescue Act Plan Program

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/Accounting Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Finance/Accounting Staff to remove projects from Munis

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-1528, **Version:** 1 **Item #:** CN1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Tyler Mitchell, P.E., Construction Manager
Mike Campbell, Engineering Technician I
Submitted by: Halley Dixon, Office Manager

ITEM TITLE
License Agreement No. 22013 - Perdido Street - Right-of-Way

STAFF RECOMMENDATION
Take the following actions:

1) Approve License Agreement No. 22013 permitting Baldwin County Sewer Service c/o Richie Barnett to install a 2-inch sewer force main on the east side of Perdido Street and a 1.5-inch service at 12181 Perdido Street. (The term of this agreement shall commence on the date of full execution. License for installation shall terminate at 11:59 p.m. on September 30, 2023. License for maintenance shall be indefinite according to the terms of the agreement.); and

2) Authorize the County Engineer to execute Utility Permit #22269-S.

BACKGROUND INFORMATION

Background: Baldwin County Sewer Service desires to install a 2-inch sewer force main on the east side of Perdido Street from County Road 99 then extend southward approximately 420 feet. A 1.5-inch service will also be installed at 12181 Perdido Street. The Baldwin County Utility Permit guidelines shall be utilized in pursuit of the attached Utility Permit #22269-S. Any damages to private property or County right-of-way shall be repaired to previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized. The licensee shall have the property surveyed and staked prior to performing any work thereon. All improvements constructed by the licensee shall be maintained by the licensee for any and all portions of the property that is not county maintained. Any further development shall not be allowed until a new agreement is obtained.

Previous Commission action/date: 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: Standard agreement used as previously approved by Laura Coker (02/11/2020) los

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff prepare correspondence and have license agreement executed by Chairman. Send correspondence with original agreement to Halley Dixon. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed.

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

Contact:
Baldwin County Sewer Service
Attn: Richie Barnett
14747 Underwood Road
Summerdale, AL 36580

Additional instructions/notes: Administration - upload to BCAP with Tyler Mitchell as originator.

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between the Baldwin County Commission ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Baldwin County Sewer Service, LLC, C/O Richie Barnett** ("Licensee"), with an address at **14747 Underwood Road Summerdale, AL 36580**.

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as **Perdido Street 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 **installing a 2-inch sewer force main on the east side of Perdido Street from County Road 99 then extend southward approximately 420 feet. A 1.5-inch service will also be installed at 12181 Perdido Street. (The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached Utility Permit # 22269-S. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized, and no clearing shall take place.)**; and

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. Grant of Revocable, Non-Exclusive and Temporary License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Baldwin County Sewer Service**, a revocable, non-exclusive and temporary license (the "License") to enter upon the Property as is reasonably required to **install a 2-inch sewer force main and 1.5 inch service**. 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 **Perdido Street 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 **September 30, 2023**. 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.

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:

Baldwin County Sewer Service, LLC.

BY: _____ / 9-7-22

/Date

State of Alabama)

County of Baldwin)

I, Deborah K. Hardwick, a Notary Public in and for said County, in said State, hereby certify that Richie Barnett, 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 7th day of September 2022.

Deborah K. Hardwick

Notary Public

My Commission Expires: 8-1-26

LICENSOR:

ATTEST: BALDWIN COUNTY, ALABAMA

_____/_____ _____/_____

Ronald J. Cink /Date James E. Ball /Date
Chairman

State of Alabama)

County of Baldwin)

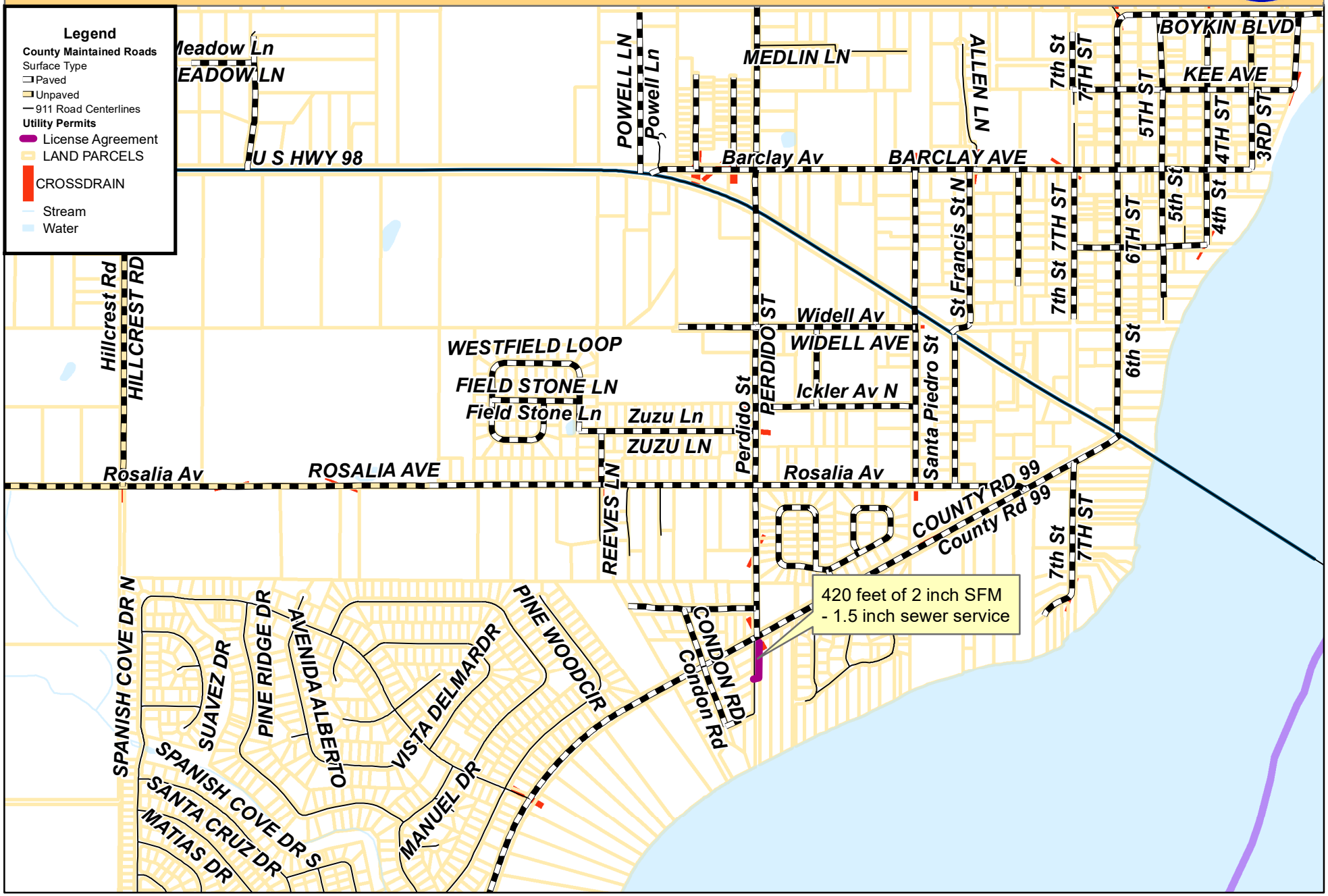
I,_____, a Notary Public in and for said County, in said State, hereby certify that James E. Ball and Ronald J. Cink, as Chairman and Budget Director, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the ___ day of _____, 2022.

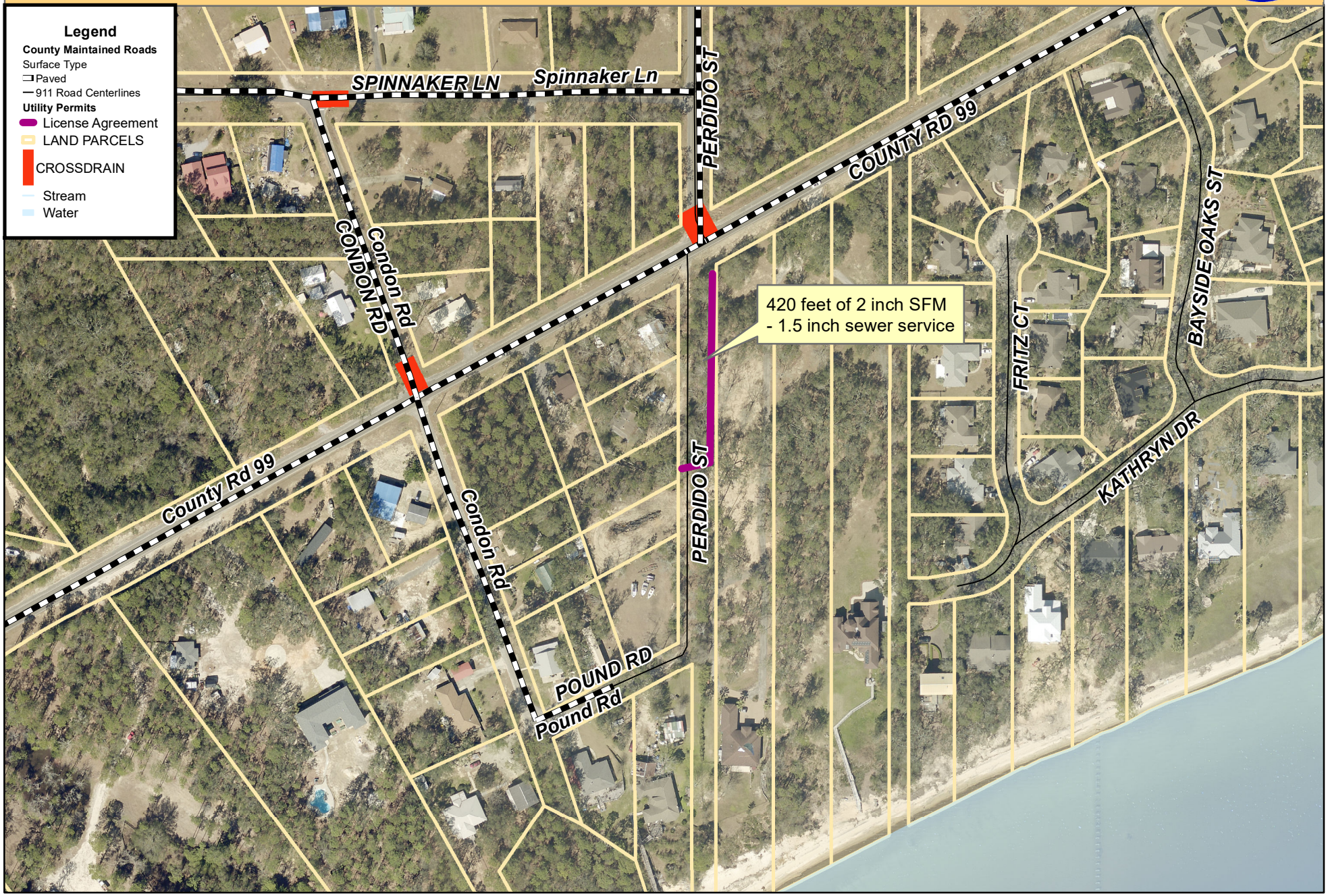
_____
Notary Public

My Commission Expires:_____

LA # 22013 BCSS
Vicinity Map



LA # 22013 BCSS
Site Map



Baldwin County Highway Department

Permit No.	22269-S
District	4
Township	
Range/Section	
Type	Sewer

2200 14551

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

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

W I T N E S S E T H

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

WHERE AS, the project subject hereto and contained herein is hereby described, designated and/or entitled as **Perdido St. 2" SFM Extension. Installing 420LF of 2" HDPE SFM on the East side of Perdido St. The extension will begin at the intersection of Perdido St. and CR-99, then extend southward to 12181 Perdido St. A 1.5" HDPE service will also be installed at 12181 Perdido St.**

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

NOW THEREFORE, be it agreed as follows

ARTICLE I County Engineer Authority and Least Possible Interference

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

ARTICLE II County Standards

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

ARTICLE III Non -Assignability

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

ARTICLE IV Warranties, Representations and Certifications

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

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

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

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

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

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

ARTICLE V Term and Binding Effect

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

1. continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;

2. Not extend or be enforceable past a maximum of 36 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

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

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

ARTICLE VI Exhibits and Attachments

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

A. Plans and Specifications, Cross Section, Vicinity Map

B. ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein

C. Letter from applicable Wastewater Treatment Facility confirming knowledge of Utility installation and ability to treat the waste (Sewer Permits only)

D. Certificate of Insurance (Baldwin County Commission as "Certificate Holder" ***only)***

E. Construction Schedule

F. _____

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

ARTICLE VII Plans

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

ARTICLE VIII Entire Agreement

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

ARTICLE IX Severability

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

ARTICLE X. Bond Requirements

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

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

1. If the work is determined to be satisfactory by County, return the bond or certified check to the remitter, or;

2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with County forces, and;

3. The County has the authority to determine if a bond is required, depending upon the circumstances of the permit.

ARTICLE XI. Bond Amounts and Reservations

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

A. Buried Cable

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

B. High-pressure, gas pipelines

1. Crossing highway

I. 8-inch diameter and smaller	$10,000
II. 10 through 16-inch diameters	$25,000
III. Larger than 16 inches	$50,000

2. Parallel to highway

I. 8-inch diameter and smaller	$5,000 per mile
II. 10 through 16-inch diameters	$25,000 per mile
III. Larger than 16 inches	$20,000 per mile

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

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

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

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

ARTICLE XII Required Relocation of Facilities

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

ARTICLE XIII Exclusions, Liabilities, and Damages

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

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

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

ARTICLE XIV Plans on Site

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

ARTICLE XV Responsibility for Traffic Control Devices

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

ARTICLE XVI Markings and Decals

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

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

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

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

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

ARTICLE XVII. Implementation of Work

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

ARTICLE XVIII. Site Restoration

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

ARTICLE XIX Non- Waiver

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

ARTICLE XX Mandatory Time of Contact

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

ARTICLE XXI Non-Endorsement

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

ARTICLE XXII Additionally Agreed Upon Provisions (if any)

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

APPROVED BY:

Authorized Representative Date
Baldwin County Highway Department

Permit Manager Date
Baldwin County Highway Department

County Engineer Date
Baldwin County Highway Department

BALDWIN COUNTY HIGHWAY DEPARTMENT
UTILITY PERMITS
PO Box 220
Silverhill, AL 36576
251-972-6831, phone
251-972-6832, fax

APPLICANT:

BY _____
SIGNATURE

Richie Barnett
TYPED OR PRINTED NAME

Operations Manager
TITLE

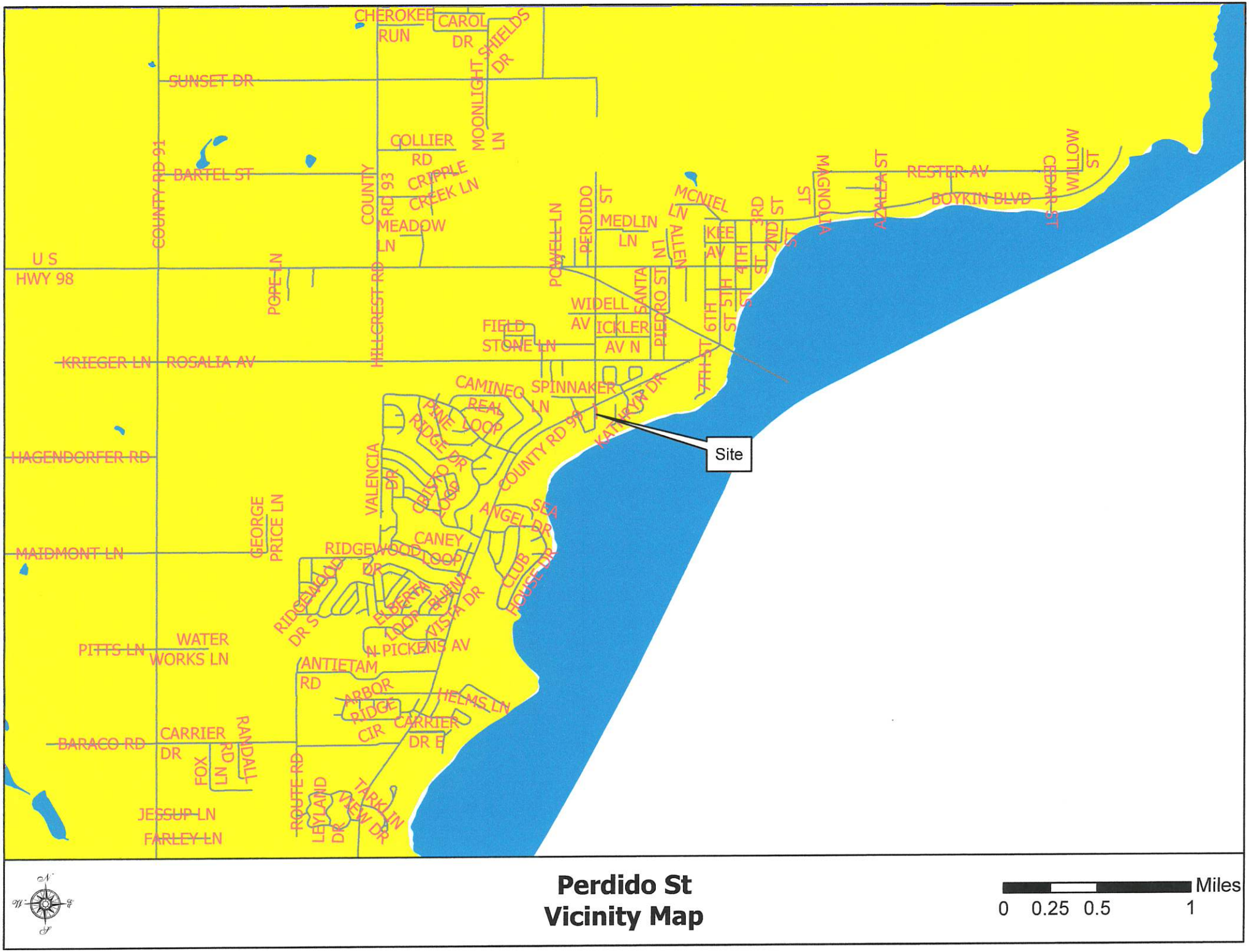
BCSS
UTILITY COMPANY (IF APPLICABLE)

ADDRESS:
14747 Underwood Rd.
Summerdale, AL 36580
251-971-3022
PHONE NUMBER

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

Given under my hand and official seal, this the 25th day of August, 2022

Deborah K. Hardwick Notary Public



Perdido St
Vicinity Map

Miles
0 0.25 0.5 1



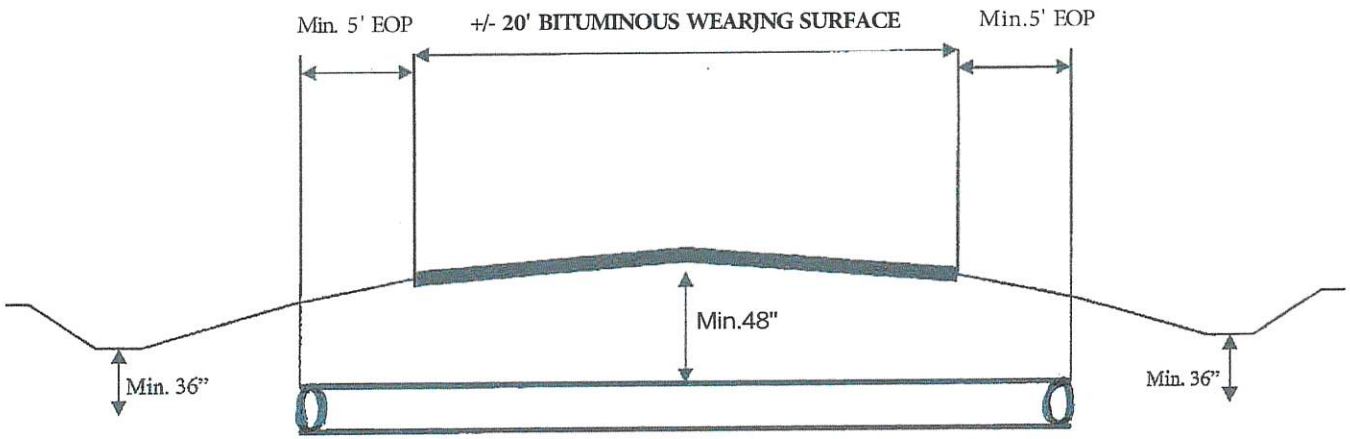
Notes:
-ROW = 60'
-Min. Bury 36"
-Site to be sodded/seeded
-Entire job to be bored

Perdido St.
2" SFM Extension

BCSS
BALDWIN COUNTY SEWER SERVICE
clean and simple

Typical Bore Detail

2" Green HDPE
DR-11



CR-99

Exhibit B

August 25, 2022

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

RE: Perdido St. 2" SFM Extension

Dear Officials,

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

Sincerely,

Ryne Engel
BCSS
Project Supervisor

Exhibit C

August 25, 2022

Baldwin County Highway Department
Permit Division
Central Annex II
22070 State HWY 59
Robertsdale, AL 56567

Re: Perdido St. 2" SFM Extension

Dear Officials,

Baldwin County Sewer Service LLC is aware of the installation of a 2" SFM along the East side of Perdido St. to service residents within the area. This project will connect to an existing sewer line currently maintained by Baldwin County Sewer Service, LLC and the sewage conveyed will be treated at the permitted Wastewater Treatment Facility located at 1392 Caney Loop; Lillian, AL 36549. This facility has the capacity and capabilities to treat the additional sewage.

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

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

Sincerely,

Ryne Engel
BCSS
Project Supervisor

Exhibit D

BALDCOU-02 GTARVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2021

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

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

PRODUCER License # 231432 Hub International Gulf South 1141 Montlimar Drive Suite 2500 Mobile, AL 36609	CONTACT NAME: PHONE (A/C, No, Ext): (877) 250-6022 FAX (A/C, No): (251) 633-2822 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Cincinnati Insurance Company [redacted]
INSURED Baldwin County Sewer Service, LLC P.O. Box 1628 Foley, AL 36536	INSURER B : Cincinnati Casualty INSURER C : Homesite Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			[redacted]	9/27/2021	9/27/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			[redacted]	9/27/2021	9/27/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			[redacted]	9/27/2021	9/27/2022	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $						Aggregate	$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Excess Umbrella			[redacted]	9/27/2021	9/27/2022		10,000,000

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

CERTIFICATE HOLDER

Baldwin County Hwy Dept.
Att: Vince Raymer
P. O. Box 220
Silverhill, AL 36576

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit E

August 25, 2022

Baldwin County Highway Department
Permit Division
Central Annex II
22070 State HWY 59
Robertsdale, AL 56567

Re: Perdido St. 2" SFM Extension

Dear Officials,

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

Sincerely,

Ryne Engel
BCSS
Project Supervisor

Baldwin County Commission

Agenda Action Form

File #: 22-1492, **Version:** 1 **Item #:** CN2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Seth Peterson, P.E., Pre-Construction Manager
Submitted by: Stacy Appleton, Design Tech III

ITEM TITLE
Resolution #2022-167 - Annexation and Transfer of 2nd Street, 3rd Street, Ledyard Street, Taylor Street, Chapman Street, and Adams Street (aka “Fairhope Roads”) to the City of Fairhope

STAFF RECOMMENDATION
Adopt Resolution #2022-167 authorizing annexation and transfer of ownership, maintenance, and responsibility of portions of 2nd Street, 3rd Street, Ledyard Street, Taylor Street, Chapman Street, and Adams Street (aka Fairhope Roads) to the City of Fairhope.

BACKGROUND INFORMATION

Background: The Fairhope Roads rights-of-way were set out on Deed Book E, page 388, Town of Montrose, as recorded on December 2, 1847, in the office of the Judge of Probate. The City of Fairhope has expressed interest in annexing and assuming responsibility for the Fairhope Roads in order to facilitate the orderly development of and maintenance of this area and its corporate limits.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $100.00

Budget line item(s) to be used: TBD

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney (approved 8/25/22) SA

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, have resolution executed by Chairman and return to Seth Peterson, Highway Department.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
The Honorable Sherry Sullivan, Mayor
City of Fairhope
Attn: Lisa Hanks, City Clerk
Post Office Drawer 429
Fairhope, AL 36532

Additional instructions/notes: Administration - upload Resolution to BCAP and update deed book

RESOLUTION NO. 2022 - 167

RESOLUTION OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, AUTHORIZING AND CONSENTING TO THE TRANSFER OF OWNERSHIP, MAINTENANCE, AND RESPONSIBILITY FOR PORTIONS OF 2ND STREET, 3RD STREET, LEDYARD STREET, TAYLOR STREET, CHAPMAN STREET, AND ADAMS STREET

WHEREAS, 2nd Street from Chapman Street south approximately 2,100 feet to the end of right of way, 3rd Street from Adams Street south approximately 2,800 feet to the end of right-of-way, Ledyard Street from Main Street to U.S. Highway 98, Taylor Street from 3rd Street to U.S. Highway 98, Chapman Street from 2nd Street to U.S. Highway 98, and Adams Street from 3rd Street to U.S Highway 98, are rights-of-way inside or abutting the corporate limits of the City of Fairhope (collectively described herein as the "Fairhope Roads"); and

WHEREAS, an accurate description of the Fairhope Roads, together with a map thereof showing their relationship to the corporate limits of the City of Fairhope, is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, some portions of the Fairhope Roads that are not already the responsibility of the City of Fairhope have been County-maintained streets for a period of at least one (1) year prior to the effective date of this instrument; and

WHEREAS, Baldwin County has found and determined that allowing the City of Fairhope to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads is in the best interest of Baldwin County; and

WHEREAS, the character and nature of the Fairhope Roads varies, as certain portions are either (i) maintained by the City of Fairhope, (ii) bounded on both sides by the corporate limits of the City of Fairhope as a result of annexation of territory after July 7, 1995, (iii) bounded on one side by the corporate limits of Fairhope, or (iv) located within the City of Fairhope but responsibility is vested in the County; and

WHEREAS, in order to clarify and simplify the City of Fairhope's assumption of responsibility for the Fairhope Roads in accordance with *Code of Alabama*, §11-49-80(b), (c), and (d), the Baldwin County Commission is submitting its consent and petition to the City of Fairhope to annex the Fairhope Roads and to assume the responsibility thereof; and

WHEREAS, Baldwin County has the legal authority to carry out the intent of this resolution pursuant *Code of Alabama*, §11-49-80 and other state laws and constitutional amendments.

WHEREAS, the City of Fairhope desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads in order to facilitate the orderly development and maintenance of this area in its corporate limits.

NOW, THEREFORE, BE IT RESOLVED by the Baldwin County Commission as follows:

Section 1. That the Baldwin County Commission hereby consents to and petitions for the annexation of the Fairhope Roads by the City of Fairhope pursuant to *Code of Alabama*, §§11-49-80(c), and (d) and 11-42-20 to 24.

Section 2. That the Chairman of the Baldwin County Commission and other appropriate County officials are hereby authorized to execute and deliver such documents or agreements to the City of Fairhope as are necessary or requested to carry out the intent of this Resolution.

Section 3. To the extent that portions of the Fairhope Roads, if any, are already located within the corporate limits of the City of Fairhope, but responsibility is vested in the County, the Baldwin County Commission hereby consents to the assumption of responsibility of said portion or portions of the Fairhope Roads by the City of Fairhope, pursuant to *Code of Alabama*, §11-49-80(b), in addition to their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Fairhope's assumption of responsibility for the Fairhope Roads is in exchange for the payment of One Hundred Dollars ($100.00) from the County. The Baldwin County Commission and the City of Fairhope agree that said consideration is a reasonable charge for being relieved of the burden of the control, management, supervision, repair, maintenance and improvement of the roads described herein.

Section 4. If any part, section or subdivision of this Resolution shall be held to be illegal, invalid or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Resolution which shall continue in full force and effect notwithstanding such holding.

ADOPTED and **APPROVED** by the County Commission of Baldwin County, Alabama, on the _____ day of _____, 2022.

BALDWIN COUNTY COMMISSION

By: _____
JAMES E. (JEB) BALL
Its: Chairman

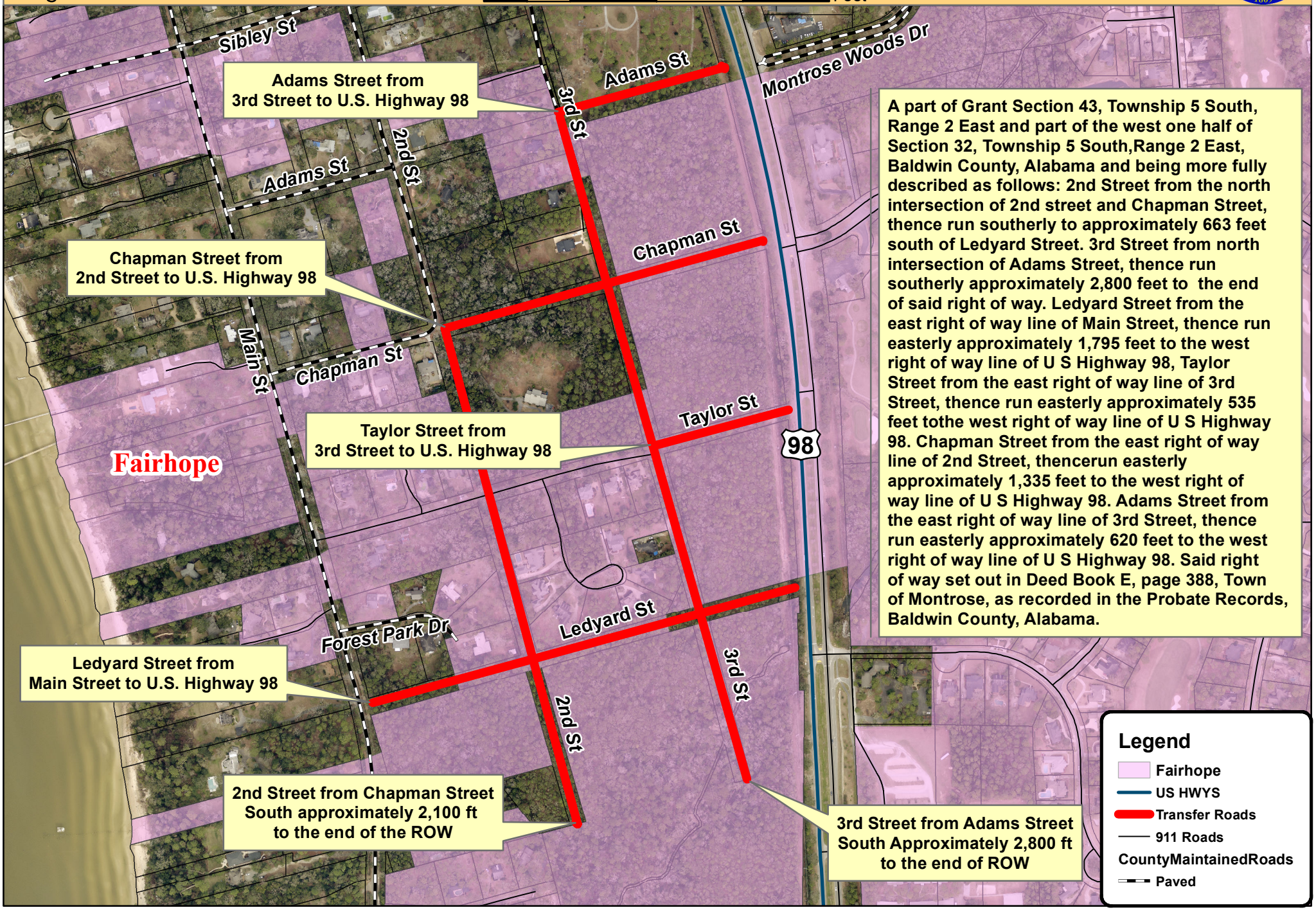
ATTEST:

_____
RON CINK
Budget Director

Exhibit A
Transfer of Maintenance Agreement

N W E S

0 350 700 1,050 1,400 Feet



A part of Grant Section 43, Township 5 South, Range 2 East and part of the west one half of Section 32, Township 5 South,Range 2 East, Baldwin County, Alabama and being more fully described as follows: 2nd Street from the north intersection of 2nd street and Chapman Street, thence run southerly to approximately 663 feet south of Ledyard Street. 3rd Street from north intersection of Adams Street, thence run southerly approximately 2,800 feet to the end of said right of way. Ledyard Street from the east right of way line of Main Street, thence run easterly approximately 1,795 feet to the west right of way line of U S Highway 98, Taylor Street from the east right of way line of 3rd Street, thence run easterly approximately 535 feet tothe west right of way line of U S Highway 98. Chapman Street from the east right of way line of 2nd Street, thencerun easterly approximately 1,335 feet to the west right of way line of U S Highway 98. Adams Street from the east right of way line of 3rd Street, thence run easterly approximately 620 feet to the west right of way line of U S Highway 98. Said right of way set out in Deed Book E, page 388, Town of Montrose, as recorded in the Probate Records, Baldwin County, Alabama.

Legend

- Fairhope
- US HWYS
- Transfer Roads
- 911 Roads

CountyMaintainedRoads

- Paved

Baldwin County Commission

Agenda Action Form

File #: 22-1452, **Version:** 1 **Item #:** CO1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ron Ballard, Juvenile Detention Director
Submitted by: Ron Ballard, Juvenile Detention Director

ITEM TITLE
Alabama Department of Youth Services Long Term Detention Subsidy Contract

STAFF RECOMMENDATION
Take the following actions:

1) Approve Alabama Department of Youth Services Long Term Detention Subsidy Contract between the Baldwin County Commission and the Alabama Department of Youth Services, which provides Baldwin County $14,000.00 to plan for detention bed use for the juvenile court of Baldwin County. The term of this contract will be from October 1, 2022, through September 30, 2023, and is automatically renewed upon mutual agreement of each party; and

2) Authorize the Chairman to sign the contract and any related documents.

BACKGROUND INFORMATION

Background: The Department of Youth Services pays for the benefit of County a sum determined by the Youth Services' Board for the selection of the detention center of its choice, namely Baldwin County Regional Juvenile Detention Center to house juveniles for the court of Baldwin County.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: Revenue to the county of $14,000.00

Budget line item(s) to be used: 105.44272

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: Pending approval by County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

..

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Mail signed contract to:
Department of Youth Services
Attn: LeTonya Bowman, Accounting Director
Post Office Box 66
Mount Meigs, Alabama 36057

Additional instructions/notes: N/A

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between **Baldwin County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of Baldwin County for the period of October 1, 2022, through September 30, 2023.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services ' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently suppo1ted by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Baldwin County Regional Juvenile Detention Center

_____

Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

_____

Steven P. Lafreniere
Executive Director

_____

Legal Counsel (Approved as to form only)
Department of Youth Services

Baldwin County Commission

Agenda Action Form

File #: 22-1519, **Version:** 2 **Item #:** CQ1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: Replacement
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
*Approval of Updated Organizational Charts and Position Descriptions

STAFF RECOMMENDATION
Approve the following to coincide with the approval of the FY2022-2023 Budget changes:

1) Updated organizational chart for the Commission Administration; and

2) Updated position description for the Administrative Support Specialist III for the Commission Administration Department; and

3) Updated organizational chart for the Animal Shelter; and

4) Updated position description for Animal Shelter Manager and Animal Control Officer; and

5) Updated organizational chart for the Archives and History Department; and

6) Position descriptions for the Archives Administrative Support Specialist III (Office), Archives Specialist, and Director of Archives and History/Special Historic Projects Coordinator; and

7) Updated organizational chart for BRATS Department; and

8) Position description for BRATS Mechanic II; and

9) Updated organizational chart for the Building Maintenance Department; and

10) Position description for the Building Maintenance Engineer I; and

11) Updated organizational chart for the Citizen Service Center; and

12) Position description for the Customer Relationship Manager; and

13) Updated organizational chart for the Council on Aging; and

14) Position description for the Council on Aging Coordinator; and

15) Updated organizational chart for the Planning and Zoning Department; and

16) Position descriptions for the Natural Resource Planner, Planning Technician I, Planning Technician II, and Planning Technician III; and

17) Updated organizational chart for the Sales, Use, and License Tax Department; and

18) Position descriptions for the Sales, Use, and License Tax Coordinator, Chief Deputy License Inspector, Senior Audit Compliance Officer, and Revenue Clerk I; and

19) Updated organizational chart for the Coroner's Office; and

20) Position descriptions for Chief Deputy Coroner, Death Investigator I, and Death Investigator II; and

21) Updated organizational chart for the Building Inspection Department; and

22) Position description for Permit Technician I and Bookkeeper II; and

23) Updated organizational chart for the CIS Department; and

24) Updated organizational chart for the Parks Department; and

25) Position description for the Parks Mechanic II position; and

26) Updated organizational chart for the Probate Office; and

27) Updated organizational chart for the Revenue Commission/Re-Appraisal; and

28) Position descriptions for Assistant Administrator of Personal Property, Personal Property Appraiser I, Personal Property Appraiser II, Personal Property Appraiser III, Personal Property Appraiser Trainee, Personal Property Specialist, and Real Property Specialist I; and

29) Updated organizational chart for the Highway Department; and

30) Position descriptions for Highway Mechanic II (Maintenance), Mechanic II (Traffic Operations), Operator Technician I, Operator Technician I (BBE/Paving), Operator Technician II, Operator Technician II (BBE/Paving), Operator Technician III, Operator Technician III (BBE/Paving), Operator Technician IV, Operator Technician IV (BBE/Paving), Operator Technician IV/CDL Instructor, Operator Technician Trainee, Permit/Subdivision Manager, Traffic Control Technician I (Stripe), Traffic Control Technician II (Sign), Traffic Control Technician II (Stripe), Traffic Control Technician III (Sign), Traffic Control Technician III (Stripe), Traffic Control Technician IV (Signal), Traffic Control Technician IV (Stripe), Assistant Traffic Operations Manager, Geospatial Technician, Operations Support Specialist II (Construction), Operations Support Specialist III (Accounting), and Operations Support Manager (Accounting); and

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31) Updated organizational chart for the Solid Waste Department; and

32) Position descriptions for Assistant Collections Supervisor, Assistant Landfill Supervisor, Collections Supervisor, Environmental Projects Manager, Landfill Equipment Operator I, Landfill Equipment Operator II (Transfer), Landfill Equipment Operator II, Landfill Equipment Operator III, Landfill Equipment Operator III (Transfer), Landfill Equipment Operator IV, Landfill Equipment Operator IV (Transfer), Landfill Supervisor, Master Mechanic, Mechanic I, Mechanic II, Operations Support Coordinator/Trainer, Solid Waste Driver I, Solid Waste Driver II, Solid Waste Driver III, Solid Waste Technician, and Transfer Station Supervisor.

BACKGROUND INFORMATION

Background: Per September 19, 2022, Work Session instructions, the following position descriptions will be added/updated to reflect a reclassification to salary grade S317: Customer Relationship Manager, Council on Aging Coordinator, Animal Shelter Manager, and Director of Archives and History/Special Historic Projects Coordinator. Additionally, the corresponding organizational charts for Citizen Service Center, Council on Aging, Animal Shelter, and Archives have also been added/updated to reflect those changes.

Previous Commission action/date: 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

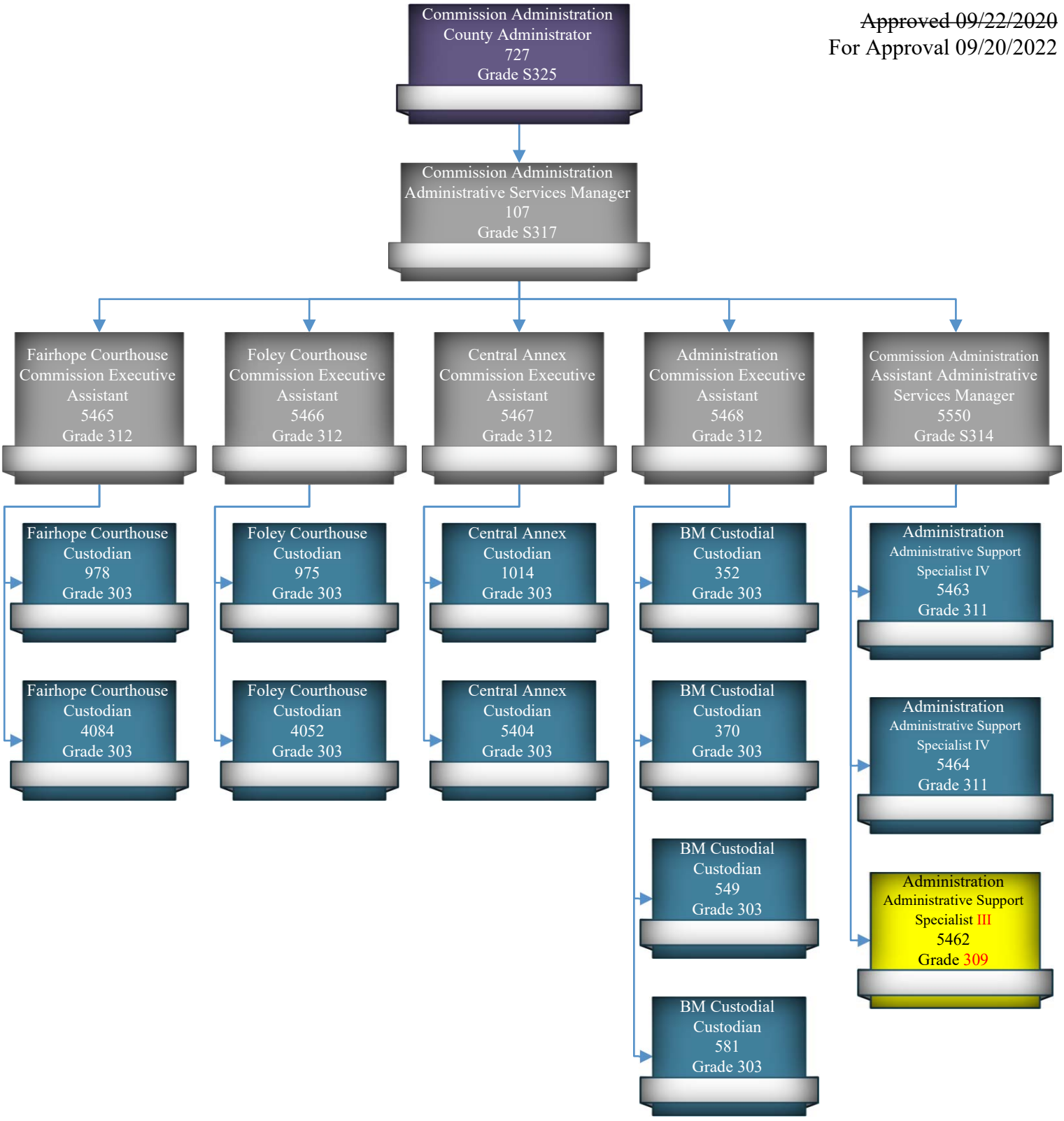
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: 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 09/22/2020~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title:	Administrative Support Specialist III
Department:	Commission Administration
Job Analysis:	August 2011, Sept 2013, Feb 2017, Sept 2017, Dec 2018, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Assistant Administrative Services Manager and Administrative Services Manager
Subordinate Staff:	N/A
Internal Contacts:	General Public, Public Officers, Co-workers and Other Departmental Staff
Status:	Classified/Non-Exempt (309)

Job Summary

The Administrative Support Specialist III for the Commission Administration Department serves to accomplish a myriad of clerical and administrative duties providing administrative support to departmental staff and to ensure the efficient operation of the office appearance and readiness with emphasis on internal customer service, scheduling, calendars, general office organization and files management.

Job Domains

A. Clerical

1. Performs various administrative and secretarial duties as requested and as assigned by the County Administrator, Administrative Services Manager and the Assistant Administrative Services Manager.
2. Manages calendars, scheduling, appointments, travel arrangements, training, meetings, events, and monitors reminders.
3. Maintains a filing system and properly disseminates, files and archives all documentation related to the daily operations of the office, with emphasis on timeliness, organization, accuracy and proper record keeping procedures.
4. Assists with billing of various vendors, maintains proper vendor files and information, orders and maintains a proper inventory of office supplies, verifies receipt of orders and

submits documents to appropriate departments to ensure accurate and timely payment to vendors.
5. Uploads and publishes documents to various internal/external document libraries, with emphasis on monitoring accuracy of information, timelines, organization and proper reporting.
6. Prepares and reviews agenda items, correspondence, reports, contracts, resolutions, proclamations, and other documents, as requested.
7. Monitors vehicle maintenance, schedules maintenance for vehicles and maintains proper files for maintenance records.
8. Enters work orders and maintains files for building maintenance requests, as requested.
9. Assists with scheduling and organization of meetings, and pre- and post-meeting preparation work, as requested.
10. Accomplishes research as directed.

B. Reception and Referral

1. Welcomes visitors and identifies the purpose of their visit before directing them to the appropriate staff or department, with emphasis on customer service.
2. Assists in managing the public meeting rooms, reception areas, and office appearance.
3. Answers incoming calls to the office and relays detailed information/messages accurately to the appropriate person/department.
4. Provides information to general inquiries.
5. Assists the public and discusses problems and complaints tactfully, courteously and effectively.
6. Effectively interfaces with all levels of management, co-workers, and general public to promote a positive relationship between the County Commission Office and the general public.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Knowledge of basic high school mathematics, basic bookkeeping procedures and basic internet usage.
2. A good working knowledge of English grammar, composition, and spelling within acceptable standards of quality and accuracy.
3. A good working knowledge of general office practices, filing procedures, equipment and software (Microsoft Office, Adobe, email, *agenda management software).
4. Skills to read, understand and compile printed reports and research assignments.
5. *Knowledge of County Commission and meetings related activities.
6. *Notary Public in the State of Alabama (must be bondable).
7. Strong interpersonal and communication skills (both written and verbal) and the ability to communicate and work effectively in assisting departmental staff, elected officials and the public.
8. Strong organizational, time-management, problem solving, and critical thinking skills.
9. Ability to be self-motivated and use independent judgement to gather, manage and impart information in a timely manner.
10. Ability to multitask and perform job duties under the stress of multiple, reoccurring deadlines.

11. Ability to quickly acclimate and re-direct focus of work, depending on changes of County Commission activities, meetings deadlines and changing work environment.

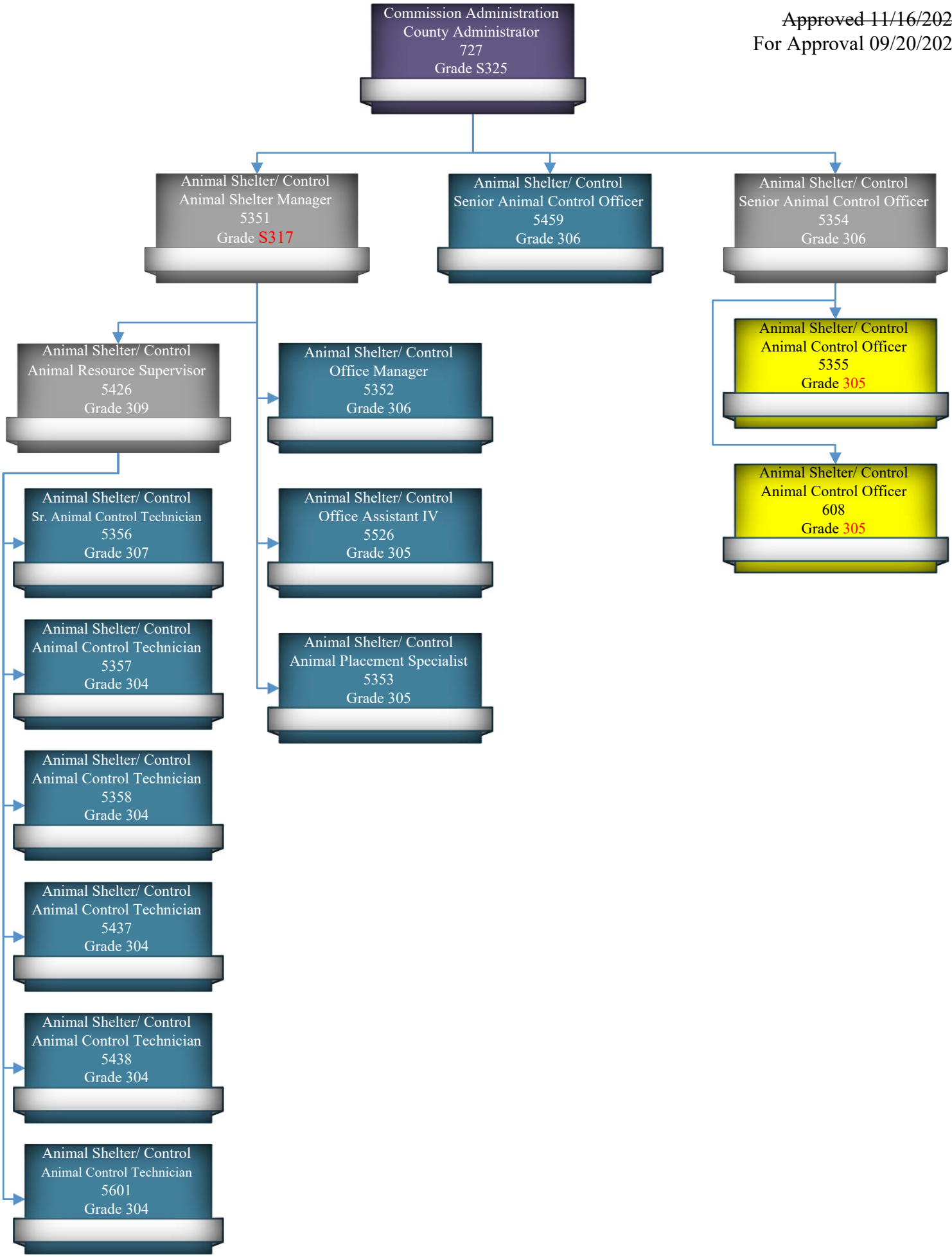
Other Characteristics

1. Willing to work overtime or non-standard hours when necessary.
2. Willing to work from multiple office locations as necessary.

Minimum Qualifications

1. Three (3) years of experience in administrative/clerical related work.
2. Have a valid driver's license.
3. High school diploma or equivalent.

~~Approved 11/16/2021~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title:	Animal Shelter Manager
Department:	Animal Control
Job Analysis:	07/2017, 06/2018, 03/2019, 10/2019, 09/2021, 11/2021, 09/2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	County Administrator
Subordinate Staff:	Office Manager, Animal Resource Officer, Animal Placement Specialist, Senior Animal Control Technician, Animal Control Technician, Office Assistant IV
Other Internal Contacts:	All County Employees
External Contacts:	Citizens, Elected Officials, Veterinarians, General Public
Status:	Classified/Exempt (~~S315~~ S317)

Job Summary

This position is responsible for supervisory and administrative work in directing the activities of the Animal Shelter.

Job Domains

1. Supervises the general operations of the Animal Shelter.
2. Facilitates a team environment and assists all subordinate staff as needed.
3. Coordinates with the Advisory Board, the County Administrator, and the Animal Resource Supervisor to develop and implement departmental policies and procedures.
4. Liaises with the Advisory Board.
5. Enforces the laws, ordinances, rules and regulations relating to the humane care, treatment and control of animals.
6. Plans, organizes, schedules, and directs the training and work of subordinate staff with input from the staff as needed.
7. Develops and submits annual the budget proposal.
8. Manages expenditures, revenues, and compiles and submits monthly, quarterly and annual statistical reports.

9. Maintains control over the receipt and disbursement of all monies and fees, including deposits and the review of invoices.
10. Oversees the collection and confinement of animals to assure compliance with laws, ordinances and regulations.
11. Receives complaints and explains regulations regarding the impounding and treatment of animals and service provided to concerned citizens.
12. Establishes and maintains professional relationships with other agencies and organizations as it relates to animal control.
13. Prepares Commission agenda items as necessary.
14. Maintains TNR (Trap-Neuter-Release) Program when such program has been approved by the Commission, activities to include monitoring invoices, tracking the cats and the cost of the program, and assigning staff and/or assisting as needed with trapping and transporting TNR animals to the veterinarian office(s).
15. Monitors activities of and performs when necessary, duties related to the proper disposal of animals in accordance with regulations and prescribed methods.
16. Remains on call for shelter related emergencies.
17. Assists with investigations as needed in conjunction with the Sheriff's Office and local Health Department.
18. Testifies in court when required.
19. Prepares and maintains records.
20. Transports animals to the veterinarian as needed.
21. Performs related work as required.

Knowledge, Skills, and Abilities

1. Expert knowledge related to team management and the supervision of staff.
2. Good knowledge of Microsoft office applications, data processing principles, and computer functions.
3. Good knowledge of shelter operations and general accounting principles.
4. General knowledge of domestic animals and the care of those animals.
5. General knowledge of domestic animal diseases.
6. Ability to learn and update necessary County software applications and systems.
7. Ability to maintain financial records, audit invoices, and prepare and administer budgets.
8. Ability to exercise good judgment and discretion when dealing with sensitive subjects, such as euthanasia of animals.
9. Ability to maintain professionalism in all aspects of work.
10. Ability to interpret and enforce animal control laws, ordinances and regulations.
11. Ability to plan, organize and direct the work of others.
12. Ability to compile and present oral and written reports.
13. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
14. Hear well enough to respond to verbal communication and to use the telephone.
15. Body movement to bend, stoop and move about.
16. Manual dexterity to write and type.
17. Must be able to lift up to 50 pounds, with or without accommodation.

Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Be willing and available to attend training related to job.
3. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. High school diploma or equivalent.
3. Minimum of five (5) years' experience dealing with a variety of animal situations, including three (3) years' experience in a supervisory capacity; or a combination of education and experience equivalent to these requirements.
4. Completion of Animal Control Academy within the first twelve (12) months of employment.

POSITION DESCRIPTION

Title: Animal Control Officer

Department: Animal Control

Job Analysis: 11/2011, 07/2017, 06/2018, 03/2019, 10/2019, 11/2021, 09/2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Senior Animal Control Officer, County Administrator

Subordinate Staff: None

Internal Contacts: County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (~~303~~ 305)

Job Summary

This is entry level work enforcing animal control laws, ordinances, and regulations. Employees in this class patrol a defined geographic area and respond to and investigate complaints and possible violations related to animal control. Employees in this class may perform other duties related to the care and maintenance of the animal shelter facility and impounded animals as assigned.

Job Domains

1. Patrols a defined geographic area to ensure compliance with animal control laws, ordinances, and regulations; responds to and investigates animal complaints and possible violations of state law concerning stray dogs and cats without rabies tags and dogs running at large; prioritizes complaints received from the public.
2. Issues warnings and/or citations for state animal control law violations.
3. Captures, handles, and transports stray, sick, injured, diseased, vicious, feral, and domesticated animals and transports them to the animal shelter or veterinarian if needed.
4. Communicates with the public concerning animals at the shelter, state laws, and information regarding responsible pet ownership.
5. Keeps records of calls and complaints received and actions taken and ensures the data is entered into the shelter computer software.

6. When not performing patrols, cleans and disinfects cages, floors, and walls of kennels under the direction of the Animal Resource Supervisor or Senior Animal Control Technician as assigned.
7. When not performing patrols, interacts with the public to provide adoption of available pets under the direction of the Animal Resource Supervisor or Senior Animal Control Technician as assigned.
8. When not performing patrols, assists the Animal Placement Specialist as needed.
9. Transports animals to the veterinarian in the mornings prior to performing animal control patrols and transports at other times during the day when not performing patrols.
10. Performs related duties as assigned.
11. Testifies in court when required.

Knowledge, Skills, and Abilities

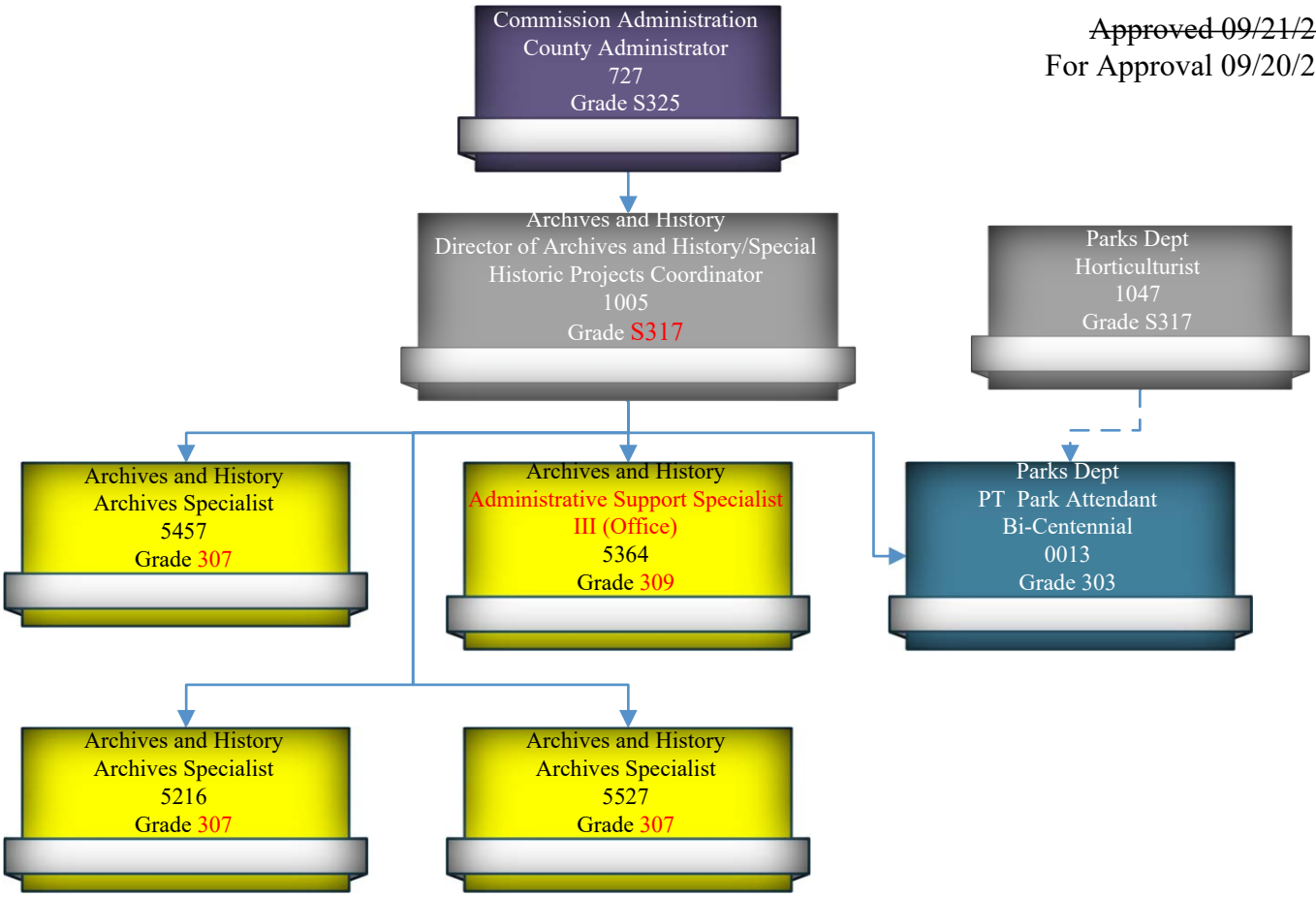
1. Some knowledge of the laws, ordinances and regulations governing the custody and disposition of animals.
2. Some knowledge of safety practices and procedures in dealing with animals.
3. Some knowledge of the geography of the area assigned to patrol.
4. Ability to learn and use software applications.
5. Ability to read, interpret and explain animal control laws, ordinances and regulations.
6. Ability to make clear, concise reports.
7. Ability to operate a two-way radio.
8. Ability to perform strenuous tasks such as lifting, carrying, crawling and running.
9. Ability to work in varying weather conditions, to include heat and cold temperatures.
10. Ability to understand and carry out oral and written instructions.
11. Ability to safely operate a motor vehicle and travel to locations within the community.
12. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
13. Manual dexterity to write and type.

Other Characteristics

1. Must have own transportation.
2. Be willing and available to attend training related to job.
3. Willingness to work overtime and non-standard hours as required.
4. Injuries from animals pose a work hazard for employees in this class.

Minimum Qualifications

1. Possess a valid driver’s license and be insurable by the County’s insurance standards.
2. Minimum of six (6) months of experience in the animal control field (or in the care and handling of domesticated animals).


Commission Administration
County Administrator
727
Grade S325
Archives and History
Director of Archives and History/Special Historic Projects Coordinator
1005
Grade S317
Parks Dept
Horticulturist
1047
Grade S317
Archives and History
Archives Specialist
5457
Grade 307
Archives and History
Administrative Support Specialist III (Office)
5364
Grade 309
Parks Dept
PT Park Attendant
Bi-Centennial
0013
Grade 303
Archives and History
Archives Specialist
5216
Grade 307
Archives and History
Archives Specialist
5527
Grade 307

POSITION DESCRIPTION

Title:	Director of Archives/Special Historic Projects Coordinator
Department:	Department of Archives and History
Job Analysis:	10/04, 02/11, 01/14, 05/14, 09/14, 01/15, 10/19, 09/22

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:	County Administrator
Subordinate staff:	Archives Specialist(s), Part-Time Gate Attendant, Landscape Technician I, Landscape Technician II
Internal contacts:	Employees, Elected Officials
Status:	Classified/Exempt (~~S316~~ S317)

Job Summary

The responsibilities of this position include, but are not limited to, organizing, planning, and coordinating the creation, maintenance, storage, preservation, and disposition of activities of a wide variety of county records and materials which will ensure compliance with professional and legal standards. Work functions will include administrating the archival program and workspace, directing the county's archival program, and determining the proper practice and procedures for the collection, classification, care, preservation, and disposition of materials from county departments, boards, commissions, and other governmental agencies which have historical, administrative, legal, research, cultural, genealogical, and other significant value. The responsibilities will also include serving as a liaison to the Baldwin County Historic Development Commission and accomplishing a myriad of historical and civic responsibilities as assigned. In addition, the responsibilities include the operation of the County's Bicentennial Park, its continued expansion and the creation and execution of programs that feature the Park in the display of Baldwin County's heritage.

Job Domains

A. Management

1. Develop the Archival program and workspace in order to create the archive program which will ensure compliance with professional and legal standards.
2. Conduct extensive research in order to identify needs for technology, staffing, storage area layout, equipment, etc.

3. Determine the proper practice and procedures for the collection, classification, care, preservation, and disposition of materials from county departments, boards, commissions, and other governmental agencies which have historical, administrative, legal, research, cultural, genealogical, and other significant value.
4. Develop and maintain policies and procedures for retention to ensure that appropriate materials are stored at optimum cost effectiveness and security and to ensure the preservation of county archival materials.
5. Establish and maintain an inventory control/access and retrieval system for materials.
6. Compile and maintain archival management data and reports.
7. Plan and conduct training programs for staff on proper archival methods.
8. Ensure compliance with all state and federal guidelines relating to archiving.
9. Supervise and manage employees to include delegating work, evaluating performance, and resolving conflicts as needed to ensure the productivity of the program.

B. Records Management

1. Utilize imaging equipment and software to electronically store documents.
2. Sort, collate, index and shelf materials in the most advantageous manner.
3. Prepare shelf lists and cross index files in order to access materials.
4. Prepare and direct the preparation of document descriptions and reference aids such as accession lists, indexes, guides, abstracts, etc.
5. Destroy or arrange for destruction eligible materials according to records laws and regulations.
6. Maintain a computerized data base of information on materials retained and destroyed.
7. Provide technical expertise and coordination related to the development and implementation of a legally compliant record keeping system.
8. Advise elected and administrative officials regarding the laws, regulations, and benefits of records management practices.
9. Coordinate the transfer of records to the records center or archives.
10. Coordinate records management activities with office staff to ensure effective and efficient creation and maintenance of records.

C. Property Management/Historical and Cultural Consultation and Coordination

1. Maintain and manage the Bicentennial Park property with the goal of establishing and maintaining an historic park that demonstrates the significance of Baldwin County's heritage.
2. Expand Bicentennial Park as needed to fit the needs of the established goal and to adhere to the wishes and desires of the Baldwin County Commission.
3. Establish events at Bicentennial Park that emphasize the distinct culture of Baldwin County.

D. Reception and Referral

1. Verbal and writing skills to communicate effectively.
2. Provide information by telephone and personally to the general public.

3. Establish and maintain effective working relationships with employees, public officials, and the general public as needed to answer questions and provide technical expertise in the maintenance and retrieval of documents and records.

Knowledge, Skills, and Abilities

(any item with an asterisk will be taught on the job.)

1. Knowledge of the legal and administrative rules and regulations of records disposal and retention.
2. General knowledge of the functions, organizations, and history of the county.
3. Knowledge of the techniques of records preservation, duplication, and restoration.
4. Knowledge of the principles of records management and record retention schedules.
5. Knowledge of various types of office equipment used to index and store documents such as microfilm, microfiche, and computer databases.
6. Ability to plan and organize to include setting priorities, developing a strategy, following a plan, and accomplishing goals.
7. Ability to judge the adequacy of departmental record keeping and storage facilities and to make recommendations for revision when necessary.
8. Ability to communicate ideas in writing to include organizing thoughts in a logical manner with clarity and conciseness.
9. Ability to develop, implement and analyze complex filing and records management systems to include manual and automated systems as needed to collect, store, and retrieve historical documents and records.
10. Ability to read and understand complex written materials including state, federal and local laws, regulations, legal documents, professional publications, and finding aids.
11. Ability to use math skills to calculate fees, maintain accounts, and manage a budget.
12. Ability to write legibly to complete documents and forms.
13. Ability to operate standard business equipment.

Other Characteristics

1. Willing to work nonstandard hours as necessary.
2. Willing to travel to attend meeting and workshops as required.

Minimum Requirements

1. Bachelor's degree from an accredited four (4) year college or university in history, political science, government, public administration, or closely related field and two (2) graduate courses in archival administration.
2. Master's degree from an accredited four (4) year college or university in one of the areas listed above or library science including two (2) graduate courses in archival administration is preferred.
3. Have a valid driver's license.

POSITION DESCRIPTION

Title: Administrative Support Specialist III (Office)

Department: Department of Archives and History

Job Analysis: July 2021, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Director of Archives /Special Historic Projects Coordinator

Subordinate Staff: ~~Archives Specialists~~ None

Internal Contacts: General Public, Public Officers, and Co-workers

Status: Classified/Non-Exempt (309)

Job Summary

The Administrative Support Specialist III - Office for the Baldwin County Department of Archives and History and assists with archival projects as assigned by the Director of Archives and History.

Job Domains

A. Facility

1. Coordinates operations of the primary workplace facility as requested by the Director of Archives and History.
2. Oversees and coordinates general day-to-day facility operations with kindness, professionalism, tact, and an emphasis on responsiveness.
3. ~~Maintains~~ Oversees and coordinates office and cleaning supplies inventory and prepares requisitions for the same. (Spending authorization will always be applicable as approved by the Director of Archives and History and on file in the Budget/Purchasing office).
4. ~~Reviews~~ Oversees the primary county facility for maintenance and cleanliness ~~as directed.~~

B. Clerical

1. Processes archival materials as directed.
2. Assists other County departments with their records management programs as needed.

3. Assists with reference requests as needed
4. Supports director and department with special assignments as directed.
5. Takes notation and dictation as needed.
6. Types and/or prepares correspondence and various documents as requested.
7. Coordinates training course registrations and travel reservations as needed.
8. Takes minutes and proofreads minutes as requested.
9. Schedules meetings, coordinates newspaper advertisements as requested.
10. Accomplish research as directed.
11. Types and/or prepares correspondence and various documents as requested.
12. Coordinates training course registrations and travel reservations as needed.
13. Takes minutes and proofreads minutes as requested.
14. Receives, reviews, and prepares a variety of forms, requests, records, files, and other documents associated with daily responsibilities of this position
15. Schedules meetings, coordinates newspaper advertisements as requested.
16. Supports Director with and Department with special assignments as needed.
17. Types reports, charts and correspondence.
18. Supervise and trains new hires, interns/volunteers that are assigned to county archival projects
19. Assists patrons in the use of finding aids and guides; responds to written inquiries and supplies suitable reference and/or service
20. Accomplish research as directed.
21. Perform other related work as required by the Director.

C. Reception and Referral

1. Greets visitors to the office, refers them to whom they need to see, and makes them comfortable if they must wait.
2. Answers incoming calls to the office.
3. Provides whatever information is available to general inquiries.

D. Special Historic Projects

1. Assists with the creation and execution of county-wide historical events from conception to clean-up.
2. Assists with the design of advertising materials; collaborate with several departments within the county as well as local and community groups.
3. Assists with archival programming to include publicity and public outreach programs.

E. Representative Duties

1. Identify problems associated with identification and proper handling of historical and literacy manuscripts and flags them for review by the Director.
2. Review and verify folder contents against container lists.
3. Creates and up-date records in in-house databases to support processing and conservation tracking.
4. Compile daily work statistics.
5. Perform clerical duties incidental to archival activities as assigned by the Director.

F. Supervisory Guidelines

1. Closely review daily work for adequacy and accuracy.
2. Plan, assign, schedule, and supervise work assignments.
3. Provide instruction in new situations, methods, and procedures that are not clearly related to existing tasks and duties.
4. Oversee work situations and solve problems with established procedures/policies.
5. Exercise of independent judgment or initiative, as needed.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught/provided on the job)

1. Knowledge of basic high school mathematics and basic bookkeeping procedures.
2. Considerable knowledge of clerical and administrative practices required to coordinate a central records system.
3. Considerable knowledge of the regulations and procedure of the department to which assigned.
4. Ability to establish and maintain complex clerical records and prepare reports.
5. Ability to recognize and maintain the confidentiality of records concerning various budgetary and personnel related matters.
6. A good working knowledge of English grammar, composition, and spelling within acceptable standards of quality and accuracy.
7. A good working knowledge of general office practices, procedures, equipment and software (Microsoft Office, Adobe).
8. Ability to take dictation and type a minimum of fifty (50) words per minute within an acceptable standard of quality and accuracy and take dictation. Ability to communicate effectively and handle multiple assignments.
9. Ability to maintain effective and positive working relationships with public officers, facility tenants, supervisors, co-workers and general public.
10. Skills to read, understand and compile printed reports and research assignments.
11. *Knowledge of County Commission activities.
12. *Notary Public in the State of Alabama (must be bondable)
13. Knowledge of filing procedures.
14. Knowledge and ability to operate office machinery, computers and general software.
15. Ability to work under stress of recurring deadlines.

Physical Requirements

1. Ability to lift heavy material, push loaded book carts, and climb ladders. Manual dexterity.
2. Must have the ability to lift at least 50 lbs., unassisted.

Other Characteristics

1. Willing to work overtime or non-standard hours when necessary.
2. Willing to travel for the purposes of professional development.

3. Ability to work under stress of recurring deadlines.
4. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.
5. Must be willing to work in an environment that contains dust and/or mold.
6. Ability to work under stress of recurring deadlines.

Minimum Qualifications

1. ~~Minimum of five (5) years of experience in administrative/secretarial related work.~~ Training and/or experience in the operation of an archives or a library, preferably with a college degree in either or both areas.
2. Have a valid driver's license and be insurable by the County's insurance standards.
3. High school diploma or equivalent.

POSITION DESCRIPTION

Title:	Archives Specialist
Department:	Department of Archives and History
Job Analysis:	07/2005, 02/2011, 09/2014, 01/2015, 06/2019, 09/2020, 09/2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Director of Archives/Special Historic Projects Coordinator
Subordinate Staff:	None
Internal Contacts:	County Personnel
Staff External Contacts:	General Public, State government personnel
Status:	Classified/Non-Exempt (~~306~~ 307)

Job Summary

The Archives Specialist (s) for the Baldwin County Department of Archives and History serves to accomplish a myriad of clerical administrative duties for the Baldwin County Department of Archives and History and assists with archival projects as assigned by the Director of Archives and History. The Archives Specialist will, as a primary duty, perform the daily duties of records management including cataloging items, properly storing documents from various departments through county government and retrieving those same documents as needed by the Archives Department or any other department that maintains records within the Archives facility. In addition, the Archives Specialist must be able to retrieve shelved documents for patrons and ensure that they are re-shelved properly after use. The Archives Specialist must be able to assist patrons in their research of documents and artifacts maintained by the county archives. Furthermore, the Archives Specialist will assist in the training of temps/volunteers that are assigned county archival projects.

Job Domains

A. Facility

1. Conduct operations of the primary workplace facility as requested by the Director of Archives and History.
2. Conduct general day-to-day facility operations with kindness, professionalism tact and an emphasis on responsiveness.
3. Maintains office and cleaning supplies inventory and prepares requisitions for the same.

(Spending authorization will always be applicable as approved by Director of Archives and History and on file in the Budget/Purchasing office).

4. Reviews the primary facility for maintenance and cleanliness as directed.

B. Representative Duties

1. Organizes and arranges archival and manuscript material in alphabetical, chronological or other appropriate order, as directed, in accordance with local practice and documented procedures.
2. Performs routine procedures to arrange for preservation of the materials.
3. Compiles listings of materials in collections as appropriate.
4. Labels manuscripts folders and containers.
5. Compiles, inputs and formats data on collection material and collection activities in manual and automated files.
6. Prepare collections for preservation.
7. Input and format data for finding aids in machine-readable files, using a standard finding aid template.
8. Re-house material into archival containers and perform other routine procedures to arrange for the preservation of materials (e.g., preservation, photocopying of fragile materials).
9. Print box and folder labels from the electronic finding aid and labels boxes and folders.
10. Retrieve materials from the shelves and assists the Director for in-process and newly processed collections.
11. Perform clerical duties incidental to archival activities as assigned by the Director.

C. Clerical

1. Enters data from given sources on a computer.
2. Assists other county departments with their records management programs as needed.
3. Assists with research requests as needed
4. Supports director and department with special assignments as directed.
5. Takes notation and dictation as needed.
6. Types, writes, and/or prepares internal memoranda and various documents as requested.
7. Understands and conveys more complex messages and instructions and takes action accordingly.
8. Coordinates training course registrations and travel reservations as needed.
9. Takes minutes and proofreads minutes as requested.
10. Schedules meetings, coordinates newspaper advertisements as requested.
11. Receives, reviews, and prepares a variety of forms, requests, records, files, and other documents associated with daily responsibilities of this position.
12. Utilizes a computer, printer, etc. to enter, store, and retrieve data as needed in a variety of electronic mediums including the Archives' electronic database.
13. Maintains a comprehensive, current knowledge and awareness of applicable manuals, policies, and procedures.
14. Ability to understand and implement archival principles including document filing and retrieval.
15. Assists patrons in the use of finding aids and guides; responds to written inquiries and

supplies suitable references and/or service.
16. Supervises and trains interns/volunteers that are assigned to county archival projects.
17. Processes and creates finding aides for archival collections which fall under the domain of the county archives.
18. Offers and obtains basic information or provides assistance on general matters.
19. Compile and maintain archival management data and reports.

D. Reception and Referral

1. Greets visitors to the office, refers them to whom they need to see, and makes them comfortable if they must wait.
2. Answers incoming calls to the office. Advises, screens and refers callers and visitors.
3. Provides whatever information is available to general inquiries.

E. Special Historic Projects

1. Assists with the creation and execution of county-wide historical events from conception to clean-up.
2. Assists with the design of advertising materials; collaborate with several departments within the county as well as local and community groups.
3. Assists with archival programming to include publicity and public outreach programs.

Knowledge, Skills, and Abilities

1. Knowledge of basic high school mathematics.
2. Knowledge of basic bookkeeping procedures.
3. A good working knowledge of English grammar, composition, and spelling.
4. Ability to read and understand English-language primary source documents, including hand-written texts sufficiently to organize collections.
5. A good working knowledge of general office practices and procedures.
6. Skills to communicate effectively with Public Officers, supervisor, co-workers, and general public.
7. Skills to read and understand printed reports and requests.
8. Knowledge of filing procedures.
9. Knowledge of office machinery operations.
10. Ability to establish and maintain effective working relationships with supervisors, co- workers, and the general public.
11. Ability to understand written instructions, and general policy statements.
12. Ability to organize and prioritize own work.
13. Ability to operate equipment associated with the scanning and preservation of artifacts in an electronic format.
14. Knowledge of archival processing.
15. Knowledge of Records Management theory and practice.
16. Knowledge of or ability to learn the proper processing of documents and/or artifacts to archival standards.
17. Skills including an understanding of finding aides, electronic catalogs and databases and

the ability to create and implement any of the above.

18. Knowledge of, or ability to, learn and put into practice archival principles that are necessary to properly serve researchers at the facility and through telephone/email communication.
19. Abilities associated with the training and supervision of interns with limited archival skills and volunteers with no archival skills.
20. Ability to assist patrons with research requests in a professional and friendly manner.

Physical Requirements

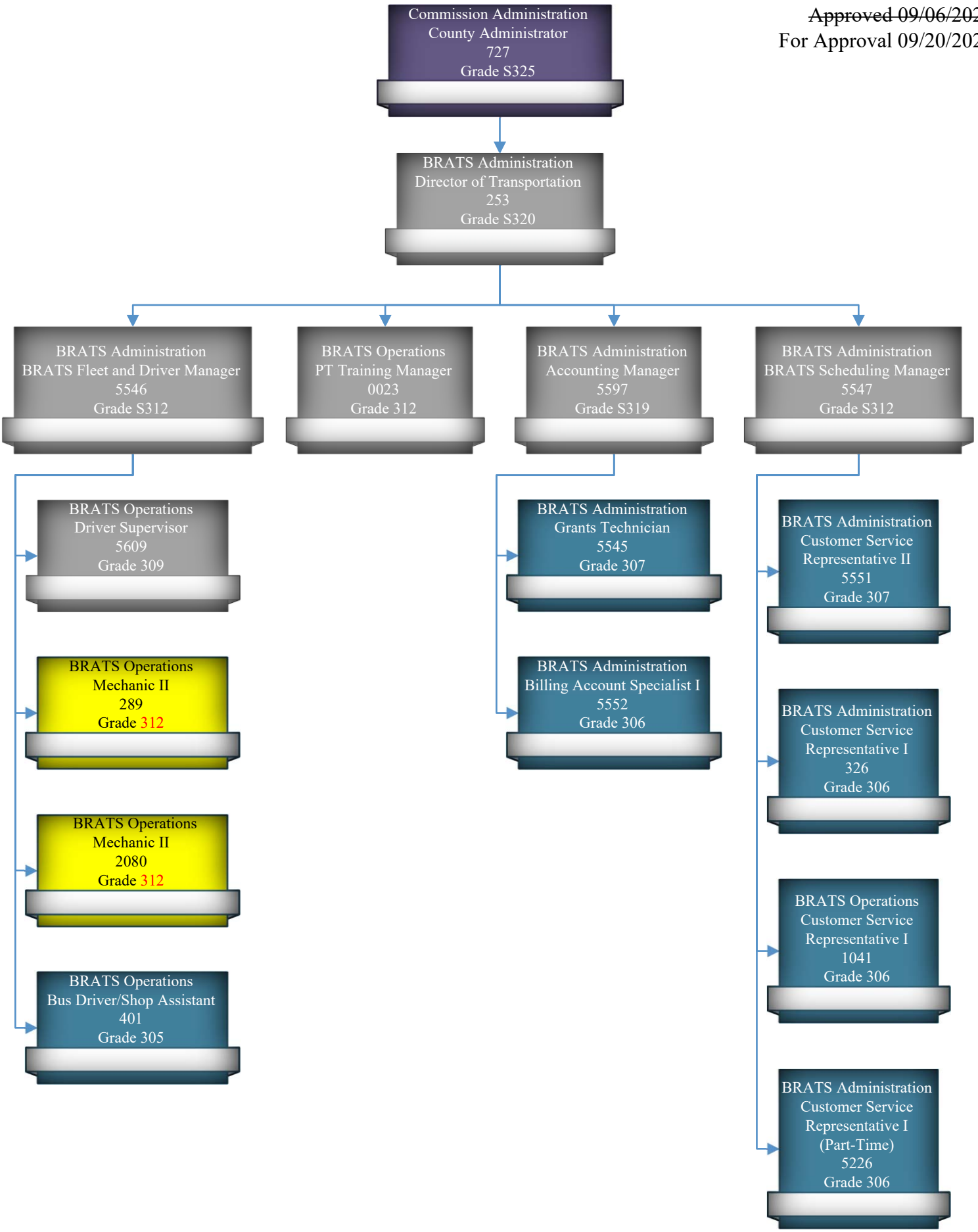
1. Ability to lift heavy material, push loaded book carts, and climb ladders. Manual dexterity.
2. Must have the ability to lift at least 50 lbs. unassisted.

Other Characteristics

1. Willing to work overtime, nonstandard hours, weekends and holidays as required to complete work assignments.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.
4. Must be willing to work in an environment that contains dust and/or mold.
5. Ability to work under stress of recurring deadlines.

Minimum Requirements

1. Associate degree in Records Management with a minimum two (2) years' experience working in an archives or records management setting; or any equivalent combination of experience and training that provides the knowledge, skills, and abilities necessary to perform the work.
2. Possess valid driver's license and be insurable by the County's standards.
3. Experience using computers, especially word processing, and other office equipment.
4. Minimal keyboarding skills (25-39 wpm).


Commission Administration
County Administrator
727
Grade S325
BRATS Administration
Director of Transportation
253
Grade S320
BRATS Administration
BRATS Fleet and Driver Manager
5546
Grade S312
BRATS Operations
PT Training Manager
0023
Grade 312
BRATS Administration
Accounting Manager
5597
Grade S319
BRATS Administration
BRATS Scheduling Manager
5547
Grade S312
BRATS Operations
Driver Supervisor
5609
Grade 309
BRATS Operations
Mechanic II
289
Grade 312
BRATS Operations
Mechanic II
2080
Grade 312
BRATS Operations
Bus Driver/Shop Assistant
401
Grade 305
BRATS Administration
Grants Technician
5545
Grade 307
BRATS Administration
Billing Account Specialist I
5552
Grade 306
BRATS Administration
Customer Service
Representative II
5551
Grade 307
BRATS Administration
Customer Service
Representative I
326
Grade 306
BRATS Operations
Customer Service
Representative I
1041
Grade 306
BRATS Administration
Customer Service
Representative I
(Part-Time)
5226
Grade 306

POSITION DESCRIPTION

Title: Mechanic II

Department: Baldwin Regional Area Transit System (BRATS)

Job Analysis: 7/1995, 4/2001, 06/2009, 02/2011, 02/2014, 10/2019, 09/2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Scheduling Manager, Assistant Director of Transportation, Director of Transportation

Subordinate Staff: None

Internal Contacts: Baldwin County Commission, County Administrator, County Engineer, Co-workers

External Contacts: General Public, Business Community

Status: Classified/Non-Exempt (~~311~~ 312)

Job Summary

Mechanical repair and maintenance of gasoline and diesel-powered vehicles in the BRATS fleet, using standard practices and equipment of the automotive trade. On-call for emergencies as needed. Must be willing to perform other duties as deemed necessary by management.

Job Domains

A. Automotive Repair and Maintenance

1. Complete the Preventive Maintenance Checklist in a timely manner.
2. Tune engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, and replacement of coil, condenser, and breaker points.
3. Remove and disassemble major units such as engine, transmission, differential, inspects parts for wear and reassembles.
4. Use the diagnostic equipment for finding computer problems.
5. Repair and/or replace parts such as pistons, rods, gears, and bearings.
6. Overhaul and replace carburetors, generators, radiators, alternators, starters, distributors, and pumps.
7. Rewire ignition system, lights, and instrument panel.
8. Install radios and Mobile Data Systems.

9. Turn drums, realigns and adjusts brakes, aligns front end, repairs or replaces shock absorbers.
10. Replace and adjust headlights, and install or repair accessories such as radios, heaters, mirrors, and windshield wipers.
11. Perform inspections on vehicles for safety issues on tires, engines, etc. including post accident and new vehicle inspections.

B. Miscellaneous

1. Weld to repair broken or cracked frames, bars, plates, and other metal objects.
2. Replace batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repair or replace tires.
4. Perform related mechanic duties as required.
5. Perform various duties including operations of transportation buses.
6. Test repaired equipment to ensure operating efficiency.
7. Perform additional repairs as needed.
8. Maintain accurate records on all vehicle's maintenance.
9. Maintain accurate vehicle information list including radio and mobile data computer information.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

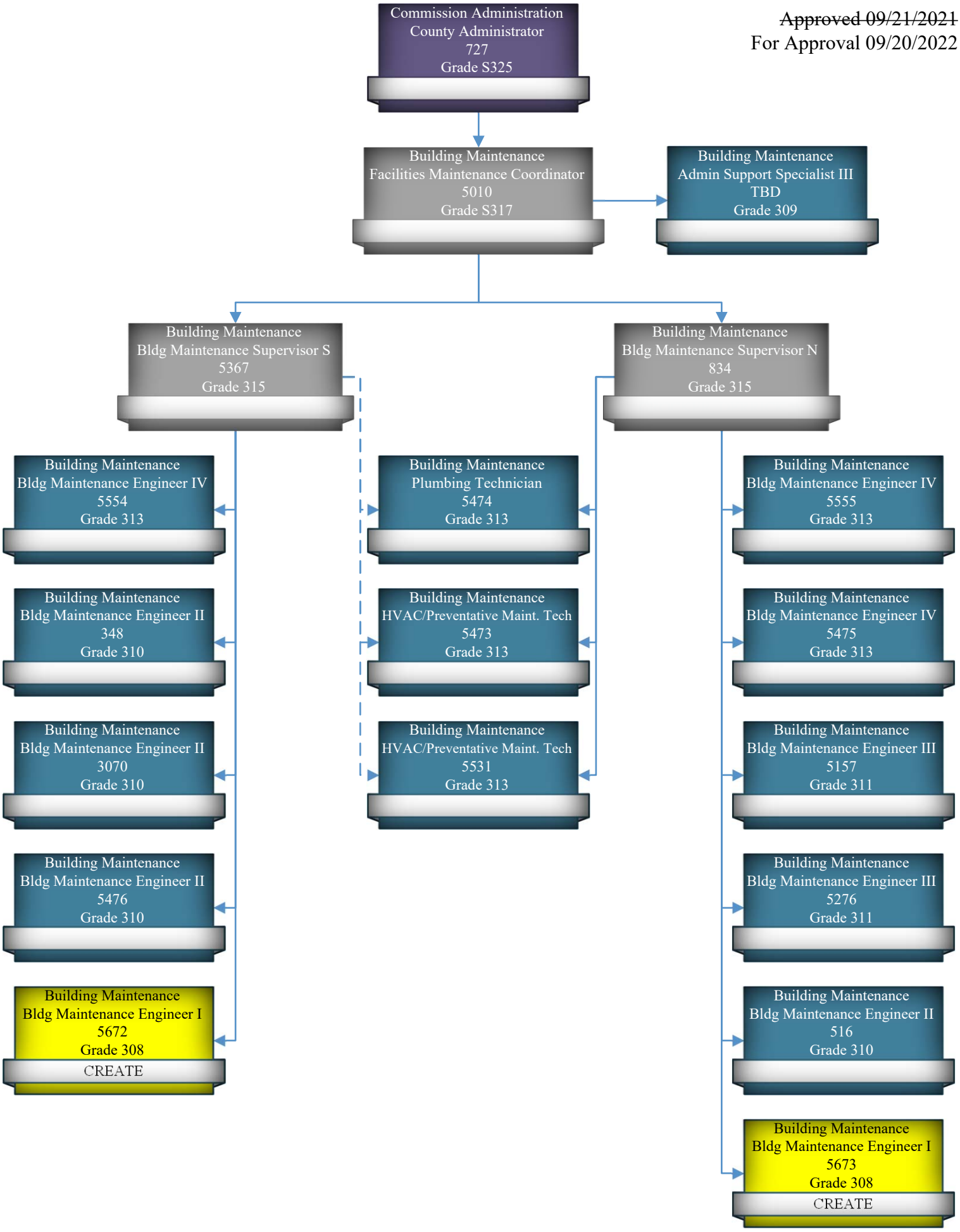
1. Verbal skills to communicate information to supervisors and coworkers.
2. Writing skills to clearly and precisely complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts list, instructions, etc.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.
10. Knowledge of safety rules, including accident causation and prevention.
11. Ability to work independently without close supervision.
12. *Knowledge of federal and state requirement of vehicle maintenance for a transit fleet.

Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to provide personal hand tools.
3. Must be able to travel as deemed necessary for maintenance training or parts.

Minimum Requirements

1. Have a valid driver's license with CDL with Passenger Endorsement.
2. Experience in automotive and heavy equipment repairs and maintenance.


Commission Administration
County Administrator
727
Grade S325
Building Maintenance
Facilities Maintenance Coordinator
5010
Grade S317
Building Maintenance
Admin Support Specialist III
TBD
Grade 309
Building Maintenance
Bldg Maintenance Supervisor S
5367
Grade 315
Building Maintenance
Bldg Maintenance Supervisor N
834
Grade 315
Building Maintenance
Bldg Maintenance Engineer IV
5554
Grade 313
Building Maintenance
Bldg Maintenance Engineer II
348
Grade 310
Building Maintenance
Bldg Maintenance Engineer II
3070
Grade 310
Building Maintenance
Bldg Maintenance Engineer II
5476
Grade 310
Building Maintenance
Bldg Maintenance Engineer I
5672
Grade 308
CREATE
Building Maintenance
Plumbing Technician
5474
Grade 313
Building Maintenance
HVAC/Preventative Maint. Tech
5473
Grade 313
Building Maintenance
HVAC/Preventative Maint. Tech
5531
Grade 313
Building Maintenance
Bldg Maintenance Engineer IV
5555
Grade 313
Building Maintenance
Bldg Maintenance Engineer IV
5475
Grade 313
Building Maintenance
Bldg Maintenance Engineer III
5157
Grade 311
Building Maintenance
Bldg Maintenance Engineer III
5276
Grade 311
Building Maintenance
Bldg Maintenance Engineer II
516
Grade 310
Building Maintenance
Bldg Maintenance Engineer I
5673
Grade 308
CREATE

POSITION DESCRIPTION

Title: Building Maintenance Engineer I

Department: Building Maintenance

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Building Maintenance Supervisors, Facilities Maintenance Coordinator

Subordinate Staff: None

Internal Contacts: All County Departments

External Contacts: Building Material Suppliers

Status: Classified/Non-Exempt (308)

Job Summary

Under the direction of the Building Maintenance Supervisors, assist in repairs on plumbing, heating, cooling and electrical systems. Performs carpentry work as required. Be responsible for house cleaning shop and storage areas.

Job Domains

A. Equipment Maintenance

1. Assist in repairs and maintenance of plumbing, electrical, and HVAC systems.
2. Assist in carpentry and welding projects.
3. Perform other maintenance as required.

Knowledge, Skills, and Abilities

1. Skills to communicate with supervisor, subcontractors, and co-workers.
2. Math skills to take accurate measurements and perform multiplication and division.
3. Skills to complete order forms and progress reports accurately.
4. Some knowledge of plumbing, heating, air conditioning and electrical systems.
5. Knowledge of maintenance materials.

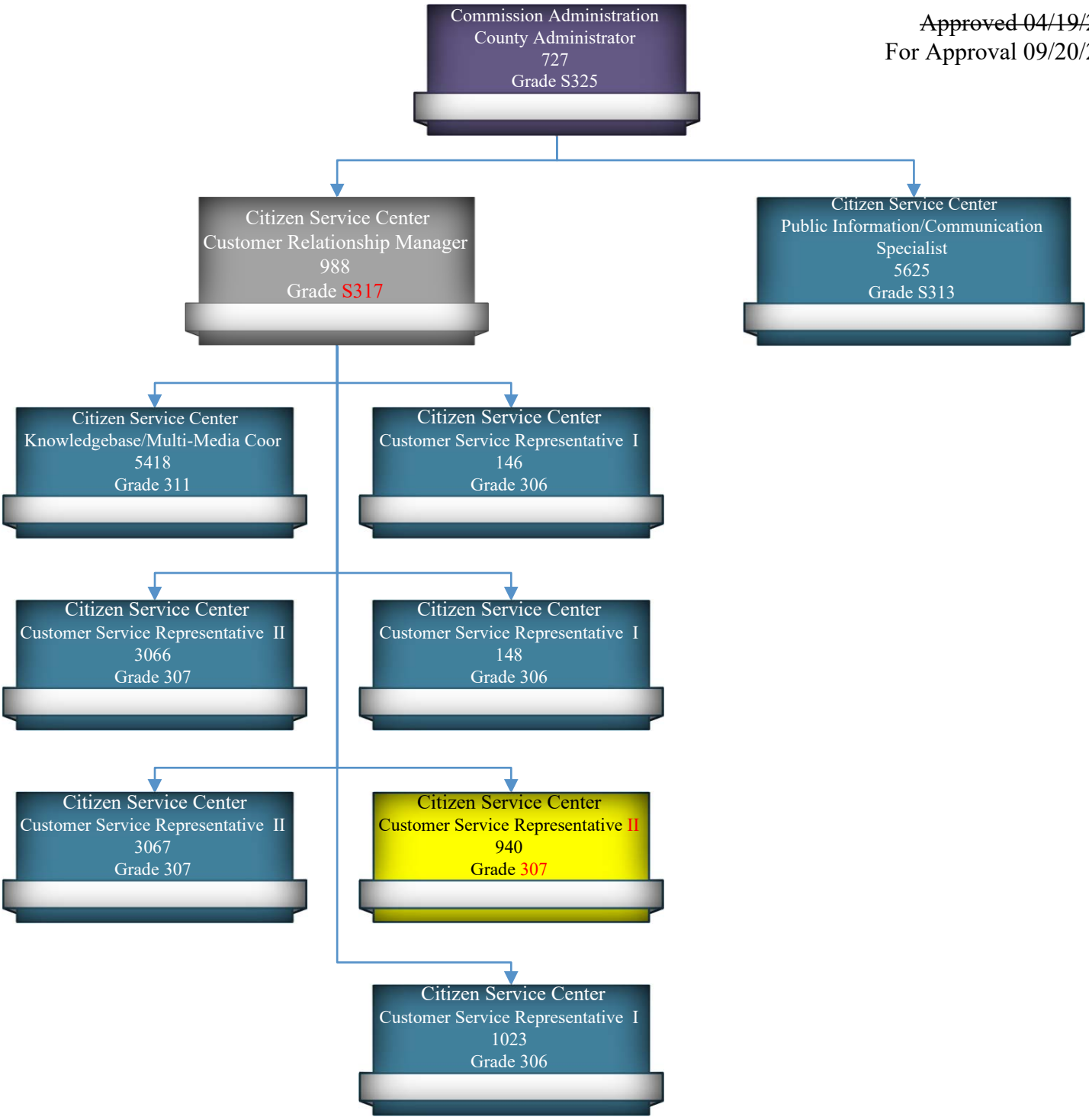
6. Knowledge of basic carpentry.

Other Characteristics

1. Willingness to provide own hand tools.
2. Willingness to work non-standard hours.

Minimum Qualifications

1. Have a valid state driver's license and be insurable by the County's insurance standards.
2. Have a minimum of two (2) years' experience in building maintenance field.


Commission Administration
County Administrator
727
Grade S325
Citizen Service Center
Customer Relationship Manager
988
Grade S317
Citizen Service Center
Public Information/Communication
Specialist
5625
Grade S313
Citizen Service Center
Knowledgebase/Multi-Media Coor
5418
Grade 311
Citizen Service Center
Customer Service Representative I
146
Grade 306
Citizen Service Center
Customer Service Representative II
3066
Grade 307
Citizen Service Center
Customer Service Representative I
148
Grade 306
Citizen Service Center
Customer Service Representative II
3067
Grade 307
Citizen Service Center
Customer Service Representative II
940
Grade 307
Citizen Service Center
Customer Service Representative I
1023
Grade 306

POSITION DESCRIPTION

Title:	Customer Relationship Manager
Department:	Citizen Service Center
Job Analysis:	April 2005, Dec 2006, Oct 2011, Sept 2018, Feb 2020, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	County Administrator
Subordinate Staff:	Customer Service Representatives, Knowledgebase/Multi-Media Coordinator
Internal Contacts:	Commissioners, Department Heads, All Other County Staff
External Contacts:	Vendors, Representatives from other Agencies, & the Public
Status:	Classified/Exempt (~~S316~~ S317)

Job Summary

Provides coordination and overall direction of customer service initiatives for the Baldwin County Commission. This individual is responsible for managing the Call Center, supervising Customer Service Representatives, coordinating web-based service delivery, coordinating training programs related to customer service, developing customer focused services, and marketing those services. This individual must be able to work independently; exercise sound business judgment in the performance of duties; and communicate well with other employees, general public, and elected officials.

Job Domains

A. Customer Relationship Management

1. Coordinate and implement customer-based initiatives that will impact the perception of government in a positive manner.
2. Develop and foster relationships with internal and external customers that will enhance services.
3. Coordinate with all departments and agencies served to understand services being provided and develop or enhance the delivery of those services.

4. Develop and implement plans for delivery of services via Call Center, website, and face to face.
5. Conduct internal and public surveys to determine customer satisfaction and strategic direction.
6. Coordinate and/or conduct training of County staff on customer service-related areas and initiatives.
7. Implement technology where appropriate to enhance service delivery and accountability.
8. Develop and maintain a strategic plan for continued improvement of customer service.

B. Call Center Management

1. Develop and implement procedures to ensure the efficient operation of the ~~Call~~ Service Center, while ensuring compliance with laws and Commission policy.
2. Supervise and schedule staff to ensure the delivery of superior customer service.
3. Prepare call statistics, orders closed, orders open, and other reports to encourage accountability and customer service.
4. Establish measurement tools to measure, monitor, and evaluate CSR performance to assure quality of service, professionalism, and courtesy. Identify actions that can improve call quality and customer satisfaction.
5. Develop and implement marketing & branding initiatives to promote the use of the ~~Call~~ Service Center.
6. Implement technology where appropriate to enhance service delivery and accountability.
7. Responsible for providing consultation to various departments on Call Center applications call flows, routing, and configuration.
8. Responsible for day-to-day configuration changes to call flows and agent profiles in OpenScape Contact Center Manager (OSCC).
9. Responsible for keeping OSCC recordings up to date; changing during activation and holidays, etc.
10. Responsible for initial troubleshooting of any reported issues with Call Center applications.
11. Responsible for working with vendor to resolve any issues with Call Center applications.
12. Responsible for coordinating and supervising Emergency Operations Call Center.

C. Project Management

1. Develop project implementation plans and budget as required.
2. Coordinate internal and external resources during implementation of project with emphasis on keeping project on schedule and within budget.
3. Develop reports and presentations.
4. Coordinate with departments/agencies to ensure accurate distribution of information to customers.
5. Analyze issues, identify solutions, and implement recommendations.

D. Supervisory

1. Schedule, coach, assign, reviews and evaluate the work of subordinates.

~~2. Perform daily supervisor duties for all subordinates.~~
3. Establish and communicate priorities and timelines with subordinates.
4. Hold regular meetings with subordinates to ensure effective communication of policies and mission.

Knowledge, Skills, and Abilities

1. Thorough knowledge of inbound call center management.
2. Thorough knowledge of public relations principles.
3. Thorough knowledge of marketing principles and techniques.
4. Thorough knowledge related to the customer services being provided by the ~~Call~~ Service Center.
5. Thorough knowledge of the laws, ordinances, regulations, and policies governing the services being delivered
6. ~~Good~~ Thorough knowledge of the overall County Organization, Departmental and Agency missions & duties, County facts, etc. in order to provide a high level of customer service to those served.
7. Good knowledge of project management principles, including budgeting.
8. Good knowledge of communications and information technology as relates to the call center and customer service. Specifically, OpenScape Contact Center Manager application.
9. Good knowledge of office productivity software (word processing, spreadsheet, database).
10. Good knowledge of desktop computer systems and computer peripheral equipment.
11. Ability to plan and organize work in order to set priorities and meet deadlines.
12. Ability to interpret complex matters and respond to questions at a layman's level of understanding.
13. Ability to communicate effectively, both orally and in writing.
14. Ability to meet and deal effectively with public officials, community groups, media, and the general public.
15. Ability to speak with a clear, well-modulated voice and to use proper grammar.
16. Ability to deal with all personal & telephone contacts in a tactful & courteous manner and to quickly convey concise & accurate information.
17. Ability to establish and maintain effective working relationships with department heads, elected officials, other employees, vendors, and the general public.

Other Characteristics

1. Must be willing to travel and stay overnight as required.
2. Must be willing to work nonstandard hours, including weekends and overtime.
3. Must be willing to attend additional training, skills development, and other self improvement courses.

Minimum Qualifications

1. Should possess a bachelor’s degree from a recognized college or university in Communications, Marketing, Public Relations, or a closely related field. Or a combination of education and experience equivalent to these requirements.

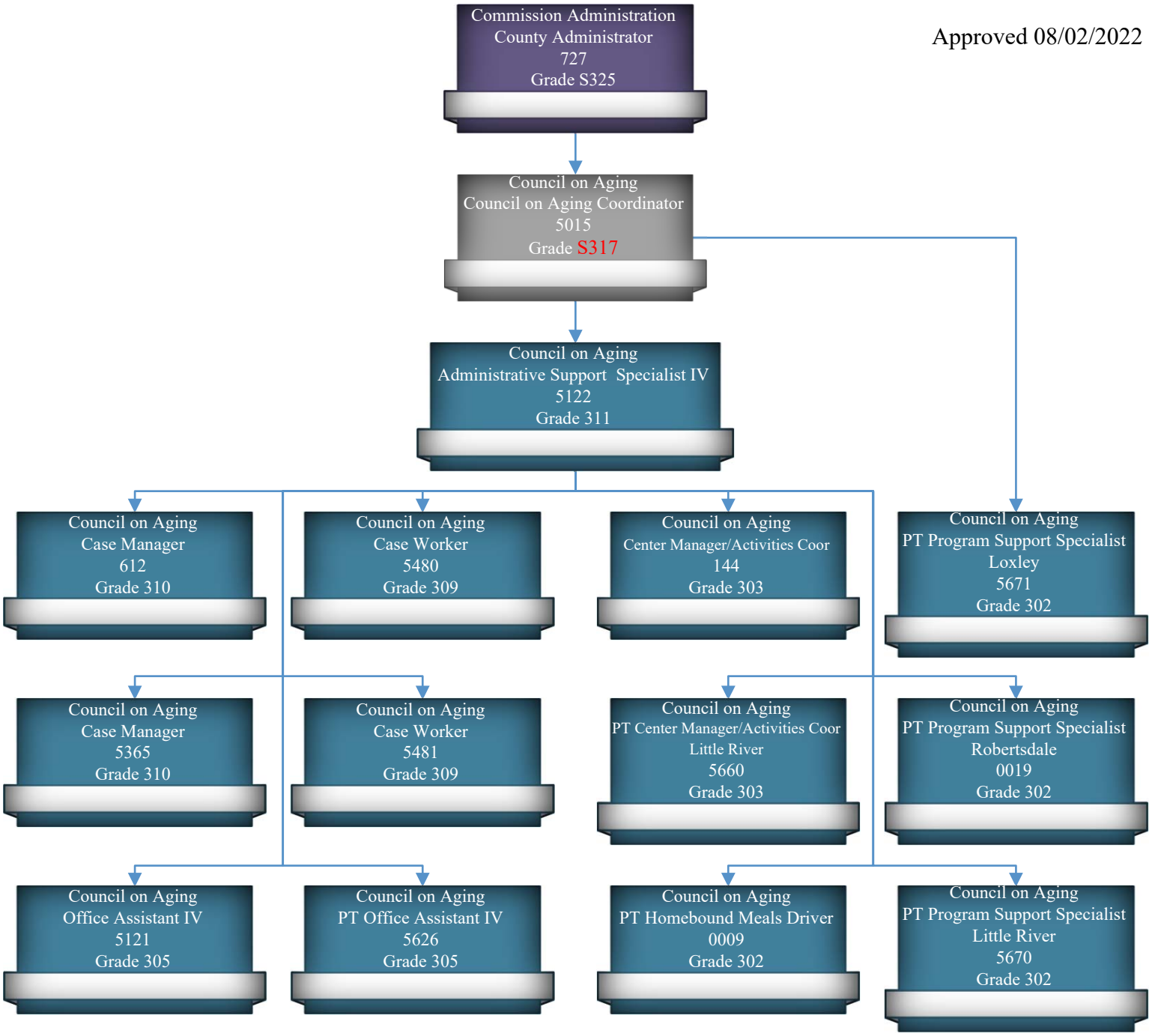
2. Should have a minimum of two (2) years' experience managing an inbound Call Center or other related area that would demonstrate the capability to perform the duties required of this position.

Certifications

The below certifications must be obtained within two (2) years of the job description being approved for employees currently in this position or two (2) years from beginning of employment for employees new to this position.

1. OpenScape Contact Center Administrator
2. IS 100- Introduction to the Incident Command System
3. IS 700 – National Incident Management System (NIMS) an Introduction
4. IS 701.a – NIMS Multiagency Coordination System Course
5. IS 702 – NIMS Public Information Systems
6. IS 703.a – NIMS Resource Management
7. IS 704 – NIMS Communications and Information Management
8. IS 300 – Intermediate Incident Command Structure
9. IS 400 – Advanced Incident Command System

Approved 08/02/2022



POSITION DESCRIPTION

Title:	Council on Aging Coordinator
Department:	Council on Aging
Job Analysis:	March 2012, Sept 2014, Sept 2018, Oct 2019, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	County Administrator
Subordinate Staff:	Administrative Support Specialist IV, Case Manager, Case Workers, Center Manager/Activities Coordinator, Office Assistant IV, Homebound Meals Driver, Program Support Specialist, Volunteers, Senior Aides,
Internal Contacts:	Council on Aging staff, County Employees
External Contacts:	South Alabama Regional Planning Commission, State Department of Senior Services, Current contracted food service vendor Auburn University Social Services and other resources related to the senior population.
Status:	Classified/Exempt (~~S316~~ S317)

Job Summary

The COA Coordinator shall be responsible for providing guidance, development, direction, cooperation, and supervision of activities related to the implementation and operation of programs for older persons in Baldwin County. The COA Coordinator will promote senior programs, services, information and referral, outreach, advocacy, technical assistance, and coordinate community resources for seniors. The COA Coordinator will network with other agencies and departments to meet the needs of the elderly. The Coordinator supervises nutritional center managers, senior aides, office assistant, case manager, mature staffers, and volunteers. The director will assist the State Department of Senior Services and South Alabama Regional Planning Commission/Area Agency on Aging with special projects as needed.

Job Domains

A. Support & Development

1. Supervise and coordinate agency procedures, programs and services.
2. Create and implement service programs
3. Monitor subordinate staff.
4. Monitor services delivered to clients to assure appropriateness and adequacy of service.
5. Plans, organizes, and coordinates staff, assigning new programs/tasks as needs arise.
6. Develop programs and modification of existing programs, locate funding.
7. Provide good community relations through membership in professional organizations, interagency collaborations and councils related to aging.
8. Performs other duties as assigned.
9. Conduct educational presentation to increase public awareness of the Council on Aging's programs.

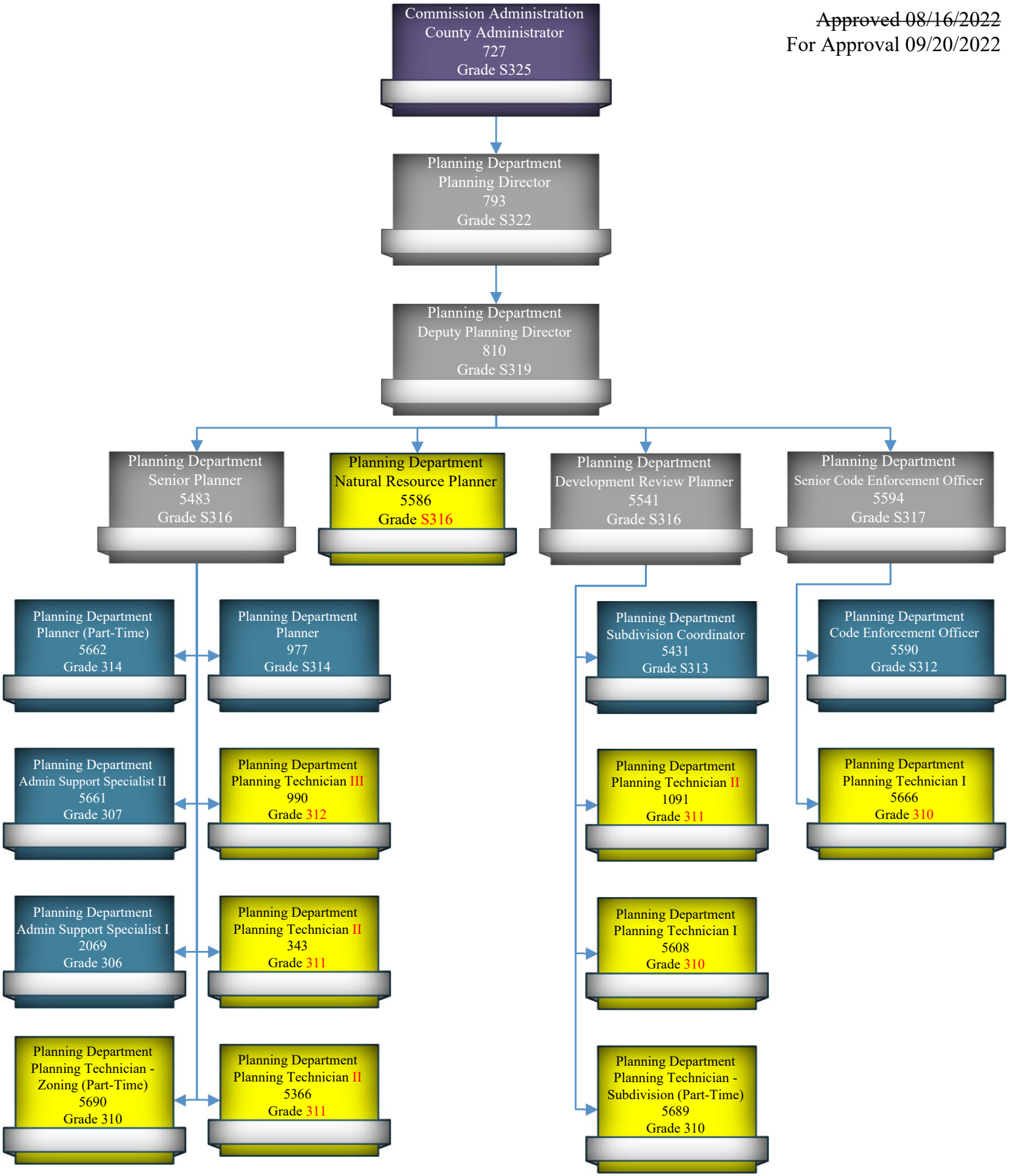
Knowledge, Skills, and Abilities

1. Knowledge of issues affecting Senior Citizens.
2. Become knowledgeable and implement departmental programs, policies, and procedures.
3. Ability to maintain accurate records and meet program deadlines.
4. Ability to plan, organize and prioritize the needs of seniors.
5. Ability to communicate clearly and effectively orally with staff and clients, orally and in writing.
6. Ability to establish and maintain cooperative working relationships with Federal, State and Local agencies.

Minimum Requirements

1. Valid driver's license or ability to obtain suitable alternate transportation.
2. Five (5) years active employment with any combination of training and experience in community service, Senior related field or a closely related field preferred.

~~Approved 08/16/2022~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Natural Resource Planner

Department: Planning and Zoning

Job Analysis: September 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Planning Director

Subordinate staff: None

Internal contacts: Planning Staff and other County employees

External contacts: General Public, Alabama Department of Environmental Management, Corps of Engineers, U.S. Fish & Wildlife, local environmental organizations

Status: Classified/Exempt (~~S315~~ S316)

Job Summary

Develop and manage various policies, plans and studies in areas of watershed planning, wetlands conservation, stormwater management, air quality, water quality, erosion control and other environmental and community development programs. Manage natural resource staff.

Job Domains

1. Conduct research and analysis on various environmental issues. Develop and implement long range environmental plans and studies for Baldwin County related to watershed planning, wetlands conservation, stormwater management, air quality, water quality and erosion control. Monitor plan progress. Maintain plans in up-to-date manner.
2. Assist in environmentally related grant projects including project scope development and selection, and similar tasks as appropriate.
3. Represent the County on various committees and organizations related to the environment such as the Mobile Bay NEP. Act as liaison to various state and federal environmental agencies including ADEM, COE, USF&W etc. Respond to inquiries from the public about environmental issues and regulations.
4. Attend and present reports at Planning Commission meetings, public hearings, public meetings, and County Commission meetings as necessary.

5. Prepare responses to COE wetland dredge and fill permit applications and ADEM air quality proposals.
6. Work on special projects related to the Baldwin County Master Plan, areas land use plans and similar studies/plans including but not limited to environment & conservation, parks & recreation, and growth & development.
7. Assist Planning Director on other projects as needed.

Knowledge, Skills, and Abilities

1. Ability to communicate effectively.
2. Knowledge of computers and software related to job (word processing, spreadsheets, GIS). Ability to prepare plans, studies, reports and correspondence.
3. Ability to analyze complex situations, problems and data, and use sound judgment in drawing conclusions and making decisions.
4. Ability to comprehend and articulate complex facts and relationships in detail, to summarize and write clearly, concisely and legibly.

Other Characteristics

1. Willing to work evenings and weekends when necessary.

Minimum Qualifications

1. Graduate of an accredited college or university with a bachelor's degree in planning, environmental science, geography, or related field.
2. Prefer Master's degree, AICP certification and experience in area of environmental planning.
3. Have a valid driver's license and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Planning Technician I
Department:	Planning and Zoning
Job Analysis:	Feb 2011, July 2012, Feb 2015, Aug 2021, Sept 2022

Note: Statements included in this description are intended to reflect, in general, the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Senior Code Enforcement Officer, Senior Planner, Development Review Planner, Deputy Planning Director, Planning Director, County Administrator
Subordinate staff:	None
Internal contacts:	Code Enforcement Team Members, Natural Resource Planner, ~~Office Manager,~~ Building Official, Building Inspectors, Highway Department Section Heads and Staff.
External contacts:	General Public
Status:	Classified/ Non-Exempt (~~309~~ 310)

Job Summary

The Planning Technician position primarily involves the review of plans for compliance with County regulations as well as disseminating information and assisting the public in planning and zoning related matters. May support Code Enforcement and Natural Resource Planning as required. Other related duties may be assigned by the Director.

Job Domains

1. Provide exceptional customer service when assisting the public regarding Planning and Zoning related matters ~~information~~.
2. Gather and present data in written and graphic format for use by the Planning and Zoning Department staff.
3. Read and interpret buildings plans, site plans and other relates maps or plans for compliance with County regulations.
4. Process applications for County regulation compliance.
5. Accept applications for Planning Commission and Boards of Adjustment.
6. Schedule and attend Board of Adjustment and Planning Commission meetings.

7. Review development proposals for compliance with historic district design standards.
8. Schedule and attend meeting of the Architectural Review Board (ARB).
9. Prepare maps as needed.
10. Perform research for various planning projects.
11. May support Code Enforcement and Natural Resource Planning as required.
12. Other duties assigned by the Director and County Administrator.

Knowledge, Skills, and Abilities

1. Ability to read and analyze building plans and site plans.
2. Ability to understand and apply County regulations in the review of plans.
3. ~~Proficiency in GIS software.~~Strong interpersonal and communication skills.
4. High proficiency in the use computer software including current versions of Microsoft Office Suite and similar software packages.

Other Characteristics

1. Willing to work non-standard hours as necessary.

Minimum Qualifications

1. High School diploma or equivalent.
2. Possess a valid driver's license.

POSITION DESCRIPTION

Title: Planning Technician II

Department: Planning and Zoning

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect, in general, the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Senior Code Enforcement Officer, Senior Planner, Development Review Planner, Deputy Planning Director, Planning Director, County Administrator

Subordinate staff: None

Internal contacts: Code Enforcement Team Members, Natural Resource Planner, Building Official, Building Inspectors, Highway Department Section Heads and Staff.

External contacts: General Public

Status: Classified/ Non-Exempt (311)

Job Summary

The Planning Technician position primarily involves the review of plans for compliance with County regulations as well as disseminating information and assisting the public in planning and zoning related matters, with the added roles of providing management support of meetings. May support Code Enforcement and Natural Resource Planning as required. Other related duties may be assigned by the Director.

Job Domains

1. Provide exceptional customer service when assisting the public regarding Planning and Zoning related matters.
2. Gather and present data in written and graphic format for use by the Planning and Zoning Department staff.
3. Read and interpret buildings plans, site plans and other relates maps or plans for compliance with County regulations.
4. Process applications for County regulation compliance.
5. Accept applications for Planning Commission and Boards of Adjustment.

6. Manage assigned Public Meetings and the associated appointed Boards (with support of P&Z Management Team) to ensure compliance with notice deadlines, equitable assignment of case load to peers, Open Meetings Act requirements, Roberts Rules of Order, board member terms, board member training, etc.
7. Submit Agenda Items to the County Commission as necessary to fulfill position duties.
8. Schedule and attend Board of Adjustment and Planning Commission meetings.
9. Review development proposals for compliance with historic district design standards.
10. Schedule and attend meeting of the Architectural Review Board (ARB).
11. Prepare maps as needed.
12. Perform research for various planning projects.
13. May support Code Enforcement and Natural Resource Planning as required.
14. Other duties assigned by the Director and County Administrator.

Knowledge, Skills, and Abilities

1. Ability to read and analyze building plans and site plans.
2. Ability to understand and apply County regulations in the review of plans.
3. Strong interpersonal and communication skills.
4. Strong technical writing skills.
5. High proficiency in the use computer software including current versions of Microsoft Office Suite and similar software packages.

Other Characteristics

1. Willing to work non-standard hours as necessary.

Minimum Qualifications

1. Associates degree preferred but not required.
2. Strong attitude and technical aptitude given preference over educational background.
3. Possess a valid driver's license.

POSITION DESCRIPTION

Title: Planning Technician III

Department: Planning and Zoning

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect, in general, the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Senior Code Enforcement Officer, Senior Planner, Development Review Planner, Deputy Planning Director, Planning Director, County Administrator

Subordinate staff: P&Z Administrative Assistants

Internal contacts: Code Enforcement Team Members, Natural Resource Planner, Building Official, Building Inspectors, Highway Department Section Heads and Staff.

External contacts: General Public

Status: Classified/ Non-Exempt (312)

Job Summary

The Planning Technician III position primarily involves the review of plans for compliance with County regulations as well as disseminating information and assisting the public in planning and zoning related matters, with the added roles of providing management support of meetings with specific emphasis on the Planning Commission meeting and management oversight of the P&Z administrative assistants. May support Code Enforcement and Natural Resource Planning as required. Other related duties may be assigned by the Director.

Job Domains

1. Provide exceptional customer service when assisting the public regarding Planning and Zoning related matters.
2. Gather and present data in written and graphic format for use by the Planning and Zoning Department staff.
3. Read and interpret buildings plans, site plans and other relates maps or plans for compliance with County regulations.
4. Process applications for County regulation compliance.

5. Accept applications for Planning Commission and Boards of Adjustment.
6. Manage or provide support for assigned Public Meetings and the associated appointed Boards (with support of P&Z Management Team) to ensure compliance with notice deadlines, equitable assignment of case load to peers, Open Meetings Act requirements, Roberts Rules of Order, board member terms, board member training, etc.
7. Manage Planning Commission meeting and Planning Commission Membership (with support of Planning Director and Deputy Planning Director) to ensure compliance with notice deadlines, Open Meetings Act requirements, Roberts Rules of Order, Planning Commission member terms, Planning Commission member training, etc.
8. Manage and/or provide support for miscellaneous Planning and Zoning meetings.
9. Submit Agenda Items to the County Commission as necessary to fulfill position duties.
10. Provide oversite P&Z Administrative Assistants and the application intake process for the Planning and Zoning Department.
11. Schedule and attend Board of Adjustment and Planning Commission meetings.
12. Review development proposals for compliance with historic district design standards.
13. Schedule and attend meeting of the Architectural Review Board (ARB).
14. Prepare maps as needed.
15. Perform research for various planning projects.
16. May support Code Enforcement and Natural Resource Planning as required.
17. Other duties assigned by the Director and County Administrator.

Knowledge, Skills, and Abilities

1. Ability to read and analyze building plans and site plans.
2. Ability to understand and apply County regulations in the review of plans.
3. Strong interpersonal and communication skills.
4. Strong technical writing skills.
5. High proficiency in the use computer software including current versions of Microsoft Office Suite and similar software packages.
6. Basic management skills.

Other Characteristics

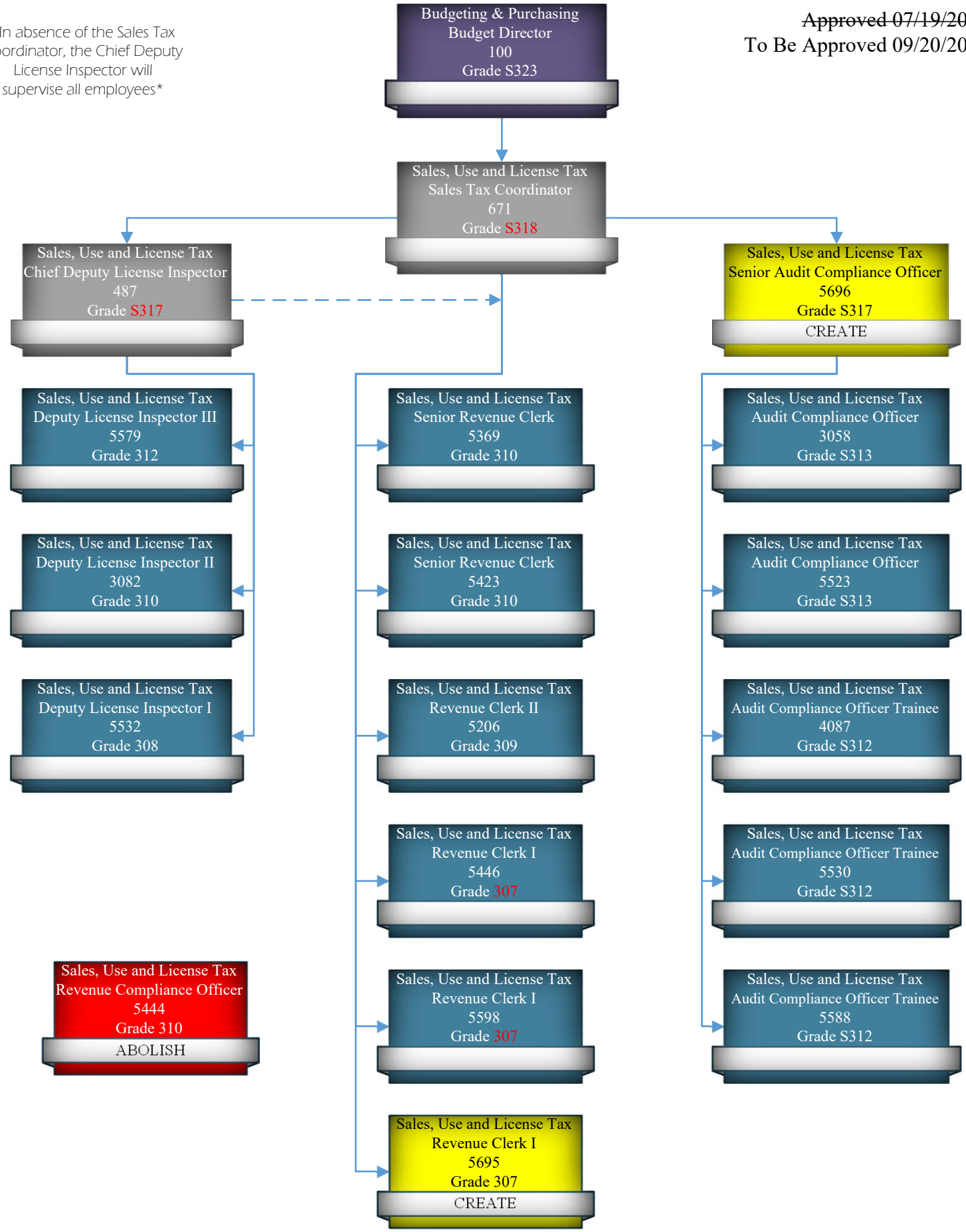
1. Willing to work non-standard hours as necessary.

Minimum Qualifications

1. Batchelor’s degree preferred but not required.
2. Strong attitude and technical aptitude given preference over educational background.
3. Possess a valid driver's license.

~~Approved 07/19/2022~~
To Be Approved 09/20/2022

In absence of the Sales Tax Coordinator, the Chief Deputy License Inspector will supervise all employees



POSITION DESCRIPTON

Title: Chief Deputy License Inspector

Department: Sales, Use & License Tax Department

Job Analysis: September 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Sales, Use & License Tax Coordinator, Budget Director

Subordinate Staff: License Inspector I, License Inspector II, License Inspector III

External Contacts: Taxpayers; Other Government Agencies; General Public

Salary Grade: Classified/Exempt (~~S313~~ S317)

Job Summary

Hires, manages, supervises, and evaluates License Inspectors I's, II's, and III's. Contacts all individuals, firms, or corporations in the County to ensure proper payment of business license fees, mobile home registration fees/sales tax, and enforces the county junkyard resolutions. Inspect for cigarette/tax stamp compliance, video, lease/rental tax compliance, sales and use tax compliance. Monitors proposed legislation as it pertains to business license and manufactured homes. Employee follows established procedures and guidelines in performance of duties but sets own agenda within established perimeters.

Job Domains

1. Responsible for ensuring County receives all license fees through local laws and agreements.
2. Contacts all individuals, firms or corporations doing business in the County to insure all have valid business licenses.
3. Checks business tax license against previous year's list of licensed businesses; notifies delinquent businesses to make proper license payments.
4. Canvasses the County looking for new businesses subject to licenses; gives notices of licenses due; follows up cases to ensure licenses are paid.
5. Make spot checks of business firms to determine whether they have licenses covering all taxable operations carried on, checks for payment of various taxes.
6. Initiates Complaint/Summons of delinquent taxpayers and appears in court as a witness in connection with the court process for restitution. Or, makes the decision of transmitting delinquent business license accounts through the State Department of Revenue for collection.

7. Checks street vendors and other transient vendors to determine if they have obtained licenses.
8. Responsible for inspection of businesses to inform and verify that proper cigarette stamps are being used in Baldwin County.
9. Checks compliance on sales, use, video, and rental/lease taxes.
10. Collection of business license fees, manufactured home registration fees, and sales taxes. ~~collected by the Sales, Use & License Tax Department.~~
11. Supervises the performance of Deputy License Inspectors I's, II's and III's.
12. Works in close coordination with the Sales, Use & License Tax Coordinator.
13. Assists the Sales, Use, and License Tax Coordinator with the evaluations of the employees under their supervision.
14. Conducts seminars and speeches pertaining to business license and manufactured home, when available.
15. Works in close cooperation with the Judge of Probate's Office.
16. All other duties as assigned.

Knowledge, Skills, and Abilities

1. ~~Communication~~ Skills to ~~convey~~ professionally communicate with ~~to~~ the public, to provide clear and concise ~~explanations of County ordinances and regulations in a courteous and tactful manner~~ information as requested.
2. Math skills to compute correctly the maximum amount of fees due to the County that is and is not received through routine collection channels.
3. Basic knowledge of accounting principles.
4. ~~Skills to clearly define to the public the County's codes and ordinances.~~ Research and review current federal, state, county, and city ordinances and recommends revisions to tax revenue laws, rules and regulations.
5. Skills to properly understand state and municipal codes and ordinances and the to convey in daily, routine correspondence from the public.
6. Driving skills to safely operate vehicle while driving.
7. Considerable knowledge of county codes and ordinances.
8. Considerable familiarity with County businesses.
9. Knowledge of Baldwin County geography and streets.
10. Ability to deal with irate citizens.
11. Knowledge of County rules, regulations, policies and procedures.
12. Ability to recognize potential sales tax audits and report findings accordingly.

Essential Physical Abilities

1. Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively.
2. Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials electronic or hard copy form.
3. Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a county vehicle, personal computer, telephone, copier, and other related office equipment.

4. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to maneuver and function in and around ~~an~~ office and field environments.

Other Characteristics

1. Experience in working with the public.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conference workshops, and training sessions as related.

Minimum Qualifications

1. Possess a valid driver's license.
2. Possess a high school diploma or equivalent.
3. Associate Degree in business management or related field; and/or prior training and experience in lieu of college education.
4. Certified Revenue Officer through CROAA and/or Licensing Administration Certification through AATA, and
5. Five (5) years experience in government accounting and collections or any equivalent of work and training experience that provides the knowledge, skills, and abilities necessary to perform the job duties.

POSITION DESCRIPTION

Title: Revenue Clerk I

Department: Sales, Use & License Tax Department

Job Analysis: Sept 2011, Aug 2013, Sept 2017, April 2021, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Sales, Use & License Tax Coordinator

Subordinate Staff: None

Internal Contacts: County employees and elected officials

External Contacts: General Public, City and State Employees, License Departments, Vendors – Local Government and Gov Connect.

Salary Grade: Classified/Non-Exempt (~~306~~ 307)

Job Summary

This position is for the front office and reception area. This position operates data entry equipment to capture alpha and/or numeric data from source and/or imaged documents. Work includes greeting taxpayers, and performing repetitive tasks, and requires customer service skills, accuracy, dexterity, coordination, and concentration in the operation of personal computers. Initially, employees work under close supervision, but as employees progress, they are expected to perform duties in an independent manner. Assignments are received in oral or written form and are reviewed by a supervisor for quality and quantity of work.

Job Domains

1. Assist customers in obtaining proper tax forms and processes new applications.
2. Perform clerical functions as required, including answering phones, preparing correspondence, and retrieving and purging obsolete files.
3. Respond to citizen's questions and comments in a courteous and timely manner.
4. Answer general questions regarding sales and use tax following State of Alabama rules and regulations dealing with sales and use tax collection.
5. Enter and post's transaction data and/or tax data to maintain and update accounts.
6. Perform mail operations such as opening, sending, sorting, and filing.

7. Prepare daily, weekly, monthly, and annual reports as requested by the department coordinator.
8. Verify check with return and processes payment.
9. Balance batches daily and end of month reports.
10. Prepare notices, festival forms, invoices, delinquent notices, and letters according to procedures.
11. Perform entry and maintenance of electronic records and data transactions.
12. Perform follow-up telephone calls on new applications and delinquent accounts including non-sufficient funds checks.
13. Greet the public in a professional, courteous manner when they arrive in the department.
14. Research and make contact on mail that has been returned to the department and notes the accounts.
15. Assist with business license collections, fieldwork and calls as needed.
16. Perform other duties as assigned by the Sales & Use Tax/Business License Inspection Coordinator.

Knowledge, Skills, and Abilities

1. Ability to use mathematical principles to make accurate and rapid calculations.
2. Ability to accurately prepare, process, sort and file a variety of forms, reports, records, and documents.
3. Ability to establish and maintain effective working relationships with other employees and the public.
4. Ability to read, comprehend, and follow oral and written instructions.
5. Knowledge and ability to follow and apply departmental rules, regulations, procedures, and functions.
6. Ability to keep information confidential due to content of documents being handled.
7. Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions.
8. Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology.
9. Ability to handle multiple tasks simultaneously to include being able to be interrupted and return to work immediately and prioritizing work as needed to answer the telephone, provide information to callers and coworkers, handle complaints from the public and ensure that all tasks are completed within time limits.
10. Ability to handle large sums of money (checks and cash) and make computations quickly and accurately as needed to verify daily cash and check receipts, make deposits, balance reports, and to analyze and look for discrepancies in master listings.
11. Skills in math to include the addition, subtraction, multiplication and division of whole numbers and decimals as needed to count money, balance cash receipts, calculate percentage of taxes due, make change rapidly and accurately and calculate fees, taxes, penalties and interest.
12. Knowledge of modern office practices, procedures, and equipment.
13. Ability to research and understand transactions on accounts and how to correct if needed.
14. Knowledge of Word, Excel, Access, Power Point and Organizer.
15. Knowledge of billing and collection software.

Other Characteristics

1. Willing to work overtime, nonstandard hours, weekends, and holidays as required, to complete work assignments.
1. Willing to travel out of County as needed.
2. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.
3. Confidentiality is a must due to the nature of information handled.

Minimum Qualifications

1. High school diploma or equivalent.
2. Two (2) years accounting experience.
3. Accounts Receivable and Accounts Payable experience desired.
4. Experience with computerized accounting systems desired.
5. Experience in service orientated field with heavy customer service preferred.
6. Possess valid driver's license.
7. Ability to attain Certified County Revenue officer through County Revenue Officers Association of Alabama (CROAA).

POSITION DESCRIPTION

Title:	Sales, Use & License Tax Coordinator
Department:	Sales, Use & License Tax Department
Job Analysis:	September 2011, September 2017, May 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Budget Director
Subordinate Staff:	Chief Deputy License Inspector, Deputy License Inspector I, II & III, Senior Audit Compliance Officer, Audit Compliance Officer, Audit Compliance Officer Trainee, Revenue Clerk I & II, Senior Revenue Clerk
External Contacts:	General Public, Taxpayers, Other Government Agencies, Legal Representatives
Salary Grade:	Classified/Exempt (~~S317~~ S318)

Job Summary

This is responsible supervisory work involving responsibility for managing the compliance, collection, and enforcement of one or more of the state's revenue laws, business license and registration fees. Employees in this class are responsible for directing and supervising a staff of revenue examiners, license inspectors, and clerical staff engaged in the processing, audit selection, examination, and collection of taxes and fees. Work involves responsibility for reviewing and assigning tax and fee examination/collection cases, conducting informal hearings with taxpayers or their representative in contested cases, reviewing finished examination reports for accuracy and compliance with the law.

Job Domains

1. Performs county revenue administrative functions, including, but not limited to, investigations, audits, inspections, and consultations with businesses and taxpayers.
2. Investigates any complaints and/or reports rendered by various sources on problem accounts or businesses; testifies in court as required.
3. Performs audits on records for compliance and timely reporting of taxes.
4. Inspects businesses to ensure proper tax and business license compliance.
5. Provides consultations with taxpayers to address any problems or concerns and provides an explanation of local laws, county policies and procedures.

6. Administers administrative hearings to ensure compliance and payment of taxes; initiates advisory procedures for noncompliance.
7. Provides interpretation for enforcement of state and federal rules, regulations, and tax laws.
8. Analyzes data and compiles detailed and accurate reports of information on taxation and revenue as required.
9. Directs the collection, receipt, deposit, and distribution of revenue, and the enforcement of applicable tax laws, and license registration fees.
10. Plans, develops, and implements department's budget.
11. Plans, develops, and directs appropriate plans, policies, procedures, rules, and regulations in accordance with federal, state, county, and municipal tax laws.
12. Directs the accounting, collection, audit, and enforcement of revenue tax codes and applicable license and registration fees ensures the proper recording of applicable taxes in addition to all federal, state, and city taxes due the county.
13. Researches and reviews current federal, state, county, and city ordinances and recommends revisions to tax revenue laws.
14. Provides direction in the prosecution of persons in violation of the tax laws and the defense of tax suits brought by persons against the county.
15. Plans, develops, and implements department goals, objectives, and strategies.
16. Provides leadership and direction for subordinate employees; selects, assigns, and conducts performance reviews.
17. Provides advice and recommendations to the Budget Director, County Commissioners, School Board, and various boards of the county concerning matters pertinent to revenues.
18. Keeps the Budget Director and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems.
19. Attends meetings, conferences, workshops, and training sessions and reviews publications and audiovisual materials to become and remain current on principles, practices, and new developments in assigned work areas.
20. Responds to citizens' questions and comments in a courteous and timely manner.
21. Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of county operations and activities.
22. Performs other directly related duties consistent with the role and function of this position.
23. Participates in conferences with departmental superiors in the discussion of policy and procedures; gives advice relating to technical tax issues.
24. Exchanges tax information with local governmental agencies, other state revenue agencies, and the federal government.
25. Trains supervisory and professional personnel in departmental procedures in the central office as well as the field.
26. Makes presentations to tax professionals, various government representatives and other interested groups.
27. Develops forms and procedures to expedite workflow; initiates data processing requests for system changes; adapts departmental procedures to change resulting from new tax legislation and/or court rulings.
28. Conducts informal hearings for tax cases that are protested.
29. Responsible for the evaluations of all employees under his/her supervision.
30. All other duties as assigned.

Knowledge, Skills, and Abilities

1. Comprehensive knowledge of principles and practices of government operations.
2. Comprehensive knowledge of all applicable tax laws, regulations, and procedures.
3. Comprehensive knowledge of generally accepted accounting procedures.
4. Substantial knowledge of modern office practices and procedures.
5. Substantial knowledge of general management principles.
6. Ability to comprehend, interpret, and apply tax laws, rules, and collection procedures.
7. Ability to review and understand complex audit reports and make determinations regarding procedures and problems.
8. Ability to develop, evaluate, and install revisions to established revenue collection policies and procedures.
9. Ability to set goals and develop an action plan to achieve them within short-term, intermediate-term, and long-term operational periods.
10. Ability to organize and prioritize work, establish and maintain appropriate organizational structure and to delegate authority to accomplish goals and objectives.
11. Ability to direct, motivate, and lead subordinates.
12. Ability to evaluate new circumstances and apply prior experience and knowledge with good judgment.
13. Ability to establish and maintain effective working relationships with elected officials, county and city departments, employees, business owners, and the general public.
14. Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language.
15. Ability to understand and follow oral and/or written policies, procedures, and instructions.
16. Ability to prepare and present accurate and reliable reports containing findings and recommendations in a logical manner.
17. Ability to operate a personal computer using standard or customized software applications appropriate to assigned tasks.
18. Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions.
19. Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines.
20. Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology.
21. Integrity, ingenuity, and inventiveness in the performance of assigned tasks.

Essential Physical Abilities

1. Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively.
2. Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials electronic or hard copy form.
3. Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a county vehicle, personal computer, telephone, copier, and other related office equipment.

4. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to maneuver and function in and around an office environment.

Other Characteristics

1. Willing to work overtime, nonstandard hours, weekends, and holidays as required to complete work assignments.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

Minimum Qualifications

1. Bachelor's degree in Business Management, Finance or Accounting
2. Certification from CROAA or Certified Revenue Examiner; and
3. Extensive experience in government accounting and collection; or
4. Any equivalent combination of experience and training that provides the knowledge, skills, and abilities necessary to perform the work.
5. Possess valid driver's license and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Senior Audit Compliance Officer
Department:	Sales, Use & License Tax Department
Job Analysis:	September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Sales, Use & License Tax Coordinator
Subordinate Staff:	Audit Compliance Officer, Audit Compliance Officer Trainee
Internal contacts:	County employees and elected officials
External contacts:	General Public, Taxpayers, Other Government Agencies, Legal Representatives
Status:	Classified/Exempt (S317)

Job Summary

Hires, manages, supervises, and evaluates Audit Compliance Officers and Audit Compliance Officer Trainees. The principal function of this position involves performing complex auditing and enforcement work relating to the state and county tax laws, rules, regulations, and knowledge of court cases. This is advanced and highly technical professional audit work in the examination of taxpayers' returns and records for compliance with state, county, and federal tax laws. Employees in this position perform highly technical auditing work in the field or office in the enforcement of Alabama's tax laws. This position assists subordinate staff with auditing business records and collection of all taxes and fees collected by Baldwin County Sales, Use & License Tax Department, while also performing audits of their own. Public contacts are an important feature of this work and employees must be able to deal independently with the public in situations which may be controversial. Work is performed independently within policy and applicable laws and is reviewed by department manager for compliance with applicable tax laws and departmental procedures.

Job Domains

1. Works in close coordination with the Sales, Use, & License Tax Coordinator.
2. Assists the Sales Tax Coordinator with the evaluations of all employees under their supervision.
3. Examine sales records/invoices, rental contracts or agreements, purchase journals/invoices, general ledgers, contracts, invoices, electronic records, financial statements and income tax returns of retail, manufacturing, or contractors and service industries concerns to verify the

accuracy of taxes submitted to the County. Assists subordinate staff with same.
4. Perform audits for cities that have entered an audit contract with Baldwin County. Foreign audits are conducted by the auditor when the business is located outside of Baldwin County and the State of Alabama utilizing the electronic method.
5. Investigate any complaints and/or reports rendered by various sources on problem accounts or businesses; attends Tax Tribunal hearings and testifies in any court as required.
6. Perform audits on records for compliance and timely reporting of taxes.
7. Provide interpretation for enforcement of state and federal rules, regulations, and tax laws.
8. Attend meetings, conferences, workshops, and training sessions and reviews publications and audiovisual materials to become and remain current on principles, practices, and new developments in assigned work areas.
9. Conduct meetings, as needed, to educate subordinate staff.
10. Meet with taxpayers one on one basis, if requested.
11. Respond to citizen's questions and comments in a courteous and timely manner.
12. Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of county operations and activities.
13. Review building permit reports, personal property reports, tax abatements, and also communicates with Baldwin County municipalities through reciprocal agreements to enforce compliance and maximize revenue.
14. Perform other directly related duties consistent with the role and function of this position.
15. Research and review current federal, state, county, and city ordinances and recommends revisions to tax revenue laws.
16. Inspect businesses to ensure proper tax and business license compliance.
17. Advise taxpayers of legal matters, accounting techniques, and record keeping requirements to facilitate tax enforcement
18. Interpret revenue laws, regulations, and court decisions to assist taxpayers and taxpayers' representatives with inquires as to requirements for compliance with tax and business license laws.
19. Perform collection process of taxes and fees as established by current guidelines of the Sales, Use & License Tax Department.
20. Utilize all resources available to ensure businesses are in compliance with any and all tax laws of the State of Alabama.
21. All other duties as assigned.

Knowledge, Skills, and Abilities

1. Ability to interact with subordinate staff to provide support, instruction, and directives.
2. Comprehensive knowledge of principles and practices of government operations.
3. Comprehensive knowledge of all applicable tax laws, regulations, and procedures.
4. Comprehensive knowledge of generally accepted accounting procedures.
5. Ability to comprehend, interpret, and apply tax laws, rules, and collection procedures.
6. Ability to evaluate new circumstances and apply prior experience and knowledge with good judgment.
7. Ability to establish and maintain effective working relationships with elected officials, county and city departments, employees, business owners, and the general public.
8. Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language.

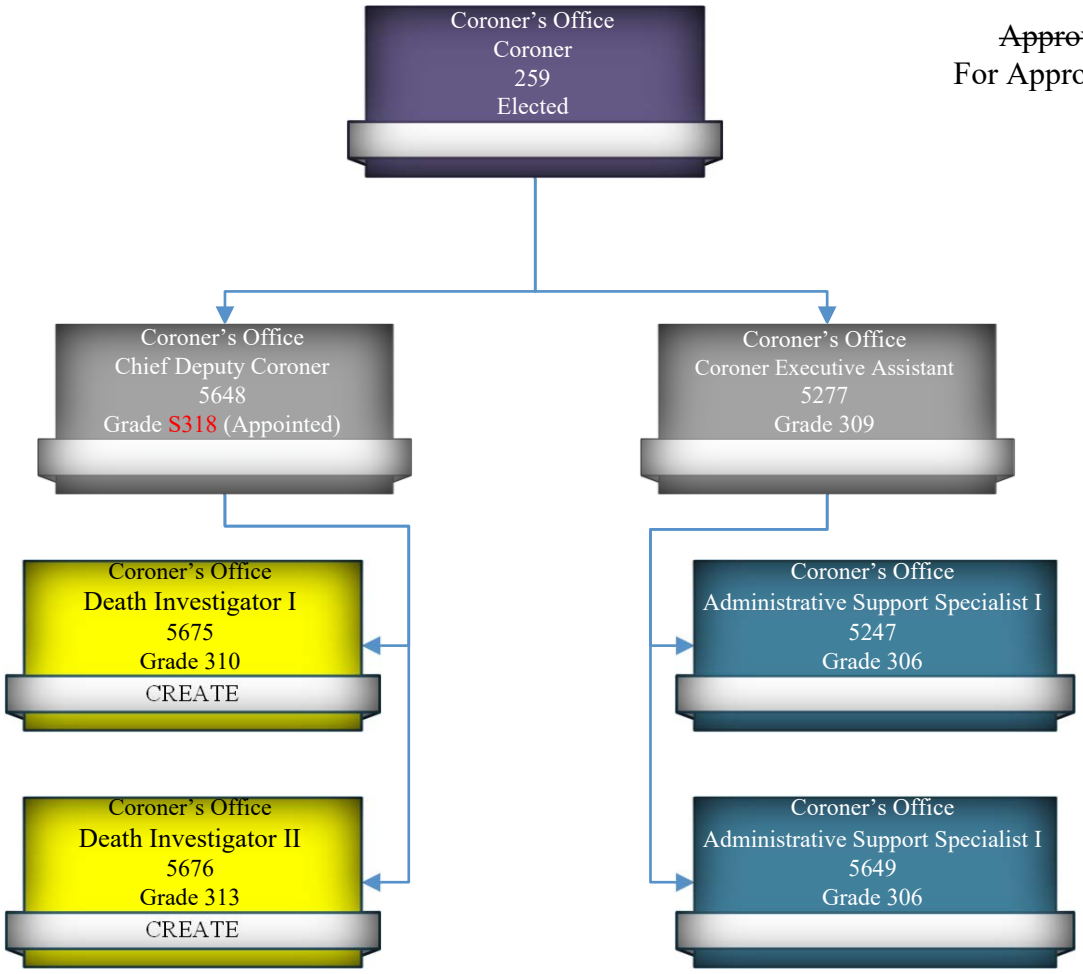
9. Ability to understand and follow oral and/or written policies, procedures, and instructions.
10. Ability to prepare and present accurate and reliable reports containing findings and recommendations in a logical manner.
11. Ability to operate a personal computer using standard or customized software applications appropriate to assigned tasks.
12. Verbal skills to communicate effectively with management, other employees, professionals, and the public in a courteous and tactful manner, with or without accommodation.
13. Ability to read and scan a wide variety of materials electronic or hard copy form, with or without accommodation.
14. Skills in the operation of a computer terminal with sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a personal computer, telephone, copier, and other related office equipment.
15. Ability to maneuver and function in and around an office environment, with or without accommodation.

Other Characteristics

1. Willing to work nonstandard hours as necessary.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.
4. Confidentiality is a must due to the nature of information handled.

Minimum Qualifications

1. Possess valid driver's license and be insurable by the County’s insurance standards.
2. Bachelor’s degree in Accounting, Business Management or Finance.
3. Minimum two (2) years professional experience in auditing and accounting.
4. Must be certified by Alabama Local Tax Institute of Standards and Training within (2) years of employment.


Coroner's Office
Coroner
259
Elected
Coroner's Office
Chief Deputy Coroner
5648
Grade S318 (Appointed)
Coroner's Office
Coroner Executive Assistant
5277
Grade 309
Coroner's Office
Death Investigator I
5675
Grade 310
CREATE
Coroner's Office
Administrative Support Specialist I
5247
Grade 306
Coroner's Office
Death Investigator II
5676
Grade 313
CREATE
Coroner's Office
Administrative Support Specialist I
5649
Grade 306

POSITION DESCRIPTION

Title: Chief Deputy Coroner

Department: Coroner's Office

Job Analysis: November 2021, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Coroner

Subordinate Staff: Coroner's Office employees in absence of the Coroner

Internal Contacts: General Public, Public Officers, and Co-workers

Status: Appointed/Exempt (~~S312~~ S318)

Job Summary

The Chief Deputy Coroner works at the discretion of the Coroner. The Chief Deputy will assist in overseeing operations of the Coroner's Office and serve as Command Staff in the absence of the Coroner.

Job Domains

1. Direct medical record review, report writing, and training of Deputy Coroners.
2. Sign cremation permits and death certificates in the absence of the Coroner.
3. Addresses community groups, schools, and other audiences about the functions of the office, as directed.
4. Assist in budget preparation and/or management.
5. Implement, oversee, and improve agency platform, software, or case management systems.
6. Competent and well versed in the duties and responsibilities of the Deputy Coroners.
7. Any other duties as assigned by the Coroner.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Must have basic computer skills for data entry and using Microsoft Word.
2. Knowledge of death investigation protocol, procedures, and standards and the legal/policy requirements for the processing of evidence.
3. Knowledge of related accreditation and certification requirements.
4. Knowledge of cameras and photographic procedures.

5. Knowledge of the procedures involved in detecting, analyzing, and interpreting signs and symptoms of trauma and other physical conditions.
6. Skills in the planning, carrying out, and documentation of investigations.
7. Skill in identifying traumatic wounds.
8. Interpret and comply with laws and regulations governing investigation.
9. Establish and maintain cooperative work relationships with a variety of individuals and agencies.
10. Ability to be available for irregular shift work and shift rotations necessary to provide service 24 hours a day, 365 days a year, including weekends and holidays.
11. Ability to operate on a scheduled 24 hour, on call basis.
12. Ability to understand medical/forensic information and terminology.
13. Ability to understand and follow complex detailed technical instructions.
14. Ability to write reports containing technical information.
15. Ability to communicate technical information to non-technical personnel.
16. Ability to maintain quality, safety, and infection control standards.
17. Ability to investigate and analyze information and draw conclusions.
18. Ability to search records, interview individuals, develop case histories, interpret findings, and draw persuasive conclusions from that evidence.
19. Ability to maintain emotional stability to cope with human suffering, emergencies, and other stressors.
20. Ability to establish and maintain effective working relationships with family members, medical officials, representatives of law enforcement and court systems.
21. Ability to read, write, speak, understand, and communicate in English to perform the duties of this position.
22. Ability to make oral presentations before various groups, including giving testimony in hearings and court cases.
23. Run analytical reports, interpret reports, and provide valuable feedback for performance improvement.
24. Implement new or existing systems such as software, case management or other procedural processes.
25. Improve systems for efficiency.

Physical Characteristics

1. Must have acceptable eyesight to perform investigator duties.
2. Must have appropriate oral communications skills to effectively use, telephone, radio, and in public contacts.
3. Must be able to sit, stand, or travel for long periods of time.
4. Must be able to negotiate up and down stairs and on rough and/or uneven terrain.
5. Must be able to travel to and from various work sites by car.
6. Must be able to bend, stoop, stretch, twist, reach, kneel, crawl, squat, climb, and balance.
7. Must be able to lift, carry, drag, or push an average body weight of 100 to 200 lbs. or more, both alone and with help.
8. Must be able to climb ladders or stairs or climb up to and down from higher levels using unconventional methods.
9. Must be able to work in hazardous or dangerous work area situations.
10. Must have fine and gross motor skills; hand dexterity; full use of fingers, hands, and arms; and good grip strength to perform investigative duties.

11. Must be capable of working under stressful conditions.
12. Must have good cognitive skills and awareness of work accuracy.
13. Must have the ability to concentrate on more than one task at a time, and to make independent decisions.

Other Characteristics

1. Must dress appropriately and professionally and be prepared for all types of weather.
2. Must participate in written knowledge evaluation.
3. Must sign confidentiality waiver.
4. Must pass criminal/driving background check.
5. Must commit to the call schedule on a monthly basis.
6. Per Alabama statues- Must be at least 25 years old and a resident of Baldwin County for at least one year prior to appointment.

Minimum Qualifications

1. Possession of valid driver's license and be insurable by the County's insurance standards.
2. Possession of or ability to obtain within two (2) years from date of appointment, a Medicolegal Death Investigator Certification from ABMDI.
3. Any combination of forensic experience and training that would likely provide the required knowledge and ability is qualifying.
4. Professional certification or licensure in one of the following fields is preferred: ABMDI (American Board of Medicolegal Death Investigators), law enforcement, nursing, radiology, EMT/Paramedic, or any forensic concentration OR Bachelor's Degree in Medical Science, Criminal Justice, or Forensic Science

POSITION DESCRIPTION

Title: Death Investigator I

Department: Coroner's Office

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Coroner, Chief Deputy Coroner

Subordinate Staff: None

Internal Contacts: Commission Staff

External Contacts: General Public, Public Officers

Status: Classified/Non-Exempt (310)

Job Domains

1. Travels to the scene of homicides, suicides, accidental, questionable, and or unattended deaths as required, on behalf of the office of the Coroner, in accordance with established call schedule.
2. Conducts a systematic scene investigation, to assist with determining the cause and manner of death. Understands the difference between jurisdictional and referral referred death investigations and the responsibilities that each requires.
3. Takes custody of the remains in accordance with the prescribed protocol and procedure. Performs initial on scene examination of the remains, takes photographs, and collects information relevant or related to the cause and manner of death. Conducts external examination of bodies and collects body fluids for the purposes of toxicology testing as may be required in individual cases.
4. Conducts joint investigations with law enforcement agencies and in conjunction with County, State and Federal Agencies, to determine the cause and manner of death. Collects data and prepares reports on death investigations in accordance with pre-established policies and procedures ensuring accuracy and completeness of information.
5. Conducts follow up investigations that may be assigned. Practices appropriate safety, environmental and or infectious control methods. Establishes the identity of the deceased decedent and notifies the legal next of kin in accordance with established policies and procedures. Oversees and assists with the removal of remains to the attending funeral home and/or morgue facility for the purposes of a forensic examination.

6. Occasionally attends and provides evidence/testimony at pre-trial and/or court hearings, as may be required in individual cases.
7. In the absence of the Coroner and Chief Deputy Coroner, determines any attending physician and his or her willingness to sign the Death Certificate.
8. Addresses community groups, schools, and other audiences about the functions of the office, as directed.
9. Any other duties as assigned by the Chief Deputy or the Coroner.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Must have basic computer skills for data entry and using Microsoft Word.
2. Knowledge of death investigation protocol, procedures and standards and the legal/policy requirements for the processing of evidence.
3. Knowledge of related accreditation and certification requirements.
4. Knowledge of cameras and photographic procedures.
5. Knowledge of the procedures involved in detecting, analyzing and interpreting signs and symptoms of trauma and other physical conditions.
6. Skills in the planning, carrying out and documentation of investigations.
7. Skill in identifying traumatic wounds.
8. Interpret and comply with laws and regulations governing investigation.
9. Establish and maintain cooperative work relationships with a variety of individuals and agencies.
10. Ability to be available for irregular shift work and shift rotations necessary to provide service 24 hours a day, 365 days a year, including weekends and holidays.
11. Ability to operate on a scheduled 24 hour, on call basis.
12. Ability to understand medical/forensic information and terminology.
13. Ability to understand and follow complex detailed technical instructions.
14. Ability to write reports containing technical information.
15. Ability to communicate technical information to non-technical personnel.
16. Ability to maintain quality, safety, and infection control standards.
17. Ability to investigate and analyze information and draw conclusions.
18. Ability to search records, interview individuals, develop case histories, interpret findings, and draw persuasive conclusions from that evidence.
19. Ability to maintain emotional stability to cope with human suffering, emergencies, and other stressors.
20. Ability to establish and maintain effective working relationships with family members, medical officials, representatives of law enforcement and court systems.
21. Ability to read, write, speak, understand, and communicate in English to perform the duties of this position.
22. Ability to make oral presentations before various groups, including giving testimony in hearings and court cases.

Physical Characteristics

1. Must have acceptable eyesight to perform investigator duties.

2. Must have appropriate oral communications skills to effectively use, telephone, radio, and in public contacts.
3. Must be able to sit, stand, or travel for long periods of time.
4. Must be able to negotiate up and down stairs and on rough and/or uneven terrain.
5. Must be able to travel to and from various work sites by car.
6. Must be able to bend, stoop, stretch, twist, reach, kneel, crawl, squat, climb, and balance.
7. Must be able to lift, carry, drag, or push an average body weight of 100 to 200 lbs. or more, both alone and with help.
8. Must be able to climb ladders or stairs or climb up to and down from higher levels using unconventional methods.
9. Must be able to work in hazardous or dangerous work area situations.
10. Must have fine and gross motor skills; hand dexterity; full use of fingers, hands, and arms; and good grip strength to perform investigative duties.
11. Must be capable of working under stressful conditions.
12. Must have good cognitive skills and awareness of work accuracy.
13. Must have the ability to concentrate on more than one task at a time, and to make independent decisions.

Other Characteristics

1. Must dress appropriately and professionally and be prepared for all types of weather.
2. Must participate in written knowledge evaluation.
3. Must sign confidentiality waiver.
4. Must pass criminal/driving background check.
5. Must commit to the call schedule on a monthly basis.
6. Per Alabama statues- Must be at least 25 years old and a resident of Baldwin County for at least one year prior to appointment.

Minimum Qualifications

1. Possession of valid driver’s license and be insurable by the County’s insurance standards.
2. Possession of or ability to obtain within two (2) years from date of appointment, a Medicolegal Death Investigator Certification from ABMDI.
3. At least three (3) months experience as a Deputy Coroner Trainee
4. Any combination of forensic experience and training that would likely provide the required knowledge and ability is qualifying.
5. Professional certification or licensure in one of the following fields is preferred: ABMDI (American Board of Medicolegal Death Investigators), law enforcement, nursing, radiology, EMT/Paramedic, or any forensic concentration OR Bachelor's Degree in Medical Science, Criminal Justice, or Forensic Science

POSITION DESCRIPTION

Title: Death Investigator II

Department: Coroner's Office

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Coroner, Chief Deputy Coroner

Subordinate Staff: None

Internal Contacts: Commission Staff

External Contacts: General Public, Public Officers

Status: Classified/Non-Exempt (313)

Job Domains

1. Travels to the scene of homicides, suicides, accidental, questionable, and or unattended deaths as required, on behalf of the office of the Coroner, in accordance with established call schedule.
2. Conducts a systematic scene investigation, to assist with determining the cause and manner of death. Understands the difference between jurisdictional and referral referred death investigations and the responsibilities that each requires.
3. Takes custody of the remains in accordance with the prescribed protocol and procedure. Performs initial on scene examination of the remains, takes photographs, and collects information relevant or related to the cause and manner of death. Conducts external examination of bodies and collects body fluids for the purposes of toxicology testing as may be required in individual cases.
4. Conducts joint investigations with law enforcement agencies and in conjunction with County, State and Federal Agencies, to determine the cause and manner of death. Collects data and prepares reports on death investigations in accordance with pre-established policies and procedures ensuring accuracy and completeness of information.
5. Conducts follow up investigations that may be assigned. Practices appropriate safety, environmental and or infectious control methods. Establishes the identity of the deceased decedent and notifies the legal next of kin in accordance with established policies and procedures. Oversees and assists with the removal of remains to the attending funeral home and/or morgue facility for the purposes of a forensic examination.

6. Occasionally attends and provides evidence/testimony at pre-trial and/or court hearings, as may be required in individual cases.
7. In the absence of the Coroner and Chief Deputy Coroner, determines any attending physician and his or her willingness to sign the Death Certificate.
8. Addresses community groups, schools, and other audiences about the functions of the office, as directed.
9. Any other duties as assigned by the Chief Deputy or the Coroner.
10. Coordinate / Oversee daily response activity ensuring accuracy and quality of work while providing support to investigative staff.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Must have basic computer skills for data entry and using Microsoft Word.
2. Knowledge of death investigation protocol, procedures and standards and the legal/policy requirements for the processing of evidence.
3. Knowledge of related accreditation and certification requirements.
4. Knowledge of cameras and photographic procedures.
5. Knowledge of the procedures involved in detecting, analyzing and interpreting signs and symptoms of trauma and other physical conditions.
6. Skills in the planning, carrying out and documentation of investigations.
7. Skill in identifying traumatic wounds.
8. Interpret and comply with laws and regulations governing investigation.
9. Establish and maintain cooperative work relationships with a variety of individuals and agencies.
10. Ability to be available for irregular shift work and shift rotations necessary to provide service 24 hours a day, 365 days a year, including weekends and holidays.
11. Ability to operate on a scheduled 24 hour, on call basis.
12. Ability to understand medical/forensic information and terminology.
13. Ability to understand and follow complex detailed technical instructions.
14. Ability to write reports containing technical information.
15. Ability to communicate technical information to non-technical personnel.
16. Ability to maintain quality, safety, and infection control standards.
17. Ability to investigate and analyze information and draw conclusions.
18. Ability to search records, interview individuals, develop case histories, interpret findings, and draw persuasive conclusions from that evidence.
19. Ability to maintain emotional stability to cope with human suffering, emergencies, and other stressors.
20. Ability to establish and maintain effective working relationships with family members, medical officials, representatives of law enforcement and court systems.
21. Ability to read, write, speak, understand, and communicate in English to perform the duties of this position.
22. Ability to make oral presentations before various groups, including giving testimony in hearings and court cases.

Physical Characteristics

1. Must have acceptable eyesight to perform investigator duties.
2. Must have appropriate oral communications skills to effectively use, telephone, radio, and in public contacts.
3. Must be able to sit, stand, or travel for long periods of time.
4. Must be able to negotiate up and down stairs and on rough and/or uneven terrain.
5. Must be able to travel to and from various work sites by car.
6. Must be able to bend, stoop, stretch, twist, reach, kneel, crawl, squat, climb, and balance.
7. Must be able to lift, carry, drag, or push an average body weight of 100 to 200 lbs. or more, both alone and with help.
8. Must be able to climb ladders or stairs or climb up to and down from higher levels using unconventional methods.
9. Must be able to work in hazardous or dangerous work area situations.
10. Must have fine and gross motor skills; hand dexterity; full use of fingers, hands, and arms; and good grip strength to perform investigative duties.
11. Must be capable of working under stressful conditions.
12. Must have good cognitive skills and awareness of work accuracy.
13. Must have the ability to concentrate on more than one task at a time, and to make independent decisions.

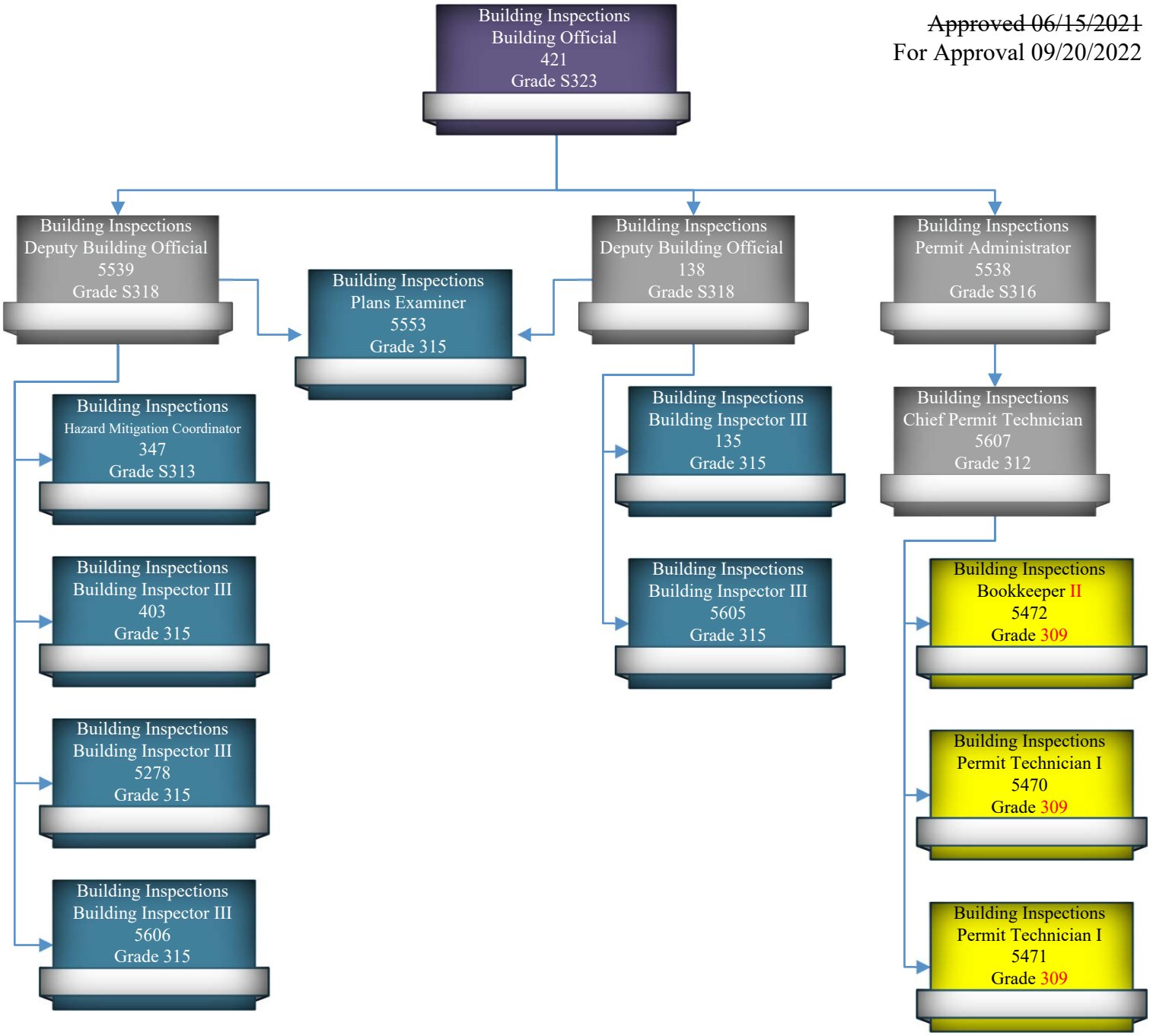
Other Characteristics

1. Must dress appropriately and professionally and be prepared for all types of weather.
2. Must participate in written knowledge evaluation.
3. Must sign confidentiality waiver.
4. Must pass criminal/driving background check.
5. Must commit to the call schedule on a monthly basis.
6. Per Alabama statues- Must be at least 25 years old and a resident of Baldwin County for at least one year prior to appointment.

Minimum Qualifications

1. Possession of valid driver’s license and be insurable by the County’s insurance standards.
2. Possession of or ability to obtain within two (2) years from date of appointment, a Medicolegal Death Investigator Certification from ABMDI.
3. At least two (2) years as a Deputy Investigator I or combination of previous death investigator experience totaling four (4) years.
4. Any combination of forensic experience and training that would likely provide the required knowledge and ability is qualifying.
5. Professional certification or licensure in one of the following fields is preferred: ABMDI (American Board of Medicolegal Death Investigators), law enforcement, nursing, radiology, EMT/Paramedic, or any forensic concentration OR Bachelor's Degree in Medical Science, Criminal Justice, or Forensic Science.

~~Approved 06/15/2021~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Bookkeeper II

Department: Building Inspection

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official, Permit Administrator, Chief Permit Technician

Subordinate Staff: None

Internal Contacts: Members of Building Inspection Department, County Employees

External Contacts: Contractors, Architects, Engineers, Surveyors, General Public

Status: Classified/Non-Exempt (309)

Job Summary

Greet public, answer questions concerning building code requirements and flood zone requirements, refer code questions to appropriate staff members, review permit applications and all required documents, verify contractor licenses, issue permits (building, electrical, mechanical, plumbing, etc.), maintain all filing systems, perform file searches when needed.

Job Domain

A. Permitting

1. Review permit applications and all required documents
2. Verify that contractors are state licensed; if not, give appropriate information.
3. Verify construction plans are signed and stamped by an Alabama architect or engineer and designed to the proper building code
4. Issue all building, electrical, mechanical & plumbing permits to licensed contractors.
5. Make copy of building permits issued for public review.
6. Maintain a running list of all permits issued for each month.
7. Maintain filing system, purge files, and perform file searches when needed.
8. Schedule daily inspections.
9. Issue Certificates of Occupancy.
10. Assist inspectors and other staff members with Stop Work Orders and Unsafe Nuisance Abatement cases.

B. Accounting

1. Maintain reports on a daily basis.
2. Make sure reports, permits, and money collected all match.
3. Make bank deposits on a weekly basis.
4. Compile month end permit reports, all permit totals should match.

C. Bookkeeping

1. Responsible for all bookkeeping for the department.
2. Performs audits on all permit payments and deposits.
3. Responsible for compiling monthly and annual reports for the Building Official and Commissioners.
4. Responsible for maintaining historical records and backups of all reports.

D. Flood Records

1. When an Elevation Certificates is received, make sure all pertinent information is correct and assign to the responsible staff member.
2. Maintain and organize FEMA flood maps (FIRM's).
3. Ensure flood files are maintained as required by FEMA.

E. Miscellaneous

1. Must maintain all continuing education requirements.
2. Use of a two-way radio system.
3. Able to type and use computer.
4. Greet and assist public with general permitting questions.
5. Answer telephone and emails, return calls and emails in a timely manner.
6. Receive, open, and sort incoming mail.
7. Assist Building Official, Deputy Building Official, Building Inspectors, Plans Examiner, Hazard Mitigation Coordinator, Permit Administrator, and Chief Permit Technician when needed.

Minimum Qualifications

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County.
3. Must be willing to be assigned to a different office location other than the regular workstation as needed.
4. High School Diploma or GED required. College degree preferred.
5. Minimum two (2) years' experience in clerical, administrative, or secretarial field. (Associates degree in business may substitute for one (1) year of experience.)
6. Must have or achieve proficiency in Microsoft Office programs.
7. 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: Permit Technician I

Department: Building Inspection

Job Analysis: Nov 2011, Oct 2019, June 2020, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official, Permit Administrator, Chief Permit Technician

Subordinate Staff: None

Internal Contacts: Members of Building Inspection Department, County Employees

External Contacts: Contractors, Architects, Engineers, Surveyors, General Public

Status: Classified/Non-Exempt (~~306~~ 309)

Job Summary

Greet public, answer questions concerning building code requirements and flood zone requirements, refer code questions to appropriate staff members, review permit applications and all required documents, verify contractor licenses, issue permits (building, electrical, mechanical, plumbing, etc.), maintain all filing systems, perform file searches when needed.

Job Domain

A. Permitting

1. Review permit applications and all required documents
2. Verify that contractors are state licensed; if not, give appropriate information.
3. Verify construction plans are signed and stamped by an Alabama architect or engineer and designed to the proper building code
4. Issue all building, electrical, mechanical & plumbing permits to licensed contractors.
5. Make copy of building permits issued for public review.
6. Maintain a running list of all permits issued for each month.
7. Maintain filing system, purge files, and perform file searches when needed.
8. Schedule daily inspections.
9. Issue Certificates of Occupancy.
10. Assist inspectors and other staff members with Stop Work Orders and Unsafe Nuisance Abatement cases.

B. Accounting

1. Maintain reports on a daily basis.
2. Make sure reports, permits, and money collected all match.
3. Make bank deposits on a weekly basis.
4. Compile month end permit reports, all permit totals should match.

C. Flood Records

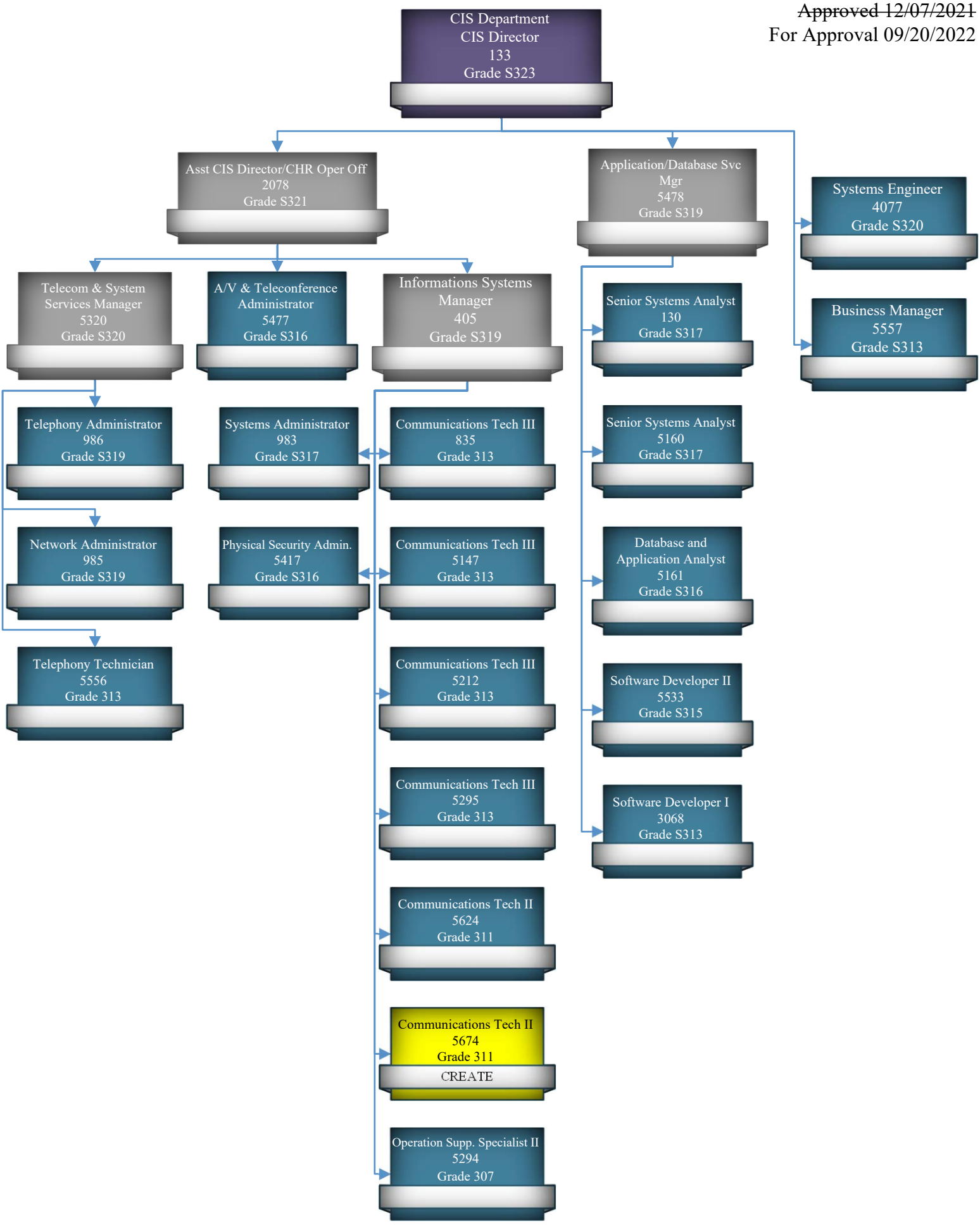
1. When an Elevation Certificates is received, make sure all pertinent information is correct and assign to the responsible staff member.
2. Maintain and organize FEMA flood maps (FIRM's).
3. Ensure flood files are maintained as required by FEMA.

D. Miscellaneous

1. Must maintain all continuing education requirements.
2. Use of a two-way radio system.
3. Able to type and use computer.
4. Greet and assist public with general permitting questions.
5. Answer telephone and emails, return calls and emails in a timely manner.
6. Receive, open, and sort incoming mail.
7. Assist Building Official, Deputy Building Official, Building Inspectors, Plans Examiner, Hazard Mitigation Coordinator, Permit Administrator, and Chief Permit Technician when needed.

Minimum Qualifications

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County.
3. Must be willing to be assigned to a different office location other than the regular workstation as needed.
4. High School Diploma or GED required. College degree preferred.
5. Minimum two (2) years' experience in clerical, administrative, or secretarial field. (Associates degree in business may substitute for one (1) year of experience.)
6. Must have or achieve proficiency in Microsoft Office programs.
   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


CIS Department
CIS Director
133
Grade S323
Asst CIS Director/CHR Oper Off
2078
Grade S321
Application/Database Svc Mgr
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Grade S319
Systems Engineer
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Grade S320
Telecom & System Services Manager
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A/V & Teleconference Administrator
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Grade S316
Informations Systems Manager
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Senior Systems Analyst
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Business Manager
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Grade S313
Telephony Administrator
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Grade S319
Systems Administrator
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Grade S317
Communications Tech III
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Grade 313
Senior Systems Analyst
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Grade S317
Network Administrator
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Grade S319
Physical Security Admin.
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Communications Tech III
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Grade 313
Database and Application Analyst
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Grade S316
Telephony Technician
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Grade 313
Communications Tech III
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Grade 313
Software Developer II
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Grade S315
Communications Tech III
5295
Grade 313
Software Developer I
3068
Grade S313
Communications Tech II
5624
Grade 311
Communications Tech II
5674
Grade 311
CREATE
Operation Supp. Specialist II
5294
Grade 307

~~Approved 3/15/2022~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Mechanic II

Department: Parks Department

Job Analysis: July 2021, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Parks Supervisor, Horticulturist, County Administrator

Subordinate Staff: Shop help assigned by Supervisor

Internal Contacts: Operation Support Specialist II, County Purchasing Officer

External Contacts: Equipment Suppliers, Parts Suppliers, General Public

Status: Classified/Non-Exempt (~~311~~ 312)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel-powered small engines, automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, and replacement of coil, condenser, and breaker points.
2. Removes and disassembles major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors and pumps.
5. Rewires ignition system, lights and instrument panel.
6. Realigns and adjusts brakes, repairs or replaces shock absorbers.
7. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
8. Performs additional repairs as needed.

9. Performs routine maintenance and repairs on bucket trucks as needed.

B. Heavy and Light Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds, and maintains heavy/light construction equipment such as tractors, bat wings, lawn mowers, weed eaters, pressure washers, small engines, etc.
2. Replaces defective engines and subassemblies.
3. Replaces or repairs major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as needed.
6. Tests repaired equipment to ensure operating efficiency.
7. Makes recommendations to supervisor concerning specification requirements for bidding and purchasing of new equipment.
8. Ensures Vehicle / Equipment fleet is kept in safe operational working order.
9. Ensures all Vehicles/Equipment in fleet receive routine maintenance on schedule.
10. Ensures accurate records are maintained for repairs/maintenance performed on all Vehicles/Equipment.

Knowledge, Skills, and Abilities

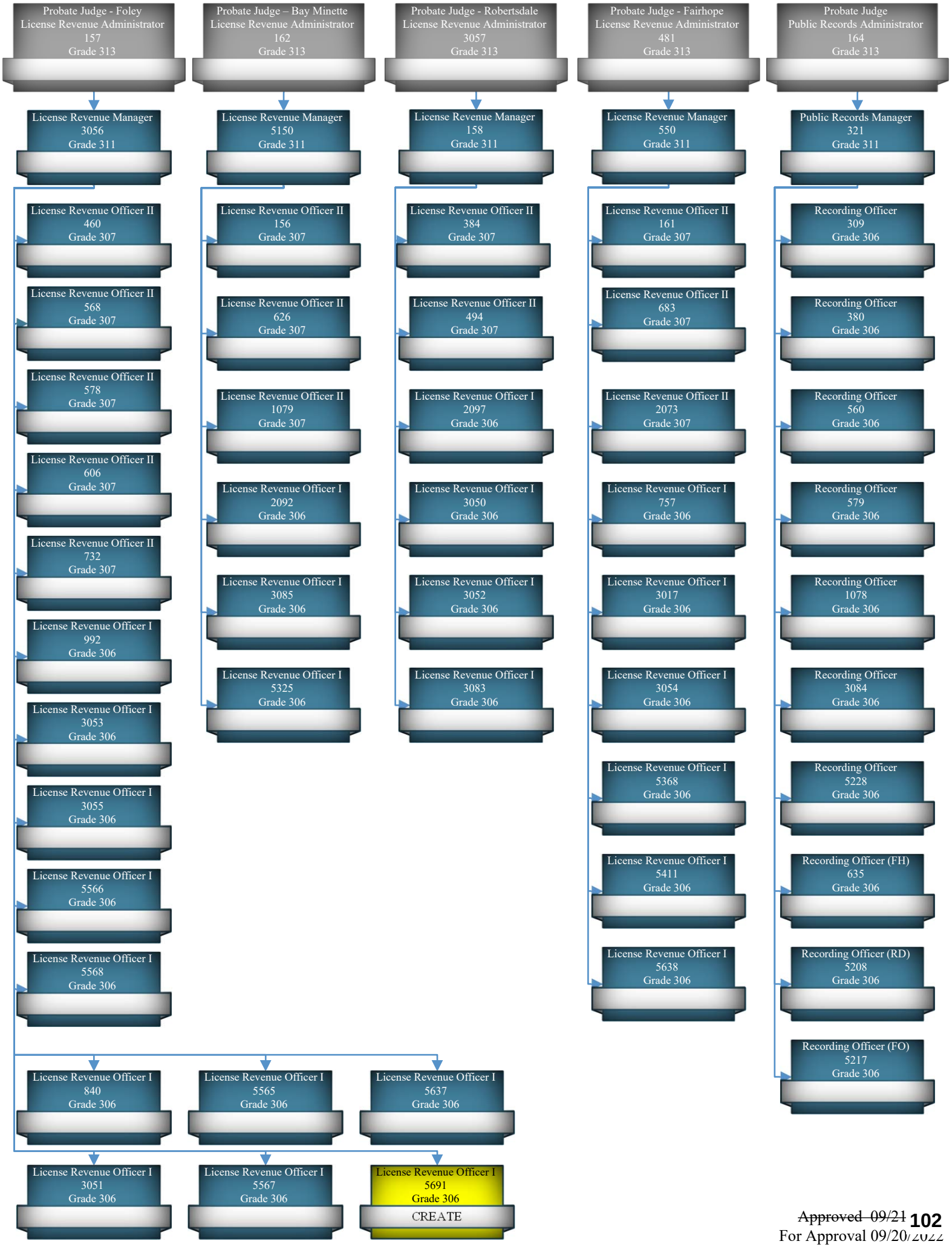
1. Verbal skills to communicate information to supervisors, co-workers, and vendors.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy/light construction equipment.
10. Knowledge of safety rules, including accident causes and prevention.
11. Knowledge of first aid procedures.
12. Ability to work independently without close supervision
13. Knowledge of county policies, procedures and rules.
14. Knowledge of/and has ability to work on Tier 4 engine component.
15. Required to wear uniforms as directed by Parks Supervisor.

Physical Characteristics

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 50 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

Minimum Qualifications

1. Willing to work overtime and weekends in emergencies.
2. Have a valid commercial driver's license. (CDL – Class A).
3. Willing to travel to pick up parts, materials and gather quotes out of area.
4. Experience in automotive and heavy equipment repairs and maintenance, small tools, and engines.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Grade 313
Probate Judge – Bay Minette
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Probate Judge - Robertsdale
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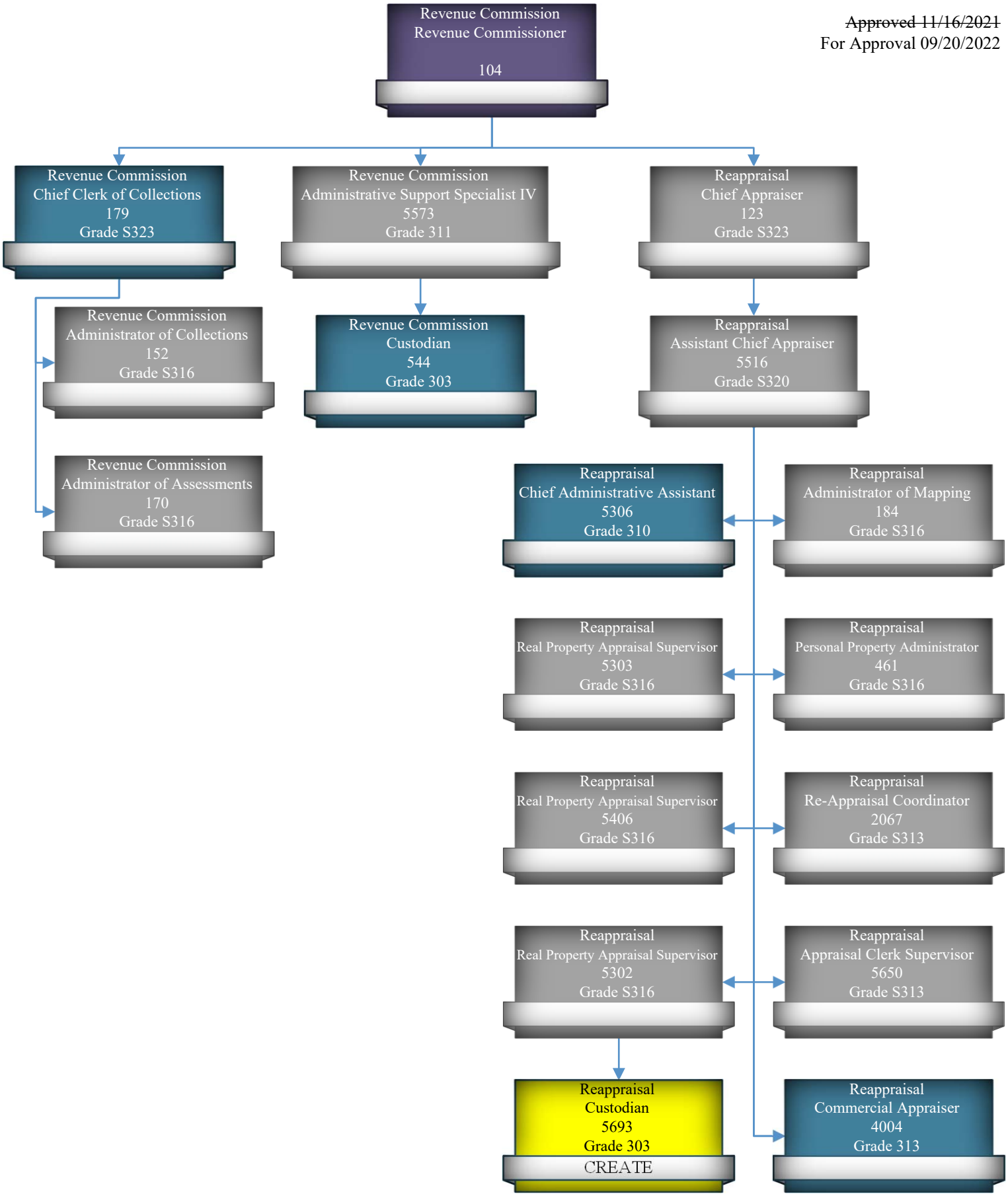
Revenue Commission
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Custodian
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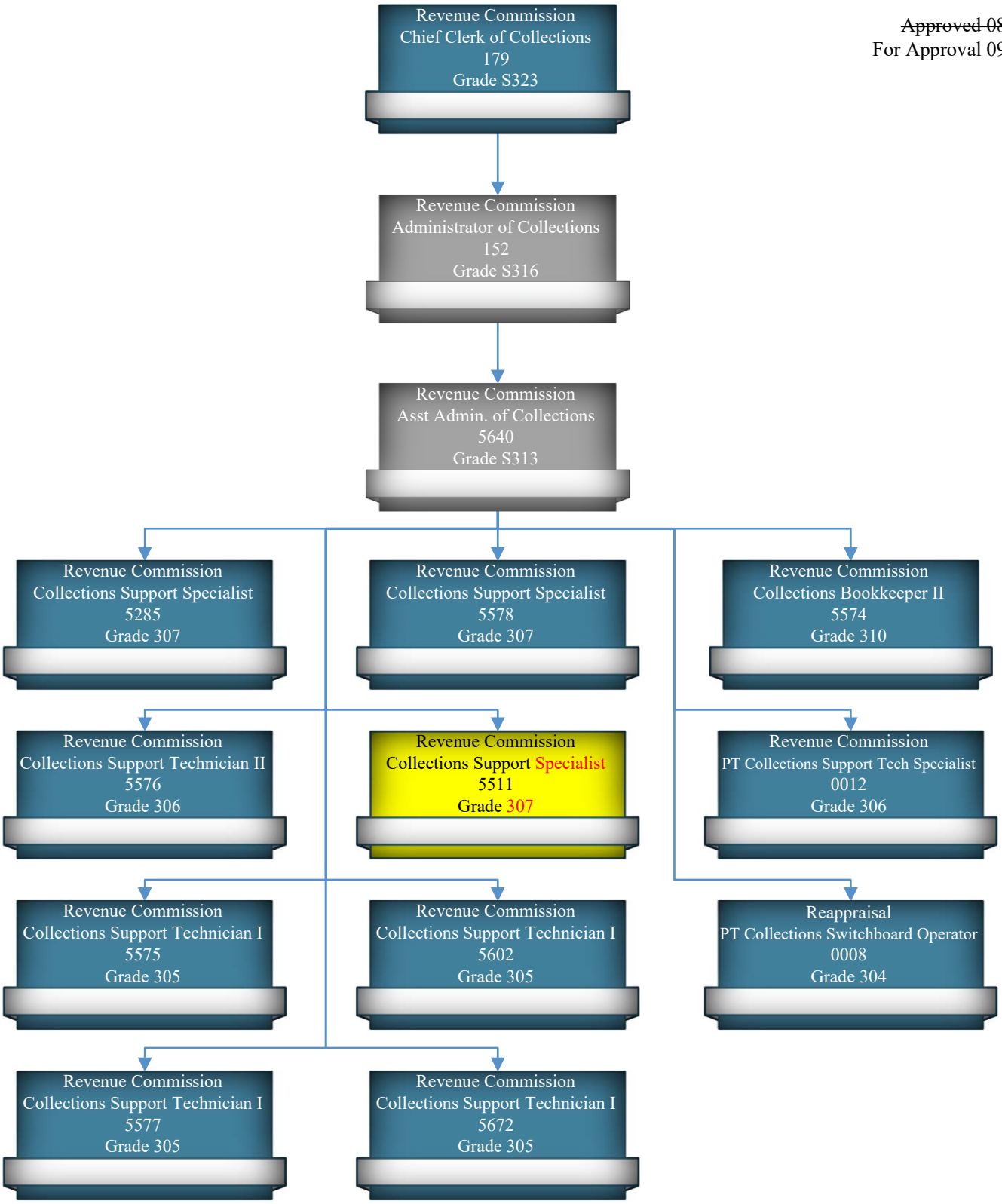
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Collections Support Technician I
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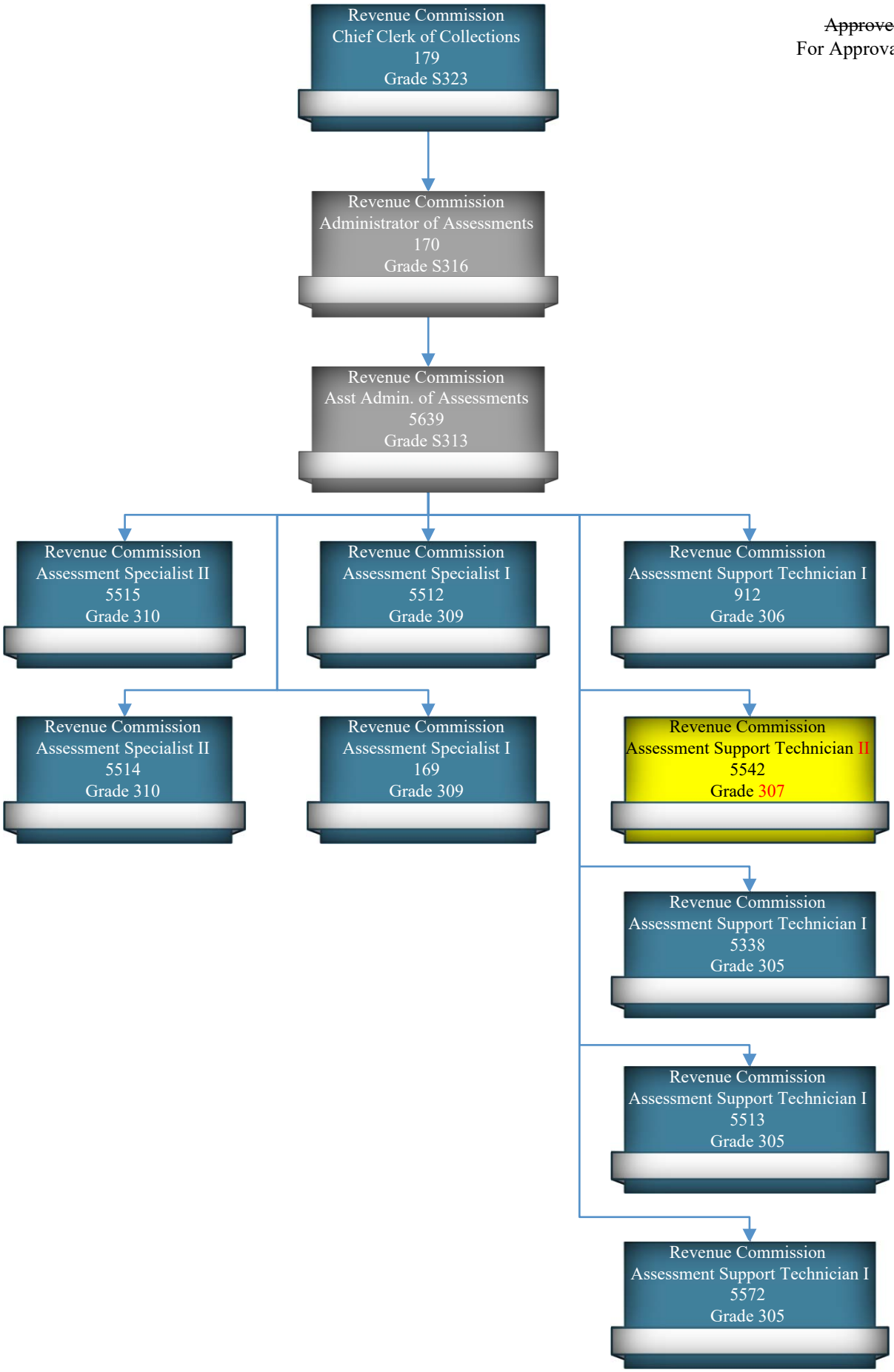
Revenue Commission
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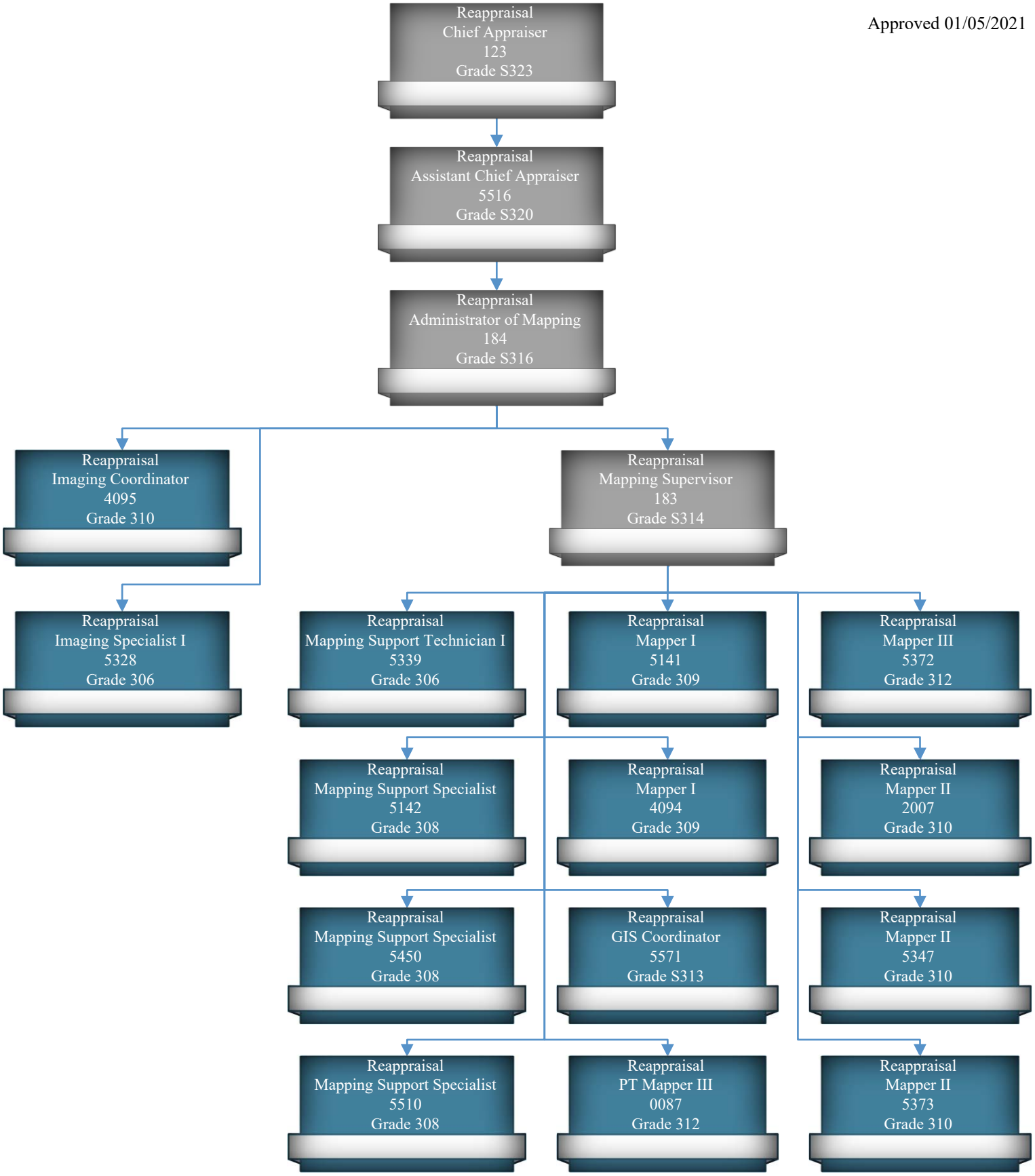
Grade 305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Mapper II
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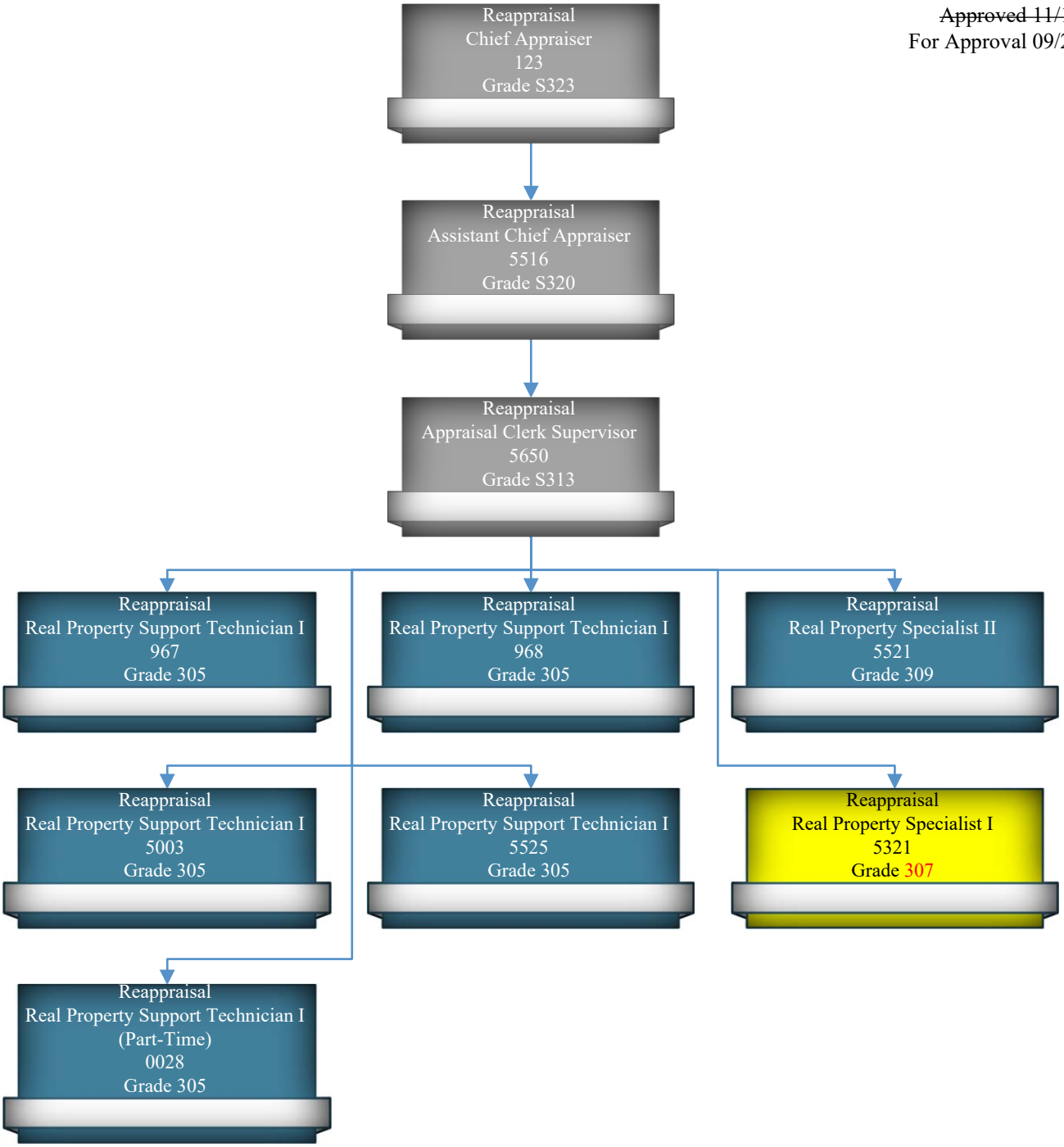
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967
Grade 305
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Real Property Support Technician I
968
Grade 305
Reappraisal
Real Property Specialist II
5521
Grade 309
Reappraisal
Real Property Support Technician I
5003
Grade 305
Reappraisal
Real Property Support Technician I
5525
Grade 305
Reappraisal
Real Property Specialist I
5321
Grade 307
Reappraisal
Real Property Support Technician I
(Part-Time)
0028
Grade 305


Reappraisal
Chief Appraiser
123
Grade S323
Reappraisal
Assistant Chief Appraiser
5516
Grade S320
Reappraisal
Real Property Appraisal Supervisor
5302
Grade S316
Reappraisal
Real Property Appraisal Supervisor
5406
Grade S316
Reappraisal
Re-Appraisal Coordinator
2067
Grade S313
Real Prop. Appraiser III
5570
Grade 313
Real Prop. Appraiser II
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Real Prop. Appraiser I
5375
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Real Prop. Appraiser II
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5332
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5334
Grade 309
Real Property Appraiser III
996
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Real Property Appraiser II
751
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5345
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Real Property Appraiser I
4099
Grade 310
Real Property Appraiser I
5374
Grade 310
Real Property Appraiser I
5448
Grade 310
Real Property Appraiser I
5449
Grade 310
Real Property Appraiser I
5518
Grade 310
Real Property Appraiser I
5520
Grade 310
Real Property Appraiser Trainee
5300
Grade 309
Real Property Appraiser Trainee
5335
Grade 309
Real Property Analyst II
5569
Grade 314
Real Property Analyst I
181
Grade 313
Real Property Analyst I
1037
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Real Property Analyst I
3014
Grade 313
Real Property Analyst I
5305
Grade 313
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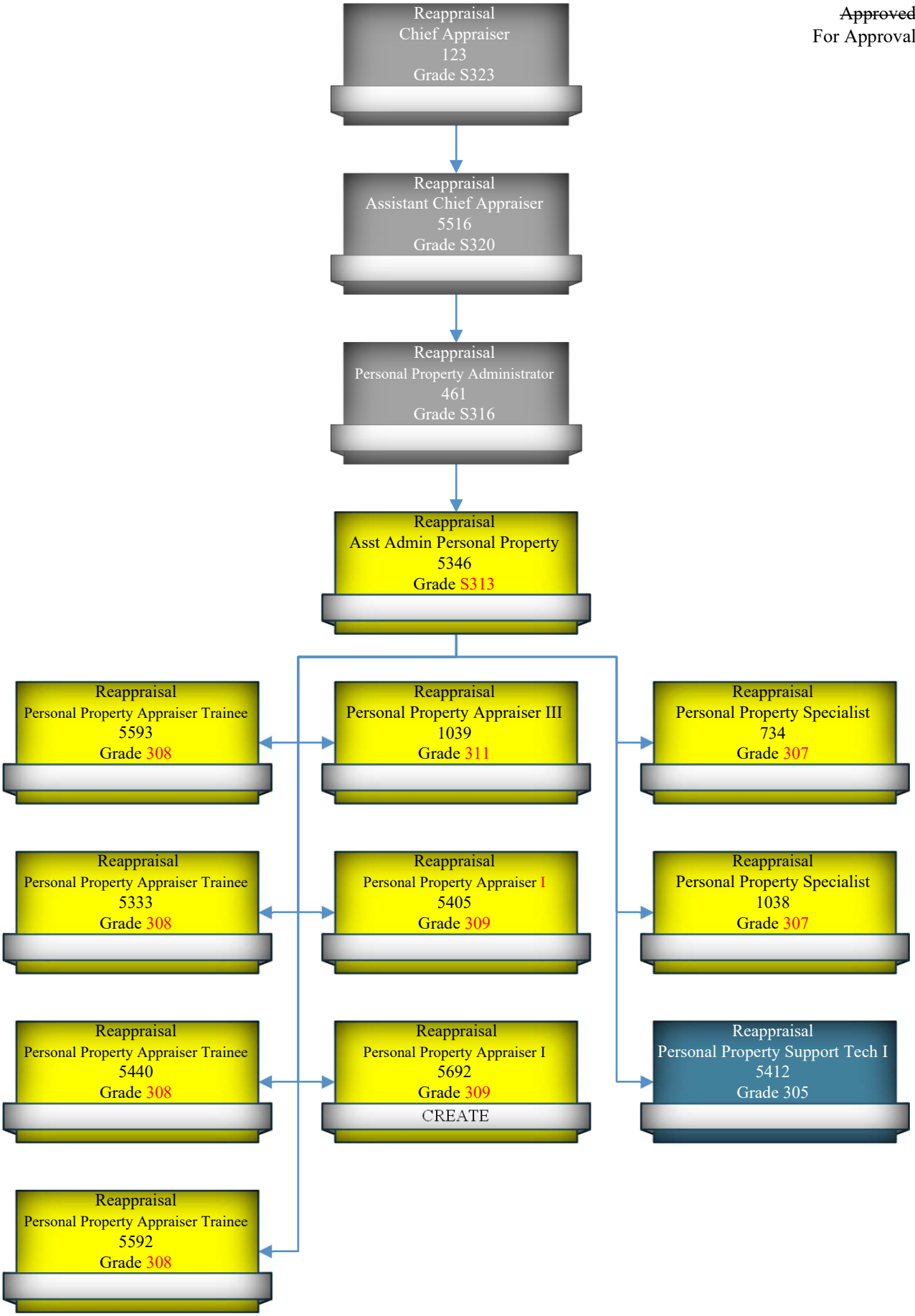
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Grade 308
Reappraisal
Personal Property Appraiser I
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Grade 309
Reappraisal
Personal Property Specialist
1038
Grade 307
Reappraisal
Personal Property Appraiser Trainee
5440
Grade 308
Reappraisal
Personal Property Appraiser I
5692
Grade 309
CREATE
Reappraisal
Personal Property Support Tech I
5412
Grade 305
Reappraisal
Personal Property Appraiser Trainee
5592
Grade 308

POSITION DESCRIPTION

Title: Assistant Administrator of Personal Property

Department: Revenue Commission

Job Analysis: December 2016, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Administrator of Personal Property, Administrator of Real Property Appraisal (Chief Appraiser) and Revenue Commissioner

Subordinate Staff: All other employees of the Personal Property Department

Internal Contacts: All Members of Revenue Commissioner's Office

External Contacts: Taxpayers, Taxpayer Representatives, Accountants, Other County Departments, Alabama Department of Revenue, Baldwin County Board of Equalization and Revenue Departments from other Counties within the State of Alabama.

Status: Classified/~~Non~~ Exempt (~~312~~ S313)

Job Summary

Under the administrative direction of the Administrator of Personal Property, the Assistant Administrator of Personal Property assists in supervising the work of Personal Property Appraisers and supporting staff assigned to the Personal Property Department. The Assistant Administrator of Personal Property will assist the Administrator of Personal Property in all aspects of the Personal Property Department, and will represent the Administrator in all respects when the Administrator is out of the office or otherwise unavailable.

Job Domain

A. Office Management

1. Supervises, assigns, and reviews work of Personal Property Appraisers and Support Staff.
2. Trains appraisers in appropriate practices and procedures.
3. Explains department policies and procedures to new staff members.
4. Assists appraisers and support staff with problems in performance of their duties.
5. Ensures office equipment is maintained. Resolves problems with taxpayers as needed.

B. Research and Analysis

1. Conducts Personal Property studies.
2. Submits reports of studies to the Alabama Department of Revenue for approval.
3. Defends assessments before the Board of Equalization and Courts.
4. Conducts informal hearing with taxpayers.
5. Conducts review audits, telephone audits, physical inspection audits, detailed on-site audits, and detailed desk audits.
6. Coordinates the notice and appeals process under guidance of Administrator of Personal Property and Chief Appraiser.

C. Personal Property Tax Appraisal

1. Directs implementation plan requiring all property subject to Ad Valorem taxation to be appraised at its current fair and reasonable market value.
2. Updates assessments appropriately upon receiving tax returns
3. Calculates and assesses Public Utilities and all abated Personal Property accounts.
4. Communicates information to taxpayers and explains ramifications of assessments.
5. Types and mails letters concerning Personal Property assessments

D. Miscellaneous

1. Assist public examiners by answering questions and/or furnishing data upon request.
2. Aggressively pursues documents and computes escape taxes on businesses and individuals who fail to file personal property returns.

Knowledge, Skills and Abilities

1. Knowledge of current laws, methods, procedures and practices of personal property appraisal and audits as outlined in the Alabama Personal Property Appraisal Manual and the Alabama Personal Property Audit Manual.
2. Basic knowledge of current laws, methods, procedures and practices of real property appraisal as outlined in the Alabama Real Property Appraisal Manual.
3. Knowledge of departmental regulations, policies and procedures.
4. Knowledge of various assessment procedures, tax laws, files, forms, and computations.
5. Knowledge of modern office management and supervision.
6. Knowledge of real estate appraisal, personal property appraisal, and ownership mapping.
7. Knowledge of building construction costs.
8. Knowledge of Probate Judge's office concerning deeds, mortgages, and covenants.
9. Skilled in English, math and spelling.
10. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports and forms.
11. Ability to communicate orally with individuals such as co-workers, taxpayers, taxpayer agents, government officials and attorneys to obtain and provide information.

12. Ability to read and comprehend maps, records, deeds, financial reports, and other correspondence.
13. Ability to file documents, records and tax liens.
14. Ability to establish and maintain effective working relationships with taxpayers and co-workers.
15. Ability to direct the work of subordinate support and appraisal personnel performing a variety of clerical and appraisal functions.
16. Ability to receive and resolve complaints and questions from the public.
17. Ability to operate standard office equipment including calculator, fax machine, and copier.
18. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.
19. Ability to operate a motor vehicle.

Other Characteristics

1. Must be 21 years of age.
2. The Assistant Administrator of Personal Property will be required to work in office conditions as well as outdoors.

Minimum Requirements

1. Must possess a high school diploma and recommend at least two (2) years of college level courses in business administration, accounting, taxation, law, or related fields.
2. Must possess a valid driver's license and be insurable through the Baldwin County Commission.
3. Prior training and experience in financial or tax related fields will be considered in lieu of college education.
4. Must have two (2) years practical experience involving taxes and assessments of commercial and industrial properties.
5. Successful completion of Alabama IX/Personal Property Appraisal Manual, Personal Property. Consideration will be given for the successful completion of certain additional courses offered by the AAAO, IAAO, or other recognized appraisal organizations.

POSITION DESCRIPTION

Title:	Personal Property Appraiser I
Department:	Revenue Commission
Job Analysis:	Sept 2018, Dec 2020, Sept 2021, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Appraisal Supervisor, Administrator of Personal Property, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner
Subordinate Staff:	None
Internal Contacts:	All Members of Revenue Commissioner's Office
External Contacts:	Taxpayers, Taxpayer Representatives, Accountants, Attorneys, Board of Equalization members, other County Departments, State Department of Revenue, and Revenue Departments from other Counties within Alabama
Status:	Classified/Non-Exempt (~~308~~ 309)

Job Summary

Under the direction of the Appraisal Supervisor or Administrator of Personal Property, the Appraiser I performs business personal property discovery, appraisals, physical inspections, and audits to ensure the accurate and lawful valuation and collection of tax revenue in the county. Positions in this class are distinguished from the Appraiser Trainee by ability to audits of small to medium size businesses and the exercise of more independent judgement regarding appraisal situations. Performs other duties as assigned by supervisor.

Essential Job Functions

A. Discovery:
   1. Identifies all businesses within the taxing jurisdiction using all available sources, including but not limited to: real property appraisal reports and Property Record Cards; state, county and municipal business licenses and sales tax accounts; telephone directories; news media; and physical canvass.

B. Administration:

1. Compiles and maintains an accurate listing of all businesses within the taxing jurisdiction.
2. Ensures that each business is mailed a Business Personal Property Return and demand notices are mailed to all taxpayers not filing by December 31 of each year.

C. Appraisal:
1. Calculates the market value of personal property using the three approaches to value: cost, sales comparison, and income as well as the Grid Method as outlined in the Alabama Personal Property Appraisal Manual.

D. Auditing:
1. Performs review audits on returns filed each year and telephone audits as needed.
2. Performs physical inspection audits, detailed desk audits, and detailed on-site audits of small to medium size businesses.

E. Physical Inspections:
1. Performs on-site physical inspections of the assets located at each business.
2. Compares listing of assets as reported by the taxpayer on their Personal Property Return with assets as observed during inspections.
3. Gathers necessary information to accurately list all observed assets.
4. Makes appropriate adjustments so that all assets are correctly assessed

F. Office Management
1. Cross-training among other staff to include teaching and learning the duties and functions of other positions within the Revenue office.
2. Assists in training new or less experienced staff on various aspects of the appraisal process.
3. Locate parcel numbers or PPINs for personal property returns.
4. Answer telephone.
5. Filing as needed.
6. Maintain accurate daily report of amount of work and time spent.

G. Board of Equalization
1. Hold informal hearings as part of Board of Equalization process.
2. Explain appraisal methods and values.
3. Give reports to the Board of Equalization as necessary.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to calculate data such as personal property market values, assessed values and taxes.
2. Knowledge of accounting and auditing principles and procedures.
3. Knowledge of accounting data processing systems.
4. Knowledge of standard business and financial records.

5. Knowledge of current laws, methods, procedures and practices of business personal property appraisal as outlined in the Alabama Personal Property Appraisal Manual.
6. Ability to detect accounting and reporting irregularities.
7. Ability to read and comprehend legal documents, state and federal laws and regulations, court decisions and business records.
8. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports and forms.
9. Ability to communicate orally with individuals such as co-workers, taxpayers, taxpayer agents, government officials and attorneys in order to obtain and provide information.
10. Ability to prepare audit reports for small to medium size businesses.
11. Ability to assist other appraisal personnel performing personal property clerical and discovery activities.
12. Ability to establish and maintain effective working relationships with taxpayers and coworkers.
13. Ability to operate standard office equipment including calculator, fax machine, and copier.
14. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.

Physical Characteristics

1. See well enough to read fine print, maps and aerial photos.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to testify in court and explain appraisal process to the Board of Equalization.
4. Body movement or mobility to be able to move about on all types of construction sites and different terrain.
5. Stamina to withstand adverse weather conditions such as heat and cold when reviewing parcels in the county.
6. Physical ability or mobility to successfully perform in an office environment including everyday tasks such as typing; sitting; standing; bending; lifting; moving or carrying file boxes or boxes of paper.

Other Characteristics

1. Must be 21 years of age.
2. Must possess a valid Alabama driver's license and be insurable through the County Commission.
3. Be willing to travel throughout the county.
4. Be willing to work overtime and on weekends as required.
5. Be willing to travel in and out of the state of Alabama for appraisal schools.

Minimum Requirements

1. Two (2) years of college level courses (Associate Degree preferred) in business administration, accounting, taxation, law, property valuation or related fields. Prior appraisal training and/or closely related experience may be considered in lieu of college education.

2. Must have a minimum of two (2) years tax appraisal experience.
3. Must have successfully completed the following Alabama Department of Revenue Property Tax Education and Certification Program courses: Alabama Personal Property Appraisal Manual and IAAO 101 Fundamentals of Real Property Appraisal.
4. Consideration will be given for successful completion of certain courses offered by IAAO, SRA, or other recognized appraisal organizations.

POSITION DESCRIPTION

Title:	Personal Property Appraiser II
Department:	Revenue Commission
Job Analysis:	December 2020, September 2021, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Appraisal Supervisor, Administrator of Personal Property, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner
Subordinate Staff:	None
Internal Contacts:	All Members of Revenue Commissioner's Office
External Contacts:	Taxpayers, Taxpayer Representatives, Accountants, Attorneys, Board of Equalization members, other County Departments, State Department of Revenue, and Revenue Departments from other Counties within Alabama
Status:	Classified/Non-Exempt (~~309~~ 310)

Job Summary

Under the direction of the Appraisal Supervisor or Administrator of Personal Property, the Appraiser II performs business personal property discovery, appraisals, physical inspections, and audits to ensure the accurate and lawful valuation and collection of tax revenue in the county. Positions in this class are distinguished from the Appraiser I by ability to perform more complex appraisals, audits of larger businesses and the exercise of more independent judgement regarding appraisal situations. Performs other duties as assigned by supervisor.

Essential Job Functions

A. Discovery:
   1. Identifies all businesses within the taxing jurisdiction using all available sources, including but not limited to: real property appraisal reports and Property Record Cards; state, county and municipal business licenses and sales tax accounts; telephone directories; news media; and physical canvass.

B. Administration:
   1. Compiles and maintains an accurate listing of all businesses within the taxing jurisdiction.
   2. Ensures that each business is mailed a Business Personal Property Return and demand notices are mailed to all taxpayers not filing by December 31 of each year.

C. Appraisal:
   1. Calculates the market value of personal property using the three approaches to value: cost, sales comparison, and income as well as the Grid Method as outlined in the Alabama Personal Property Appraisal Manual.

D. Auditing:
   1. Performs review audits on returns filed each year and telephone audits as needed.
   2. Performs physical inspection audits, detailed desk audits, and detailed on-site audits of businesses within the taxing jurisdiction.

E. Physical Inspections:
   1. Performs on-site physical inspections of the assets located at each business.
   2. Compares listing of assets as reported by the taxpayer on their Personal Property Return with assets as observed during inspections.
   3. Gathers necessary information to accurately list all observed assets.
   4. Makes appropriate adjustments so that all assets are correctly assessed

F. Office Management
   1. Cross-training among other staff to include teaching and learning the duties and functions of other positions within the Revenue office.
   2. Assists in training new and less experienced staff on various aspects of the appraisal process.
   3. Locate parcel numbers or PPINs for personal property returns.
   4. Answer telephone.
   5. Filing as needed.
   6. Maintain accurate daily report of amount of work and time spent.

G. Board of Equalization
   1. Attend board meetings as needed.
   2. Hold informal hearings as part of Board of Equalization process.
   3. Submit evidence to support values set, such as comparable sales data.
   4. Explain appraisal methods and values.
   5. Answer questions concerning appraisal.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to calculate data such as personal property market values, assessed values and taxes.
2. Knowledge of accounting and auditing principles and procedures.

3. Knowledge of accounting data processing systems.
4. Knowledge of standard business and financial records.
5. Knowledge of current laws, methods, procedures and practices of business personal property appraisal as outlined in the Alabama Personal Property Appraisal Manual.
6. Ability to detect accounting and reporting irregularities.
7. Ability to read and comprehend legal documents, state and federal laws and regulations, court decisions and business records.
8. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports and forms.
9. Ability to communicate orally with individuals such as co-workers, taxpayers, taxpayer agents, government officials and attorneys in order to obtain and provide information.
10. Ability to prepare complex audit reports.
11. Ability to assist other appraisal personnel performing personal property clerical, discovery, appraisal, and auditing activities.
12. Ability to establish and maintain effective working relationships with taxpayers and coworkers.
13. Ability to receive and resolve complaints and questions from the public.
14. Ability to operate standard office equipment including calculator, fax machine, and copier.
15. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.

Physical Characteristics

1. See well enough to read fine print, maps and aerial photos.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to testify in court and explain appraisal process to the Board of Equalization.
4. Body movement or mobility to be able to move about on all types of construction sites and different terrain.
5. Stamina to withstand adverse weather conditions such as heat and cold when reviewing parcels in the county.
6. Physical ability or mobility to successfully perform in an office environment including everyday tasks such as typing; sitting; standing; bending; lifting; moving or carrying file boxes or boxes of paper.

Other Characteristics

1. Must be 21 years of age.
2. Must possess a valid Alabama driver's license and be insurable through the County Commission.
3. Be willing to travel throughout the county.
4. Be willing to work overtime and on weekends as required.
5. Be willing to travel in and out of the state of Alabama for appraisal schools.

Minimum Requirements

1. Two (2) years of college level courses (Associate Degree preferred) in business administration, accounting, taxation, law, property valuation or related fields. Prior appraisal training and/or closely related experience may be considered in lieu of college education.
2. Five (5) years of practical appraisal and auditing experience in personal property, or an equivalent combination of education and experience.
3. Alabama Department of Revenue's ACA Certification, or prior appraisal and auditing experience involving extensive personal property valuation may be considered.
4. Must have successfully completed the following Alabama Department of Revenue Property Tax Education and Certification Program courses: Alabama Personal Property Appraisal Manual, Alabama Personal Property Audits, IAAO 101 Fundamentals of Real Property Appraisal, and IAAO 500 Assessment of Personal Property.
5. Consideration will be given for successful completion of certain courses offered by IAAO, SRA, or other recognized appraisal organizations.

POSITION DESCRIPTION

Title:	Personal Property Appraiser III
Department:	Revenue Commission
Job Analysis:	July 2010, August 2011, December 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included

Relationships

Reports to:	Appraisal Supervisor, Administrator of Personal Property, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner
Subordinate Staff:	None
Internal Contacts:	All Members of Revenue Commissioner's Office
External Contacts:	Taxpayers, Taxpayer Representatives, Accountants, Attorneys, Board of Equalization members, other County Departments, State Department of Revenue, and Revenue Departments from other Counties within Alabama
Status:	Classified/Non-Exempt (~~310~~ 311)

Job Summary

Under the direction of the Appraisal Supervisor or Administrator of Personal Property, the Appraiser III performs business personal property discovery, appraisals, physical inspections, and audits to ensure the accurate and lawful valuation and collection of tax revenue in the county. Positions in this class are distinguished from the Appraiser II by ability to perform all levels of appraisals and audits, are delegated a greater range of responsibilities and the exercise of more independent judgement regarding appraisal situations. Performs other duties as assigned by supervisor.

Essential Job Functions

A. Discovery:
   1. Directs the discovery of all businesses within the taxing jurisdiction using all available sources, including but not limited to real property appraisal reports and Property Record Cards; state, county and municipal business licenses and sales tax accounts; telephone directories; news media; and physical canvass.

B. Administration
   1. Ensures that an accurate listing of all businesses within the taxing jurisdiction is compiled and maintained.
   2. Ensures that each business is mailed a Business Personal Property Return and demand notices are mailed to all taxpayers not filing by December 31 of each year.

C. Appraisal
   1. Calculates the market value of personal property using the three approaches to value: cost, sales comparison, and income approach.
   2. Calculates market value of personal property using the Grid Method as outlined in the Alabama Personal Property Appraisal Manual.
   3. Gathers and analyzes market data used in the calculation of market value by the sales comparison and income approach to value.

D. Auditing
   1. Oversees the performance and completion of review audits on returns filed each year and telephone audits as needed.
   2. Performs physical inspection audits, detailed desk audits, and detailed on-site audits of businesses within the taxing jurisdiction.

E. Physical Inspections
   1. Performs on-site physical inspections of the assets located at each business.
   2. Compares listing of assets as reported by the taxpayer on their Personal Property Return with assets as observed during inspections.
   3. Gathers necessary information to accurately list all observed assets.
   4. Makes appropriate adjustments so that all assets are correctly assessed.

F. Office Management
   1. Cross-training among other staff to include teaching and learning the duties and functions of other positions within the Revenue office.
   2. Leads in training new and less experienced staff on various aspects of the appraisal process.
   3. Locate parcel numbers or PPINs for personal property returns.
   4. Answer telephone.
   5. Filing as needed.
   6. Maintain accurate daily report of amount of work and time spent.

G. Board of Equalization
   1. Attend board meetings as needed.
   2. Hold informal hearings as part of Board of Equalization process.
   3. Submit evidence to support values set.
   4. Explain appraisal methods and values.
   5. Answer questions concerning appraisal.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to calculate data such as personal property market values, assessed values, taxes and escape taxes and penalties.
2. Knowledge of accounting and auditing principles and procedures.
3. Knowledge of accounting data processing systems.
4. Knowledge of standard business and financial records.
5. Knowledge of current laws, methods, procedures and practices of business personal property appraisal as outlined in the Alabama Personal Property Appraisal Manual.
6. Knowledge of the three common approaches to value: cost, sales comparison, and income approach.
7. Knowledgeable in the calculation of market value by use of the Grid Method.
8. Ability to detect accounting and reporting irregularities.
9. Ability to read and comprehend legal documents, state and federal laws and regulations, court decisions and business records.
10. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports and forms.
11. Ability to communicate orally with individuals such as co-workers, taxpayers, taxpayer agents, government officials and attorneys in order to obtain and provide information.
12. Ability to prepare complex audit reports.
13. Ability to assist other appraisal personnel performing personal property clerical, discovery, appraisal, and auditing activities.
14. Ability to establish and maintain effective working relationships with taxpayers and co-workers.
15. Ability to receive and resolve complaints and questions from the public.
16. Ability to operate standard office equipment including calculator, fax machine and copier.
17. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.

Physical Characteristics

1. See well enough to read fine print, maps and aerial photos.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to testify in court and explain appraisal process to the Board of Equalization.
4. Body movement or mobility to be able to move about on all types of construction sites and different terrain.
5. Stamina to withstand adverse weather conditions such as heat and cold when reviewing parcels in the county.
6. Physical ability or mobility to successfully perform in an office environment including everyday tasks such as typing; sitting; standing; bending; lifting; moving or carrying file boxes or boxes of paper.

Other Characteristics

1. Must be 21 years of age.

2. Must possess a valid Alabama driver's license and be insurable through the County Commission.
3. Be willing to travel throughout the county.
4. Be willing to work overtime and on weekends as required.
5. Be willing to travel in and out of the state of Alabama for appraisal schools.

Minimum Requirements

1. Associate Degree (Bachelor's Degree preferred) from an accredited college or university in business administration, accounting, taxation, law, property valuation or a related Prior appraisal training and/or closely related experience may be considered in lieu of college education.
2. Ten (10) years of practical appraisal and auditing experience in personal property, or an equivalent combination of education and experience.
3. Alabama Department of Revenue's ACA Certification, or prior appraisal and auditing experience involving extensive personal property valuation may be considered.
4. Must have successfully completed the following Alabama Department of Revenue Property Tax Education and Certification Program courses: Alabama Personal Property Appraisal Manual, Alabama Personal Property Audits, IAAO 101 Fundamentals of Real Property Appraisal, and IAAO 500 Assessment of Personal Property.
5. Consideration will be given for successful completion of certain courses offered by IAAO, SRA, or other recognized appraisal organizations.

POSITION DESCRIPTION

Title:	Personal Property Appraiser Trainee
Department:	Revenue Commission
Job Analysis:	December 2020, September 2021, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Appraisal Supervisor, Administrator of Personal Property, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner
Subordinate Staff:	None
Internal Contacts:	Appraisal Department Employees, Revenue Office Personnel
External Contacts:	Taxpayers, Taxpayer Representatives, Accountants, Attorneys, Board of Equalization members, other County Departments, State Department of Revenue, and Revenue Departments from other Counties within Alabama
Status:	Classified/Non-Exempt (~~307~~ 308)

Job Summary

Under the direction of the Appraisal Supervisor or Administrator of Personal Property, the Appraiser Trainee's job duties consist mainly of the discovery of business personal property and the maintenance of an accurate listing of all business personal property accounts within the tax jurisdiction. The Appraiser Trainee also performs review audits and telephone audits to ensure the accurate and lawful reporting of taxable business personal property. In addition, the Appraiser Trainee assists in the performance of business personal property physical inspections to ensure the accurate and lawful valuation and collection of tax revenue in the county. Performs other duties as assigned by supervisor.

Essential Job Functions

A. Discovery:
   1. Identifies businesses within the taxing jurisdiction using all available sources, including but not limited to real property appraisal reports and Property Record Cards; state, county

and city business licenses and sales tax accounts; telephone directories; news media; and physical canvass.

B. Administration:
   1. Compiles and maintains an accurate listing of all businesses within the taxing jurisdiction.
   2. Ensures that each business is mailed a Business Personal Property Return.
   3. Mails demand notices to all taxpayers not filing by December 31 of each year.

C. Appraisal:
   1. Calculates the market value of personal property using the three approaches to value: cost, sales comparison, and income as well as the Grid Method as outlined in the Alabama Personal Property Appraisal Manual.

D. Auditing:
   1. Performs review audits on returns filed each year and telephone audits as instructed.
   2. Assist in physical inspection audits, detailed desk audits, and detailed on-site audits of small to medium size businesses.

E. Physical Inspections:
   1. Assists in the performance of on-site physical inspections of the assets located at each business.
   2. Compares listing of assets as reported by the taxpayer on their Personal Property Return with assets as observed during inspections.
   3. Gathers necessary information to accurately list all observed assets.
   4. Makes appropriate adjustments so that all assets are correctly assessed.

F. Office Management
   1. Cross-training among other staff to include teaching and learning the duties and functions of other positions within the Revenue office.
   2. Assists in training new or less experienced staff on various aspects of the appraisal process.
   3. Locate parcel numbers or PPINs for personal property returns.
   4. Answer telephone.
   5. Filing as needed.
   6. Maintain accurate daily report of amount of work and time spent.

G. Board of Equalization
   1. Hold or assist in informal hearings to listen to property owner and answer questions and amend incorrect appraisal data when discovered.
   2. Explain appraisal methods and values.
   3. Give reports to the Board of Equalization as necessary.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to calculate data such as personal property market values, assessed values and taxes
2. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports, and forms.
3. Ability to communicate orally with individuals such as coworkers, taxpayers, taxpayer agents, government officials and attorneys to obtain and provide information.
4. Ability to read and comprehend maps, records, deeds, legal documents, financial reports, state and federal laws and regulations, court decisions, business records and other correspondence.
5. Ability to assist other appraisal personnel performing personal property clerical and discovery activities.
6. Ability to establish and maintain effective working relationships with taxpayers and coworkers.
7. Ability to operate standard office equipment including calculator, fax machine, and copier.
8. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.

Physical Characteristics

1. See well enough to read fine print, maps and aerial photos.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to testify in court and explain appraisal process to the Board of Equalization.
4. Body movement or mobility to be able to move about on all types of construction sites and different terrain.
5. Stamina to withstand adverse weather conditions such as heat and cold when reviewing parcels in the county.
6. Physical ability or mobility to successfully perform in an office environment including everyday tasks such as typing; sitting; standing; bending; lifting; moving or carrying file boxes or boxes of paper.

Other Characteristics

1. Must be 21 years of age.
2. Be willing to travel throughout the county.
3. Be willing to work overtime and on weekends as required.
4. Be willing to travel in and out of the state of Alabama for educational requirements and training.

Minimum Requirements

1. High school diploma or equivalent with two (2) years of college level courses in business administration, accounting, taxation, law, property valuation or related fields. Prior appraisal training and/or closely related experience may be considered in lieu of college education.

2. Must successfully complete the following Alabama Department of Revenue Property Tax Education and Certification courses within 24 months of employment date: Alabama Personal Property Appraisal Manual and IAAO 101 – Fundamentals of Real Property Appraisal.
3. Must possess a valid Alabama driver's license and be insurable through the County Commission.

POSITION DESCRIPTION

Title:	Personal Property Specialist
Department:	Revenue Commission
Job Analysis:	December 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Appraisal Supervisor, Administrator of Personal Property, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner
Subordinate Staff:	None
Internal Contacts:	Appraisal Department Employees, Revenue Office Personnel
External Contacts:	Taxpayers, Taxpayer Representatives, Accountants, Attorneys, Board of Equalization members, other County Departments, State Department of Revenue, and Revenue Departments from other Counties within Alabama
Status:	Classified/Non-Exempt (~~306~~ 307)

Job Summary

Under the direction of the Appraisal Supervisor or Administrator of Personal Property, the Personal Property Specialist perform desk audits, issue escape and supplemental tax bills, and perform other clerical duties as required. Work involves advanced clerical duties, sometimes complex due to the wide array of policies, guidelines and regulations. Work is performed by standard operating procedures but requires using independent judgment and initiative based on knowledge and adhering to the laws, rules, regulations, policies and procedures governing the department. Specialization of duties is based on responsiveness, precision, accuracy, analysis, initiative to follow through/follow up and knowledge gained through experience on the job. These employees may provide assistance or answer questions of less experienced coworkers. Performs other duties as assigned by supervisor.

Essential Job Functions

A. Discovery

1. Identifies businesses within the taxing jurisdiction using all available sources, including but not limited to real property appraisal reports and property record Cards; state, county and city business licenses and sales tax accounts; telephone directories; print and electronic media.
2. Identify personal property not reported.

B. Auditing
1. Performs review audits on returns filed each year and telephone audits as instructed.
2. Assists in the performance of physical inspection, detailed desk audits and detailed on-site audits as needed.

C. Appraisal:
1. Calculates the market value of personal property using the three (3) approaches to value: cost, sales comparison and income approach, as well as the Grid Method as outlined in the Alabama Personal Property Appraisal Manual.
2. Assess the value of business personal property that is owned by businesses in the county.

D. Administrative
1. Completes necessary correspondence, filing, phone calls, and research to determine correct values of items listed on Business Personal Property returns.
2. Data entry of personal property returns.
3. Compiles and maintains an accurate listing of all businesses within the taxing jurisdiction.
4. Ensures that each business is mailed a Business Personal Property Return.
5. Mails demand notices to all taxpayers not filing by December 31 of each year.
6. Maintain paper and computer files with high degree of accuracy.
7. Locate parcel numbers or PPINs for personal property returns and link
8. Link business personal property to real property situs.
9. Prepare supplemental and escape tax bills as necessary.
10. Create/delete businesses from computer and paper filing system.
11. Perform routine clerical work on a repetitive basis.

E. Office Management
1. Cross-training among other staff to include teaching and learning the duties and functions of other positions within the Revenue office.
2. Assists in training new or less experienced staff on various aspects of the departments process.
3. Answer telephone.
4. Filing as needed.
5. Maintain accurate daily report of amount of work and time spent.

F. Assisting public and other departments
1. Send correspondence to property owners as needed.
2. Answer telephones and other inquiries.

3. Work very closely with Appraisal and Assessment.
4. Work with Board of Equalization when needed, following up on things sent for clarification.
5. Work with municipalities, other county departments, and the appraisal department in the discovery of Personal Property within the county.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to calculate data such as personal property market values, assessed values and taxes
2. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports, and forms.
3. Ability to communicate orally with individuals such as coworkers, taxpayers, taxpayer agents, government officials and attorneys to obtain and provide information.
4. Ability to read and comprehend maps, records, deeds, legal documents, financial reports, state and federal laws and regulations, court decisions, business records and other correspondence.
5. Ability to establish and maintain effective working relationships with taxpayers and coworkers.
6. Ability to operate standard office equipment including calculator, fax machine, printer, and copier.
7. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.
8. Ability to detect accounting and reporting irregularities.
9. Knowledge of accounting and auditing principles and procedures.
10. Knowledge of accounting data processing systems.
11. Knowledge of standard business and financial records.
12. Knowledge of current laws, methods, procedures and practices of business personal property appraisal as outlined in the Alabama Personal Property Appraisal Manual.

Physical Characteristics

1. See well enough to read fine print, maps and aerial photos.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to testify in court and explain appraisal process to the Board of Equalization.
4. Body movement or mobility to be able to move about on all types of construction sites and different terrain.
5. Stamina to withstand adverse weather conditions such as heat and cold when reviewing parcels in the county.
6. Physical ability or mobility to successfully perform in an office environment including everyday tasks such as typing; sitting; standing; bending; lifting; moving or carrying file boxes or boxes of paper.

Other Characteristics

1. Must be 21 years of age.
2. Be willing to travel throughout the county.
3. Be willing to work overtime and on weekends as required.
4. Be willing to travel in and out of the state of Alabama for educational requirements and training.

Minimum Requirements

1. High school diploma with two (2) years of college level courses in business administration, accounting, taxation, law, property valuation or related fields.
2. Prior related training and experience will be considered in lieu of college education.
3. Must have Support Staff designation through the Alabama Property Tax Education and Certification Program and a minimum of three (3) years' experience as a Personal Property Support Technician.
4. Must possess a valid Alabama driver's license and be insurable through the County Commission.

POSITION DESCRIPTION

Title: Real Property Specialist I

Dept: Revenue Commission

Job Analysis: November 2005, June 2010, August 2011, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Appraisal Clerk Supervisor, Appraisal Administrator, Assistant Appraisal Administrator, and Revenue Commissioner

Subordinate staff: None

Internal contacts: Members of the Revenue Commissioner's Office

External contacts: General Public, Elected Officials

Status: Classified/Non-Exempt (~~306~~ 307)

Job Summary

Work involves advanced clerical duties, sometimes complex due to the wide array of policies, guidelines and regulations. Work is performed by standard operating procedures but requires using independent judgment and initiative based on knowledge and adhering to the laws, rules, regulations, policies & procedures governing the department. Specialization of duties is based on responsiveness, precision, accuracy, analysis, initiative to follow through/follow up and knowledge gained through experience on the job. These employees may provide assistance or answer questions of less experienced coworkers. Employees are delegated a greater range of supervisory responsibility. They do not require close supervision.

Essential Functions of Work

The employee, based on their knowledge of our office practice, policies and requirements:

1. Provides a range of clerical responsibilities and actions without repeated instruction and/or review.
2. These employees train and instruct subordinates in operating procedures and practices.
3. They assist and relieve their supervisor of a wide range of administrative details such as updating coworkers on policy and procedure changes, responding to complaints and inquiries

from the public, ordering supplies or services, overseeing the maintenance of record keeping and filing systems, and assisting the appraisers.

4. Their essential domain is data input and retrieval, maintaining building permits and change forms, and preparing the informal hearings and BOE meetings.

Supervision Exercised

The employee assists in orienting, training and reviewing the work of subordinate clerical employees.

Working Environment/Physical Demands

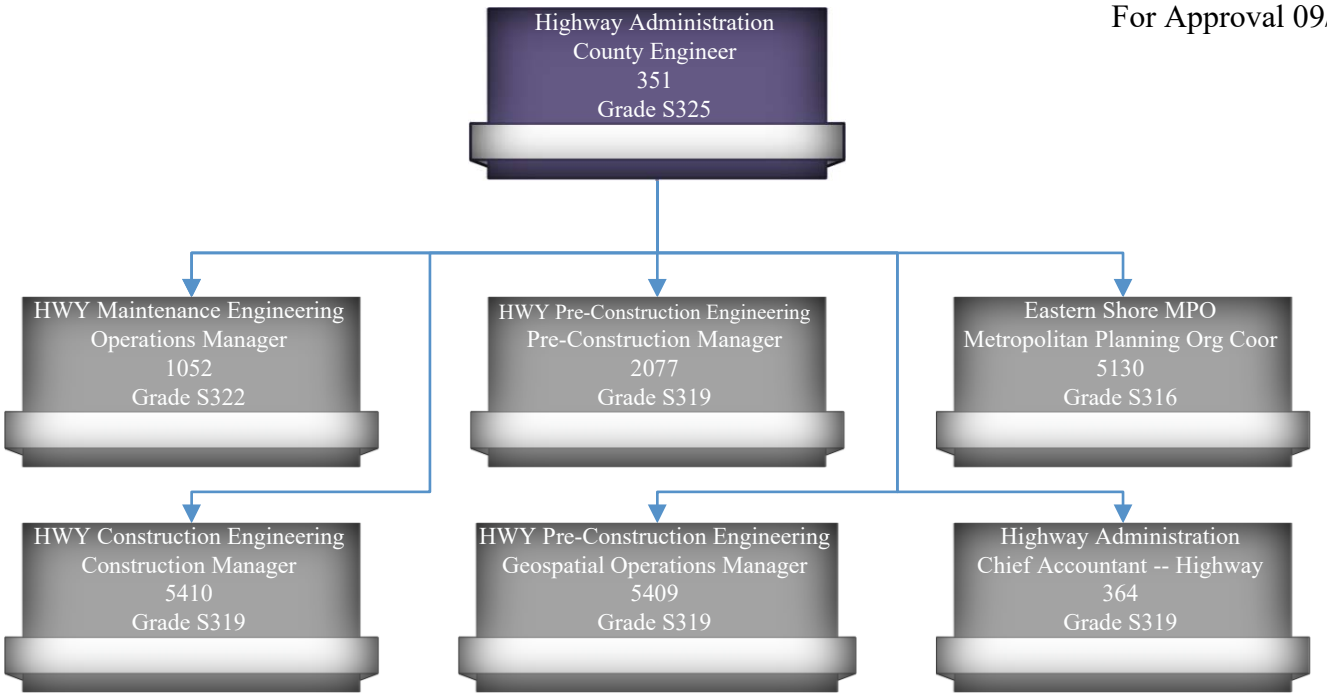
Office environment with every day risks or discomforts. Work is mostly sitting with occasional walking, standing, bending & carrying a file drawer or box of papers or files.

Knowledge, Skill, and Abilities

1. Knowledge of modern office practices, procedures & equipment.
2. Knowledge of business English, spelling and math.
3. Ability to use mathematical principles to make accurate and rapid calculations.
4. Knowledge and ability to follow and apply departmental rules, regulations, procedures and functions.
5. Ability to accurately prepare, process, sort and file a variety of forms, reports, records and documents.
6. Ability to read, comprehend, and follow simple oral and written instructions.
7. Ability to establish and maintain effective working relationships with other employees and the public.
8. Ability to direct the work of subordinate clerical personnel performing a variety of functions.
9. Ability to receive and resolve questions and complaints from the public.
10. Skills are needed for operation of standard office equipment including a personal computer, AS400, printer, copy machine, fax machine and calculator.

Minimum Qualifications

1. High school diploma or GED.
2. Must have Support Staff designation through the Alabama Property Tax Education and Certification Program and a minimum of 5 years as a Real Property Support Technician.


Highway Administration
County Engineer
351
Grade S325
HWY Maintenance Engineering
Operations Manager
1052
Grade S322
HWY Pre-Construction Engineering
Pre-Construction Manager
2077
Grade S319
Eastern Shore MPO
Metropolitan Planning Org Coor
5130
Grade S316
HWY Construction Engineering
Construction Manager
5410
Grade S319
HWY Pre-Construction Engineering
Geospatial Operations Manager
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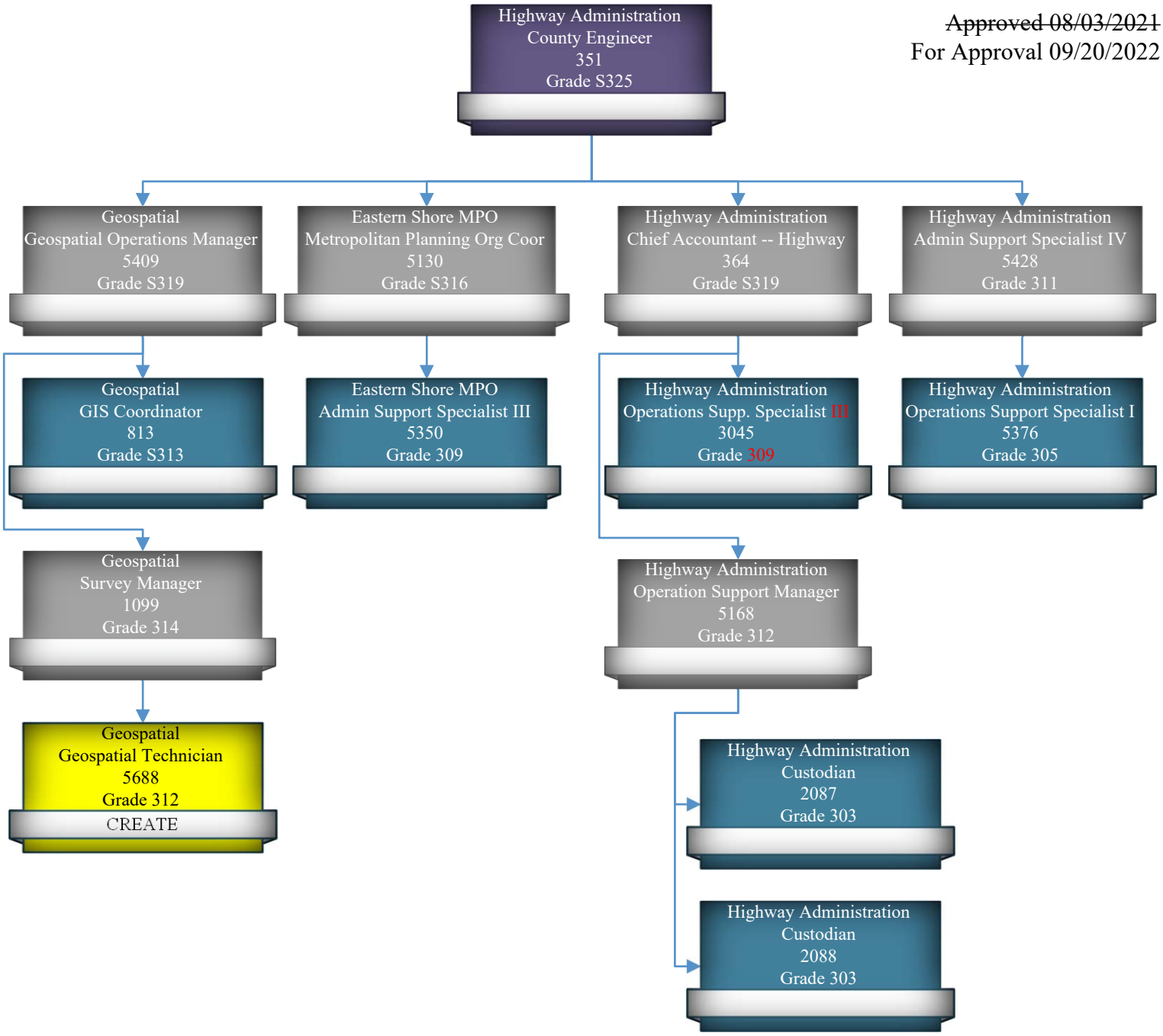
Grade S319
Highway Administration
Chief Accountant -- Highway
364
Grade S319

~~Approved 08/03/2021~~
For Approval 09/20/2022



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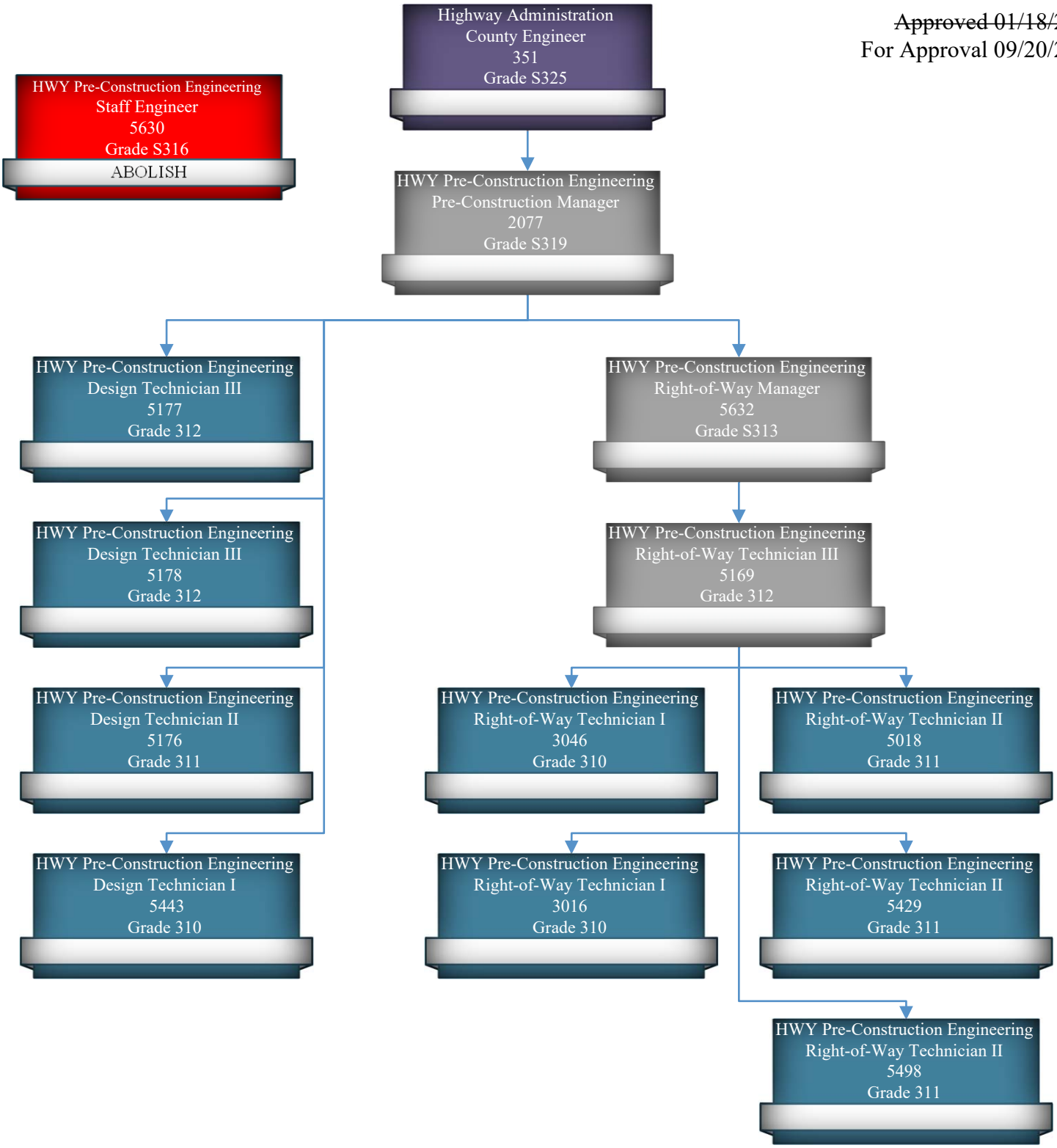
For Approval 09/20/2022



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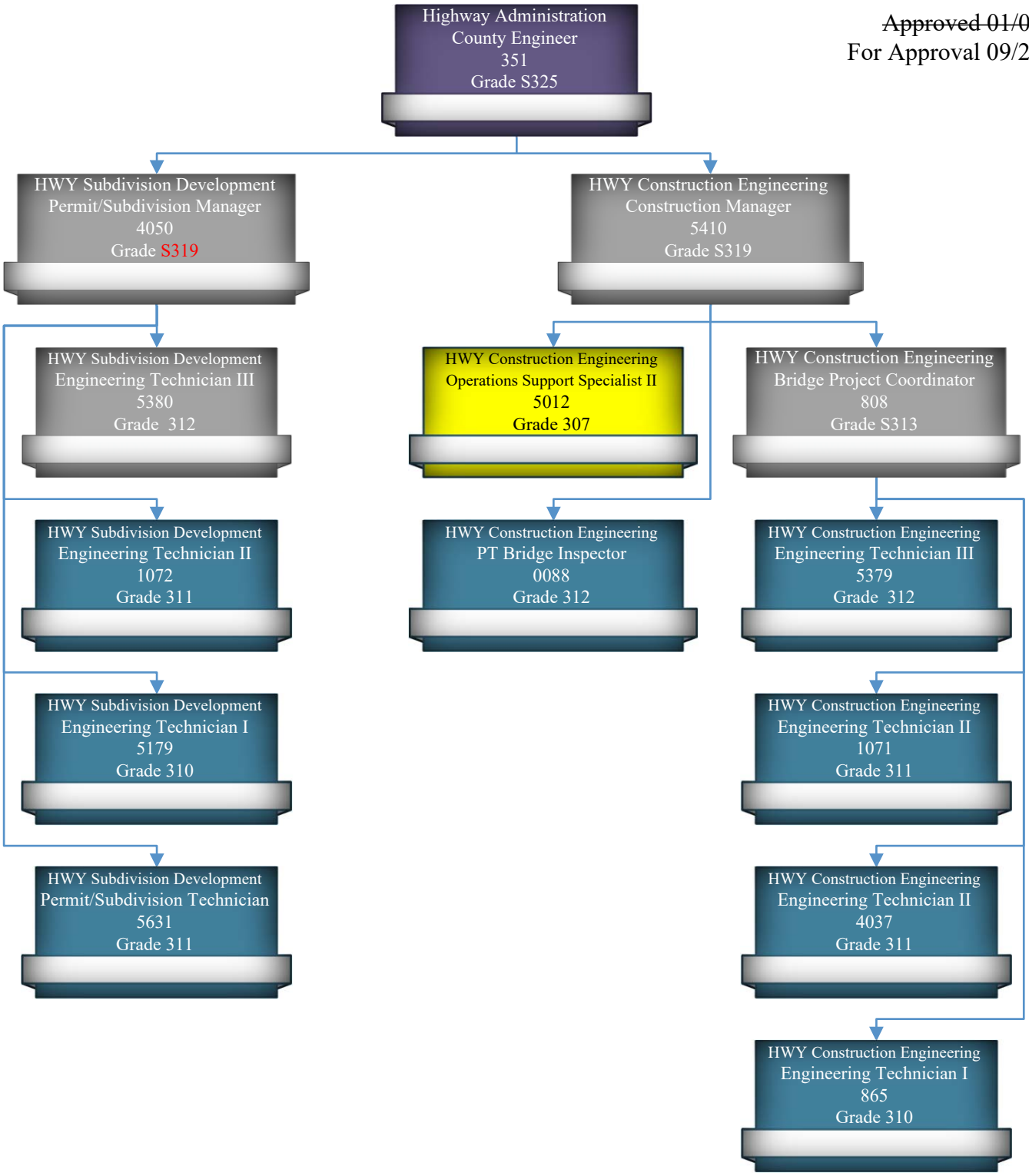
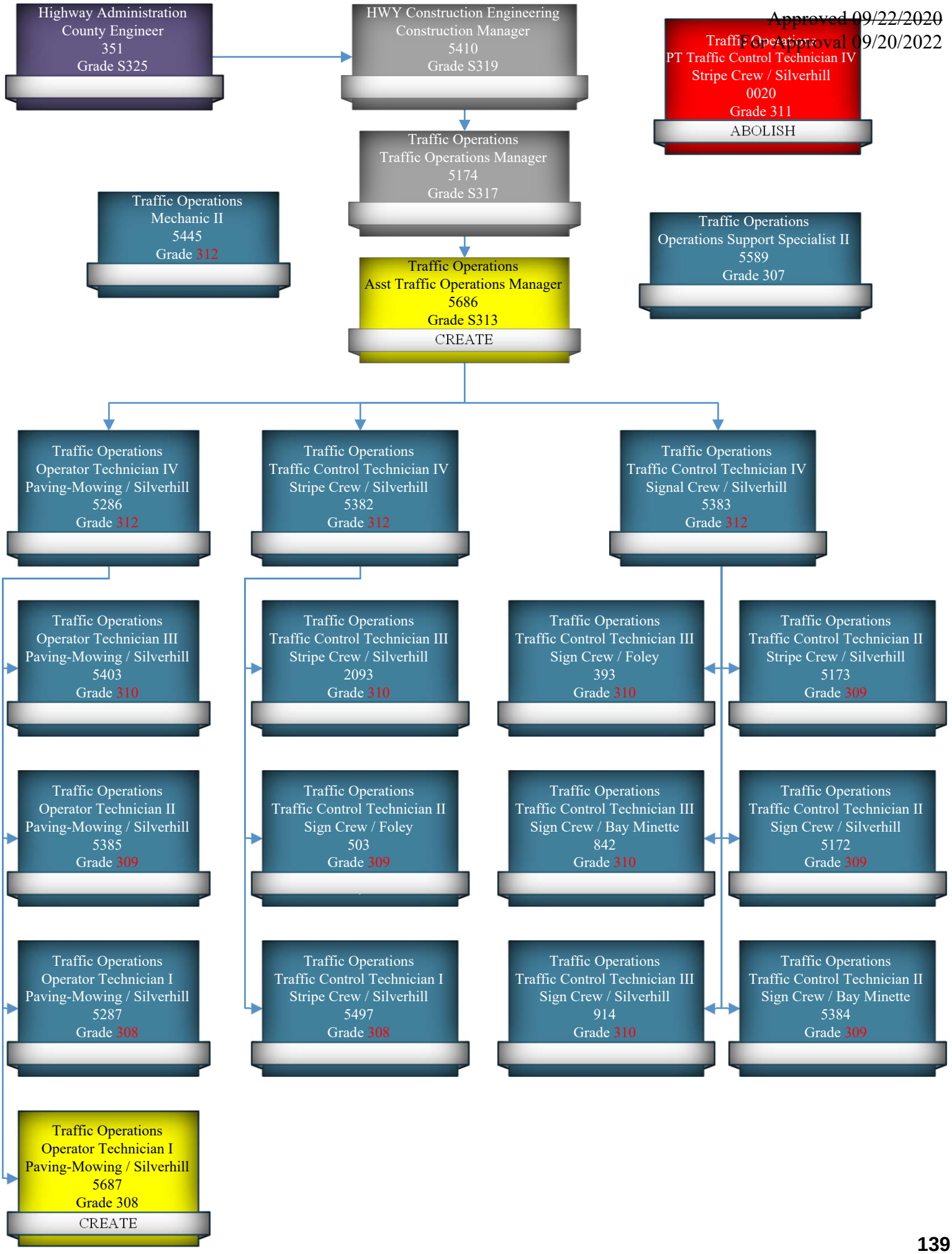
For Approval 09/20/2022

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For Approval 09/20/2022
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County Engineer
351
Grade S325
HWY Construction Engineering
Construction Manager
5410
Grade S319
Traffic Operations
PT Traffic Control Technician IV
Stripe Crew / Silverhill
0020
Grade 311
ABOLISH
Traffic Operations
Traffic Operations Manager
5174
Grade S317
Traffic Operations
Mechanic II
5445
Grade 312
Traffic Operations
Operations Support Specialist II
5589
Grade 307
Traffic Operations
Asst Traffic Operations Manager
5686
Grade S313
CREATE
Traffic Operations
Operator Technician IV
Paving-Mowing / Silverhill
5286
Grade 312
Traffic Operations
Traffic Control Technician IV
Stripe Crew / Silverhill
5382
Grade 312
Traffic Operations
Traffic Control Technician IV
Signal Crew / Silverhill
5383
Grade 312
Traffic Operations
Operator Technician III
Paving-Mowing / Silverhill
5403
Grade 310
Traffic Operations
Traffic Control Technician III
Stripe Crew / Silverhill
2093
Grade 310
Traffic Operations
Traffic Control Technician III
Sign Crew / Foley
393
Grade 310
Traffic Operations
Traffic Control Technician II
Stripe Crew / Silverhill
5173
Grade 309
Traffic Operations
Operator Technician II
Paving-Mowing / Silverhill
5385
Grade 309
Traffic Operations
Traffic Control Technician II
Sign Crew / Foley
503
Grade 309
Traffic Operations
Traffic Control Technician III
Sign Crew / Bay Minette
842
Grade 310
Traffic Operations
Traffic Control Technician II
Sign Crew / Silverhill
5172
Grade 309
Traffic Operations
Operator Technician I
Paving-Mowing / Silverhill
5287
Grade 308
Traffic Operations
Traffic Control Technician I
Stripe Crew / Silverhill
5497
Grade 308
Traffic Operations
Traffic Control Technician III
Sign Crew / Silverhill
914
Grade 310
Traffic Operations
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Sign Crew / Bay Minette
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Traffic Operations
Operator Technician I
Paving-Mowing / Silverhill
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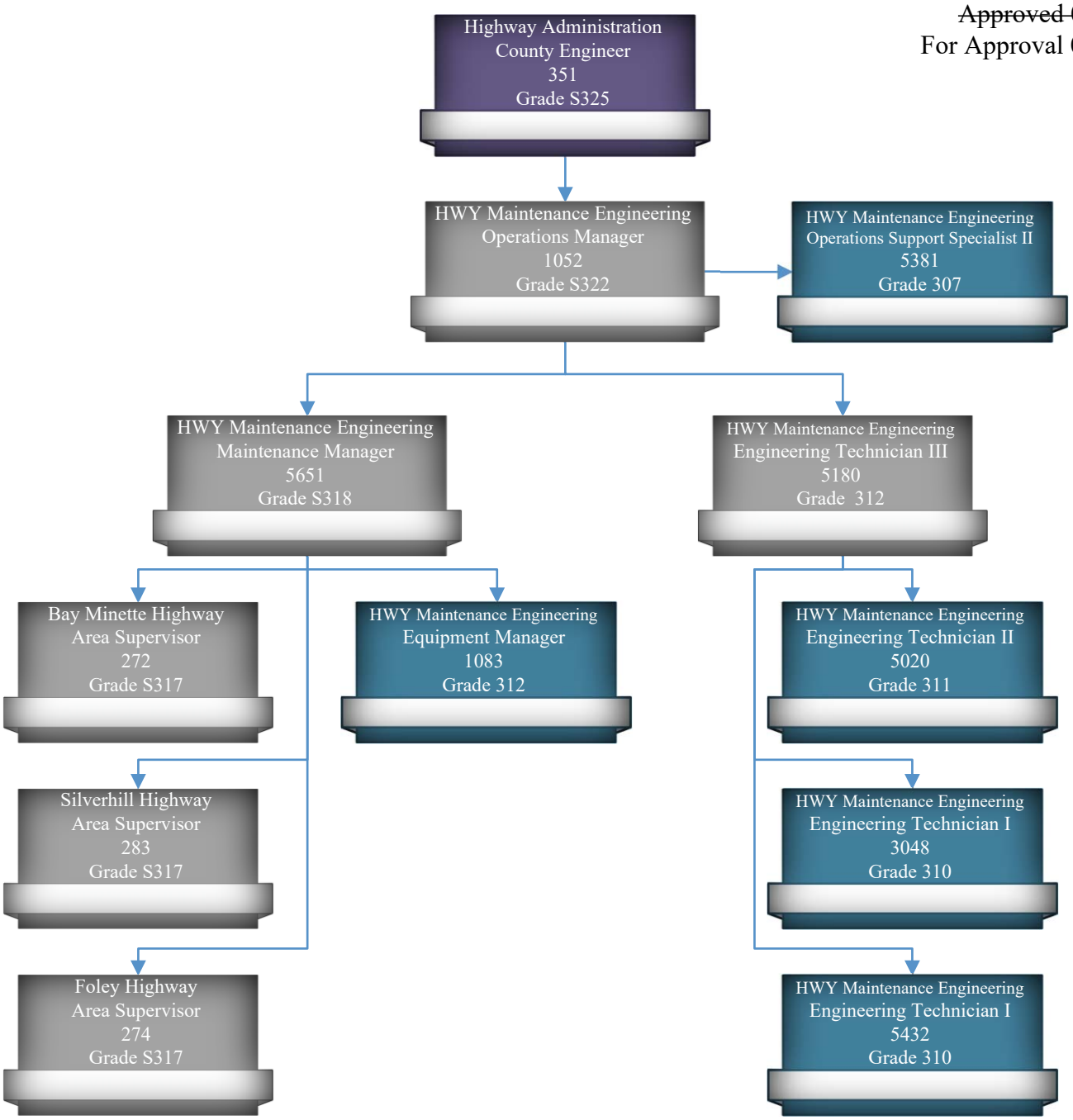
Grade 308
CREATE


Highway Administration
County Engineer
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Grade S325
HWY Maintenance Engineering
Operations Manager
1052
Grade S322
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Operations Support Specialist II
5381
Grade 307
HWY Maintenance Engineering
Maintenance Manager
5651
Grade S318
HWY Maintenance Engineering
Engineering Technician III
5180
Grade 312
Bay Minette Highway
Area Supervisor
272
Grade S317
HWY Maintenance Engineering
Equipment Manager
1083
Grade 312
HWY Maintenance Engineering
Engineering Technician II
5020
Grade 311
Silverhill Highway
Area Supervisor
283
Grade S317
HWY Maintenance Engineering
Engineering Technician I
3048
Grade 310
Foley Highway
Area Supervisor
274
Grade S317
HWY Maintenance Engineering
Engineering Technician I
5432
Grade 310

~~Approved 04/19/2022~~
For Approval 09/20/2022



~~Approved 04/19/2022~~
For Approval 09/20/2022



~~Approved 04/19/2022~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Assistant Traffic Operations Manager

Department: Highway Department – Traffic Operations

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: Traffic Control Sign Crew, Stripe/Signal Crew, BBE/Paving Crew

Internal Contacts: Area Maintenance Supervisors, Engineering Personnel, other County Employees

External Contacts: General Public, Material Suppliers Emergency Responders, Equipment Vendors and Other Government Employees

Status: Classified/Exempt (S313)

Job Summary

Responsible for assisting with direction and management of activities of Sign Crews, Stripe/Signal Crews, and BBE/Paving Crew in the County. Work involves supervising the sign crew, including maintenance of signs on existing roads and placement of signs on newly constructed roads, striping of existing roads and newly constructed roads as directed by the County Engineer. Work also involves supervising Expressway Maintenance Crew and internal paving operations.

Job Domains

A. Supervision

1. Supervise daily work routines in Traffic Control, to include signs, striping, and traffic signals.
2. Monitors work-in-progress and makes on-the-spot corrections when necessary.
3. Inspect finished work for compliance with specifications.
4. Maintain records of all County roads that are posted.
5. Make sure all materials are up to standards.

6. Coordinates ordering of signs and sign materials from vendors.
7. Supervise daily work routine of Expressway Maintenance Crew and internal paving operations.
8. Assists with employee evaluations and coordination of employee training.

B. Planning & Coordinating

1. Assist with planning and scheduling crews for sign maintenance and striping.
2. Assist in developing budget.
3. Assign work for sign and striping/paving crews.
4. Plan and schedule work to ensure traffic control devices are in place before projects start.
5. Ensure that all signs/paint striping are in proper placement by current ALDOT, County and MUTCD standards.
6. Inspect all Traffic Control signs/paint for reflectively.
7. Track all signs in County using GPS.

C. Miscellaneous

1. Read literature and attend formal training to improve knowledge and skills for both immediate and long-term application to the job.
2. Maintain good public relations with citizens.
3. Required to wear uniforms as directed by County Engineer.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
4. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
5. Knowledge of traffic regulations.
6. Thorough knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
7. Thorough knowledge of *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
8. Knowledge of safety rules including accident causes and prevention.
9. Ability to work independently without close supervision.
10. Knowledge of County policies, procedures, and rules.
11. Knowledge of traffic signals and their basic operations and how to troubleshoot basic problems and repair them.
12. Ability to operate computers / GPS Devices and train others to do so.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles, corrective lens acceptable.

2. Hear well enough to understand oral instructions, carry on conversation with public and workers, hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift objects, use hand tools, repair flashing signals and operate motor vehicles.
6. Ability to lift fifty (50) pounds, unassisted.

Other Characteristics

1. Willing to work overtime and weekends when necessary.
2. Willing to travel for schools and training.

Minimum Requirements

1. High school diploma or equivalent.
2. Possess a valid driver's license and be insurable by the County's insurance standards.
3. Five (5) years' experience in Traffic Operations preferred.

POSITION DESCRIPTION

Title: Geospatial Technician

Department: Highway Department – Geospatial

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Survey Manager, Geospatial Operations Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Highway Department Employees

External Contacts: General Public, Contractors, Utility Companies, ALDOT and Members of County Offices

Status: Classified/Non-Exempt (312)

Job Summary

This position performs various land surveying, Geographic Information Systems (GIS), and other duties including, but not limited to technical field survey work. Assists various sections in production and management of the County's surveying and GIS program. Position receives general direction on most assignments from the Survey Manager and/or Geospatial Operations Manager.

Job Domains

1. Performs various types of survey fieldwork (boundary, topographic, easement, right of way, etc.) and mapping to support specific projects and other staff.
2. Ability to perform in a production environment to satisfy project timelines.
3. Stake out right-of-way lines, monuments and other types of boundary lines.
4. Conduct field surveying for GIS asset inventories (pipes, box culverts, guardrail, etc.) as required.

Knowledge, Skills, and Abilities

1. Excellent verbal communication skills (listening and speaking) to meet with the public, communicate effectively with supervisors, co-workers and other personnel, and to maintain effective working relationships with all staff.
2. Ability to perform various types of survey fieldwork, ask for information and instructions, and communicate effectively via phone, email, and in person.
3. Writing skills to take field notes and produce written documentation of projects.
4. Reading skills to understand and interpret Alabama Highway Standards Specifications memoranda, blueprints, plat, and property descriptions.
5. Knowledge of state and county laws, policies and procedures pertaining to specifications, construction, etc.
6. Ability to use total station, level, calculator, GPS and data collector.
7. Ability to exercise independent judgment and initiative in planning and implementing work.
8. Knowledge of rules and regulations regarding safety.
9. Understanding and competency of Geographic Information Systems (GIS).
10. Ability to understand and follow written instructions.

Physical Characteristics

1. Understand and respond accordingly to verbal communications or oral instructions, carry on a conversation with the public and other staff; hearing aids are acceptable.
2. See well enough to read fine print and numbers accurately on a computer monitor or on a printed document without transposition, operate advanced measurement instrumentation, and operate a motor vehicle.
3. Strength and sufficient body movement to conduct field surveys, lift objects, use hand tools, and operate a motor vehicle.
4. Ability to work outdoors in hot or cold weather while navigating rough terrain.
5. Ability to lift up to 100 lbs (such as manhole covers, etc.)
6. Ability to bend, stoop, crawl, climb hills or ditches, and stand for long periods of time.

Other Characteristics

1. Willing to travel to training sessions, meetings and seminars on public works.
2. Willing to work non-standard hours as necessary.

Minimum Requirements

1. Possess a valid driver’s license and be insurable by the County’s insurance standards.
2. Minimum of one (1) year experience on a survey crew for right of way, boundary, construction or topographic surveys.
3. Graduation from a standard high school or GED acceptable.
4. Experience with ESRI ArcGIS software products preferred.
5. Trimble Access field surveying software experience a plus.

POSITION DESCRIPTION

Title:	Mechanic II – (Maintenance Area Barn Option)
Department:	Highway Department – Maintenance Section
Job Analysis:	January 2013, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Area Maintenance Supervisor, Assistant Area Maintenance Supervisor, Operations Manager, County Engineer
Subordinate Staff:	Shop help assigned by Supervisor
Internal Contacts:	Members of work group, Engineering, County Purchasing Officer
External Contacts:	Equipment Suppliers, Parts Suppliers
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Analyze, diagnose and tune engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, replacement of coil, condenser and breaker points.
2. Remove and disassemble major units such as engine, transmission, differential; inspect parts for wear, and reassembles.
3. Repair and replace parts such as pistons, rods, gears, and bearings.
4. Overhaul and replace carburetors, generators, radiators, alternators, starters, distributors and pumps.
5. Rewire ignition system, lights and instrument panel.
6. Realign and adjust brakes, repairs or replaces shock absorbers.

7. Replace and adjust headlights, and install or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
8. Perform additional repairs as needed.

B. Heavy Equipment Repair and Maintenance

1. Analyze malfunctions, and repair, rebuild and maintain heavy construction equipment such as motor graders, backhoes, bulldozers, asphalt spreaders etc.
2. Replace defective engines and subassemblies.
3. Replace or repair major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Weld to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fill holes and builds up metal parts.
2. Replace batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repair or replace tires.
4. Perform related mechanic duties as required.
5. Perform various duties including operation of equipment and some manual labor as needed.
6. Test repaired equipment to ensure operating efficiency.
7. Supervise other personnel performing equipment maintenance.
8. Make recommendations to supervisor concerning specification requirements for bidding and purchasing of new equipment.
9. Ensure vehicle / equipment fleet is kept in safe operational working order.
10. Ensure all vehicles/equipment in fleet receive routine maintenance on schedule.
11. Ensure accurate records are maintained for repairs/maintenance performed on all vehicles/equipment.

Knowledge, Skills and Abilities

1. Verbal skills to communicate information to supervisors, co-workers, and vendors.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills and ability in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.
10. Knowledge of safety rules, including accident causes and prevention.
11. Knowledge of first aid procedures.
12. Ability to work independently without close supervision
13. Knowledge of county policies, procedures and rules.

14. Knowledge of/and has ability to work on Tier 4 engine component.
15. See well enough to read regular print and numbers without error or transposition and inspect small parts.
16. Hear well enough to talk on telephone, to determine mechanical problems.
17. Speak clearly enough to communicate information to helper.
18. Use of hands and fingers to write, to use tools.
19. Strength to lift 50 pounds unassisted.
20. Physical dexterity sufficient to operate levers, gears, etc.
21. Body movement to climb on top of or crawl under various types of equipment.

Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to travel to pick up parts and material out of area.
3. Required to wear uniforms as directed by County Engineer.

Minimum Qualifications

1. Possess a valid commercial driver's license. (CDL – Class A)
2. Experience in automotive and heavy equipment repairs and maintenance.

POSITION DESCRIPTION

Title: Mechanic II

Department: Highway Department – Traffic Operations

Job Analysis: February 2019, October 2019, November 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Traffic Operations Manager, County Engineer

Subordinate Staff: Shop help assigned by Supervisor

Other Internal Contacts: Operation Support Specialist II, Engineering, Equipment Manager, County Purchasing Officer

External Contacts: Equipment Suppliers, Parts Suppliers, General Public

Status: Classified/ Non-Exempt (~~311~~ 312)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, and replacement of coil, condenser, and breaker points.
2. Removes and disassembles major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors and pumps.
5. Rewires ignition system, lights and instrument panel.
6. Realigns and adjusts brakes, repairs or replaces shock absorbers.
7. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.

8. Performs additional repairs as needed.
9. Performs routine maintenance and repairs on bucket trucks as needed.

B. Heavy and Light Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds and maintains heavy/light construction equipment such as asphalt spreader, rollers, paint truck, tractors, bat wings, lawn mowers, weed eaters, pressure washers, small engines, etc.
2. Replaces defective engines and subassemblies.
3. Replaces or repairs major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as needed.
6. Tests repaired equipment to ensure operating efficiency.
7. Makes recommendations to supervisor concerning specification requirements for bidding and purchasing of new equipment.
8. Ensures Vehicle / Equipment fleet is kept in safe operational working order.
9. Ensures all Vehicles/Equipment in fleet receive routine maintenance on schedule.
10. Ensures accurate records are maintained for repairs/maintenance performed on all Vehicles/Equipment.

Knowledge, Skills, and Abilities

1. Verbal skills to communicate information to supervisors, co-workers, and vendors.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy/light construction equipment.
10. Knowledge of safety rules, including accident causes and prevention.
11. Knowledge of first aid procedures.
12. Ability to work independently without close supervision
13. Knowledge of county policies, procedures and rules.
14. Knowledge of/and has ability to work on Tier 4 engine component.

15. Required to wear uniforms as directed by County Engineer.

Physical Characteristics

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 50 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

Minimum Qualifications

1. Willing to work overtime and weekends in emergencies.
2. Have a valid commercial driver's license. (CDL – Class A).
3. Willing to travel to pick up parts, materials and gather quotes out of area.
4. Experience in automotive and heavy equipment repairs and maintenance.

POSITION DESCRIPTION

Title:	Operations Support Manager (Accounting Option)
Department:	Highway Department – Administration Section
Job Analysis:	August 2013, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Chief Accountant/Highway, County Engineer
Subordinate Staff:	Custodians
Internal Contacts:	Finance & Accounting Department, Budget Director, Purchasing Department, Highway Supervisors, Grants Coordinator, Parks Department, Solid Waste Department, and other County Employees
External Contacts:	Vendors, Representatives from other Agencies
Status:	Classified/Non-Exempt (312)

Job Summary

This individual provides general operations and accounting support for the County's Highway Department and directly supports the Highway Department's Chief Accountant. This individual also provides specific support to the Highway Area Maintenance Supervisors and Office Managers.

Job Domains

A. Accounting Department

1. Contact vendors concerning any discrepancies.
2. Assist Chief Accountant with statistical reports, financial analyses, and project recaps.
3. Assist in yearly budget preparation and new fiscal year project setup.
4. Monitor all Highway monthly budget reports for accuracy and assists Chief Accountant with various reports reflecting current department figures.
5. Assist the Chief Accountant with the year-end closing process.
6. Prepare quarterly RRR and Sales Tax reports and deliver to the Chief Compliance Officer.

7. Review all Baldwin County Commission meeting agendas for Highway related items, (new employee hires, promotions and transfers, material bids, projects, and contracts) and ensure that all necessary follow-up actions are performed by Highway staff.

B. Purchasing

1. Support all purchasing activities for the Highway Department.
2. Maintain and provide follow up on Highway purchase orders.
3. Assist Highway Supervisors concerning the purchasing of equipment and supplies.

C. Administrative & Record Keeping

1. Maintain Munis EAM Equipment asset database and electronic records of all equipment for the Highway Department. Assist Equipment Manager with yearly equipment inventory.
2. Maintain vendor invoice files.
3. Monitor Executime payroll system for parity with Munis Work Order management system. Prepare reports to assist management with payroll related queries.
4. Manage and direct custodial staff as needed.

D. Project/Work Order Management System

1. Oversee and maintain the Munis Project management system database and create reports as needed.
2. Maintain Munis EAM Labor/Job Codes with current employees and position rates.
3. Administer the Project Initiation process including verifying all new project data, creating the electronic file, and establishing project in Munis Project management system.
4. Manage all user permissions and security levels for the Munis project management system.
5. Maintain Munis EAM Item material database with annual bid pricing.
6. Assist the Chief Accountant with the maintenance and preparation of the Highway Management Plan.

Knowledge, Skills, and Abilities

1. Verbal skills to communicate effectively with office staff and general public.
2. Math skills to perform accounting and bookkeeping operations.
3. Writing skills to prepare reports, complete forms, compose letters and accurately and neatly post journals and ledgers.
4. Ability to process and interpret data to make informed decisions.
5. Reading skills to read and understand written instructions, manuals and correspondence.
6. Listening skills to understand verbal communications with coworkers and public.
7. Ability to operate office machines such as calculator, computer terminal and copy machine.
8. Thorough knowledge of basic bookkeeping and accounting principles and procedures.
9. Knowledge of general office procedures.

10. Thorough knowledge of departmental policies and procedures and ability to apply them to work problems.
11. Thorough knowledge of Microsoft Word and Excel.
12. Thorough knowledge of Crystal Reports.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations will be made.)

1. See well enough to read fine print and numbers accurately and without transposition.
2. Hear well enough to respond to verbal communication and to use the telephone.
3. Speak well enough to communicate to the public in a polite and effective manner.
4. Body movement to bend, stoop and move about.
5. Manual dexterity to write and type.
6. Strength to lift up to 20 pounds.

Other Characteristics

1. Willing to work overtime and nonstandard hours to meet deadlines.

Minimum Qualifications

1. High school diploma or equivalent; accounting and bookkeeping experience of two (2) years.
2. Have a valid driver's license.

POSITION DESCRIPTION

Title:	Operations Support Specialist II (Construction)
Department:	Highway Department – Construction Section
Job Analysis:	September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Construction Manager, County Engineer
Subordinate Staff:	None
Internal Contacts:	BCHD Section Heads, Construction Section Personnel, and other County Employees
External Contacts:	General Public
Status:	Classified/Non-Exempt (307)

Job Summary

To successfully complete any job/duty as deemed necessary by the County Construction Manager or his/her designee.

Job Domains

1. Maintains organized office records and documents with both computerized and hard filing systems.
2. Provides prompt response and proper management of department emails.
3. Assists with department purchasing/payments.
4. May prepare agenda items.
5. Provides clerical assistance, data entry and answers phone calls.
6. Treats the public in a courteous, prompt and professional manner.

Knowledge, Skills, and Abilities

1. Knowledge of basic high school mathematics.
2. A good working knowledge of general office practices and procedures.
3. Familiar with computers and various software programs. Skills to communicate effectively with office staff, supervisors, and general public.

4. Skills to read and understand printed reports.
5. Knowledge of filing procedures.
6. Knowledge of office machinery operations.
7. Ability to establish and maintain effective working relationships with supervisors, co-workers, and the general public.
8. Ability to operate word processing equipment and data entry.

Physical Characteristics

1. See well enough to read.
2. Hear well enough to talk on telephone and deal with general public.
3. Speak well enough to discuss projects with supervisors, co-workers, consultants, the general public, and Engineers.

Other Characteristics

1. Willing to work overtime and weekends when necessary.

Minimum Qualifications

1. 2-3 years' experience in an office setting.
2. Have a valid driver's license.

POSITION DESCRIPTION

Title:	Operations Support Specialist III (Accounting Option)
Department:	Highway Department – Administration Section
Job Analysis:	September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Chief Accountant/Highway, County Engineer
Subordinate Staff:	None
Internal Contacts:	Finance & Accounting Department, Budget Director, Purchasing Department, Highway Supervisors, Area Maintenance Personnel and other County Employees
External Contacts:	Vendors, Representatives from other Agencies
Status:	Classified/Non-Exempt (309)

Job Summary

This individual provides administrative, operational and accounting support for the County's Highway Department. This individual also provides specific support to the Supervisors, maintains organized office records and documents, performs project auditing, reconciliation, and reimbursement, and any job/duty deemed necessary by his/her supervisor and/or designee.

Job Domains

A. Accounting Department

1. Contact vendors concerning any discrepancies.
2. Assist Chief Accountant with statistical reports, financial analyses, and project recaps.
3. Assist in yearly budget preparation and new fiscal year project setup.
4. Audit all project records to reconcile expenses between the financial project and associated work orders. This includes confirming data is appropriately assigned to projects, working with Highway and other County staff to make necessary adjustments, and preparing/performing related journal entries.
5. Provide support and guidance for all Highway staff as related to their necessary functions within the Munis Project and Work Order management systems. Facilitate training of

said staff and other County employees as needed to ensure thorough understanding of entry, validation and reporting of the input of associated cost and time.
6. Prepare and monitor third party billings for various reimbursable projects, including billing in accordance with agreements, following up on unpaid billings, tracking and documenting payment receipts, and reconciling Highway accounts receivables with Finance & Accounting's records.
7. Review reimbursements prepared by other Highway sections to confirm they are prepared in accordance with agreements/contracts/etc. This includes following up on unpaid billings, tracking and documenting payment receipts, and reconciling Highway accounts receivables with Finance & Accounting's records.
8. Monitor Highway Department monthly project budget reports for accuracy and assist Chief Accountant with various reports reflecting current project funding and expenditures.

B. Purchasing

1. Provide support for all purchasing activities for the Highway Department.

C. Administrative & Record Keeping

1. Maintain electronic and hard copy project files, including but not limited to project initiation forms, email communications and related agendas/agreements/journal entries.
2. Maintain electronic and paper copies of all third-party billings and reimbursements.
3. Maintain database of all billings and reimbursements.
4. Maintain schedule of Highway staff in-progress training and database of training history for Munis Project and Work Order management systems.

D. Project/Work Order Management System

1. Monitor Project management system database (labor, equipment, material and contracted costs) and create reports as needed.
2. Maintain Work Order management system database, validating accuracy of various cost and time inputs and ensure its correctness of use and categorization, i.e. project versus maintenance related.
3. Maintain Work Project management system, including setup, maintenance and reporting.

Knowledge, Skills, and Abilities

1. Verbal skills to communicate effectively with office staff and general public.
2. Math skills to perform accounting and bookkeeping operations.
3. Writing skills to prepare reports, complete forms, compose letters and accurately and neatly post journals and ledgers.
4. Ability to process and interpret data to make informed decisions.
5. Reading skills to read and understand written instructions, manuals and correspondence.
6. Listening skills to understand verbal communications with coworkers and public.
7. Ability to operate office machines such as calculator, computer terminal and copy machine.

8. Thorough knowledge of basic bookkeeping and accounting principles and procedures.
9. Knowledge of general office procedures.
10. Thorough knowledge of departmental policies and procedures and ability to apply them to work problems.
11. Thorough knowledge of Microsoft Word and Excel.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations will be made.)

1. See well enough to read fine print and numbers accurately and without transposition.
2. Hear well enough to respond to verbal communication and to use the telephone.
3. Speak well enough to communicate to the public in a polite and effective manner.
4. Body movement to bend, stoop and move about.
5. Manual dexterity to write and type.
6. Strength to lift up to 20 pounds.

Other Characteristics

1. Willing to work overtime and nonstandard hours to meet deadlines.

Minimum Qualifications

1. High school diploma or equivalent.
2. Accounting and Bookkeeping experience of two (2) years.
3. Willing to work nonstandard hours as necessary.
4. Have a valid driver’s license.

POSITION DESCRIPTION

Title: Operator Technician I (BBE/Paving)

Department: Highway Department – Traffic Operations

Job Analysis: September 2017, September 2018, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group and Engineering

External Contacts: General Public

Status: Classified/Non-Exempt (~~307~~ 308)

Job Summary

Operates various types of heavy/light equipment contributing to the operation of the Highway Department. Performs maintenance inspections on assigned equipment and may assist mechanic with repairs. Performs routine manual labor as required. Work also involves performing complex traffic control operations and assisting the sign, stripe and signal crews as needed.

Job Domains

A. Equipment Operation

1. Must be able to operate a minimum of three pieces of the following equipment: dump truck, tiller, bush hog, light tractor, or a box blade.
2. May also operate the paint truck and bucket truck with aerial lift.
3. Required to wear uniforms as directed by the County Engineer.
4. Operate paving equipment as needed.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauges and other indicators for non-standard conditions.

3. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems. May assist mechanic with mechanical failure repairs.
4. Responsible for safe operation of equipment.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road Maintenance Program.
4. Loads and unloads trucks of construction materials and supplies.
5. Shovels asphalt, cinder, rocks, soil and other materials.
6. Repairs bridges.
7. Installs traffic signs for public safety.
8. Performs related manual labor as required.
9. Directs traffic at jobsite.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures, and instructions.
4. Knowledge of traffic regulations.
5. Defensive driving skills.
6. Knowledge of safety rules including accident causes and prevention.
7. Ability to work independently without close supervision.
8. Knowledge of County policies, procedures, and rules.
9. Ability to stand all day.
10. Ability to lift 50 pounds.
11. Knowledge of The Manual of Uniform Traffic Control Devices and how to apply the manual to real world applications.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Willing to respond to callouts when deemed necessary by the Supervisor.

Minimum Qualifications

1. Have a valid commercial driver's license (CDL Class B) or must obtain a class B CDL within the first 6-month probationary period and be insurable by the County's insurance standards.
2. Prefer one (1) year experience in operation of light equipment.

POSITION DESCRIPTION

Title: Operator Technician I

Department: Highway Department – Maintenance Section

Job Analysis: February 2011, February 2020, July 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Assistant Area Supervisor and/or Designated Crew Chief, Area Supervisor, Maintenance Manager, Operations Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group and Engineering

External Contacts: General Public

Status: Classified/Non-Exempt (~~307~~ 308)

Job Summary

Operates various types of heavy/light equipment contributing to the operation of the Highway Department. Performs maintenance inspections on assigned equipment and may assist mechanic with repairs. Performs routine manual labor as required

Job Domains

A. Equipment Operation

1. Must be able to operate a variety of equipment such as a tiller, bush hog, light tractor, box blade, mechanical broom, skid steer, and/or roller. Will operate a dump truck once a Class B CDL is obtained.
2. May operate other equipment as assigned.
3. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspection of assigned equipment.

2. While equipment is being operated, continuously monitor gauges and other indicators for non-standard conditions.
3. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems. May assist mechanic with mechanical failure repairs.
4. Responsible for safe operation of equipment.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road Maintenance Program.
4. Load and unload construction materials and supplies from trucks.
5. Shovels asphalt, cinder, rocks, soil, and other materials.
6. Assist with bridge repairs.
7. Installs traffic signs for public safety.
8. Performs related manual labor as required.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures, and instructions.
4. Knowledge of traffic regulations.
5. Defensive driving skills.
6. Knowledge of safety rules including accident causes and prevention.
7. Ability to work independently without close supervision.

Physical Characteristics

1. Body movement to bend, stoop, and move about in an outdoor environment.
2. Ability to stand and work outdoors all day at all times of year.
3. Must be able to lift up to 50lbs.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.

Minimum Qualifications

1. Have a valid commercial driver's license (CDL Class B) or must obtain a class B CDL within the first 6-month probationary period and be insurable by the County's insurance standards.
2. Prefer one (1) year experience in operation of light equipment.

POSITION DESCRIPTION

Title: Operator Technician II (BBE/Paving)

Department: Highway Department – Traffic Operations

Job Analysis: September 2017, September 2018, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: Crew assigned by Supervisor

Internal Contacts: Members of work group and Engineering

External Contacts: General Public

Status: Classified/Non-Exempt (~~308~~ 309)

Job Summary

Operates various types of heavy/light equipment contributing to the operation of the Highway Department. Performs maintenance inspections on assigned equipment and may assist mechanic with repairs. Performs routine manual labor as required. Work also involves performing complex traffic control operations and assisting the sign, stripe and signal crews as needed.

Job Domains

A. Equipment Operation

1. Must be able to operate a minimum of three pieces of the following equipment: dump truck, tiller, bush hog, light tractor, or a box blade.
2. May also operate the paint truck and bucket truck with aerial lift.
3. Required to wear uniforms as directed by the County Engineer.
4. Operate paving equipment as needed.
5. May serve as crew leader.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspection of assigned equipment.

2. While equipment is being operated, continuously monitors gauges and other indicators for non-standard conditions.
3. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems. May assist mechanic with mechanical failure repairs.
4. Responsible for safe operation of equipment.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road Maintenance Program.
4. Loads and unloads trucks of construction materials and supplies.
5. Shovels asphalt, cinder, rocks, soil and other materials.
6. Repairs bridges.
7. Installs traffic signs for public safety.
8. Performs related manual labor as required.
9. Directs traffic at jobsite.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Knowledge of traffic regulations.
5. Defensive driving skills.
6. Knowledge of safety rules including accident causes and prevention.
7. Ability to work independently without close supervision.
8. Knowledge of County policies, procedures, and rules.
9. Ability to stand all day.
10. Ability to lift 50 pounds.
11. Knowledge of The Manual of Uniform Traffic Control Devices and how to apply the manual to real world applications.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Willing to respond to callouts when deemed necessary by the Supervisor.

Minimum Qualifications

1. One (1) year experience in operation of light equipment.
2. ~~Valid Commercial Driver's License (CDL – Class A) and be insurable by the County's insurance standards.~~ Have a valid commercial driver's license (CDL Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Operator Technician II
Department:	Highway Department – Maintenance Section
Job Analysis:	February 2011, July 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Assistant Area Supervisor and/or Designated Crew Chief, Area Supervisor, Maintenance Manager, Operations Manager, County Engineer
Subordinate Staff:	None
Internal Contacts:	Members of work group and Engineering
External Contacts:	General Public
Status:	Classified/Non-Exempt (~~308~~ 309)

Job Summary

Operates various types of heavy/light equipment contributing to the operation of the Highway Department. Performs maintenance inspections on assigned equipment and may assist mechanic with repairs. Performs routine manual labor as required

Job Domains

A. Equipment Operation

1. Must have at least two (2) years experience operating a minimum of seven pieces of the following equipment: dump truck, roller, tiller, bush hog, front end loader, tractor, motor grader, backhoe/excavator, chip spreader, bulldozer, box blade boom mower.
2. May operate other equipment as assigned.
3. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitor gauges and other indicators for non-standard conditions.

3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems. May assist mechanic with mechanical failure repairs.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road Maintenance Program.
4. Load and unload construction materials and supplies from trucks.
5. Shovels asphalt, cinder, rocks, soil and other materials.
6. Assist with bridge repairs.
7. Installs traffic signs for public safety.
8. Directs traffic at job site.
9. Performs related manual labor as required.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
5. Knowledge of traffic regulations.
6. Defensive driving skills.
7. Knowledge of safety rules including accident causes and prevention.
8. Ability to work independently without close supervision.
9. Knowledge of county policies, procedures and rules.

Minimum Qualifications

1. Willing to work overtime and weekends in emergencies or when required.
2. Have a valid commercial driver's license (CDL Class B).
3. Two (2) years or more experience in operation of light construction equipment.
4. Willing to travel to pick up material out of area.

POSITION DESCRIPTION

Title: Operator Technician III (BBE/Paving)

Department: Highway Department – Traffic Operations

Job Analysis: October 2017, September 2018, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: Crew assigned by Supervisor

Internal Contacts: Members of work group and Engineering

External Contacts: General Public

Status: Classified/Non-Exempt (~~309~~ 310~~309~~)

Job Summary

Must be able to competently operate a minimum of eleven (11) pieces of the following equipment: dump truck, tractor, bush hog, tiller, backhoe/excavator, motor grader, chip spreader, tractor trailer/low boy, bulldozer, front end loader, roller, asphalt spreader, scraper, distributor, paint truck, gradeall, boom mower, or other special skill.

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies supervisor/crew leader of equipment failures and may assist with repairs. May assist with bridge maintenance. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment Operators I and II's in use of various road equipment. Must be able to work without close supervision and be able to serve as crew leader for operations as directed. Work also involves performing complex traffic control operations and assisting the sign, stripe and signal crews, as needed.

Job Domains

A. Equipment Operation

Minimum of three (3) years' experience in one or more of the following:

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1. Performs complex and difficult operations using one or more of the following equipment:
   a. Operates a motor grader to perform the most difficult finishing and grading operations;
   b. Performs the full range of operation with bulldozer, front-end loader, scraper, roller, tractor-trailer, power shovel, backhoe, crane, asphalt paver, and other types of heavy equipment;
   c. Operates an excavator or gradeall in digging ditches, digging trenches and setting pipe, placing bridge timbers, demolition, and digging roots.

2. Loads and hauls various heavy equipment and machinery on low-boy truck and trailer.
3. May operate other equipment such as dump truck and light tractor.
4. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
5. May supervise and direct the work of other personnel in complex construction and maintenance projects.
6. May advise foreman on capabilities and best utilization of various types of heavy equipment.
7. Operate paving equipment as needed.
8. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operation equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies supervisor/crew leader of mechanical or safety problems.
5. May assist mechanic or other repairmen with mechanical repairs.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the paved road.
4. Shovel asphalt.
5. Repairs bridges.
6. Performs related manual labor as required.
7. Install traffic signs for public safety.

Knowledge, Skills and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.

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4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow instructions and counsel with crew members.
6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability; skill in operation of a wide variety of heavy equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of traffic regulations.
10. Defensive driving skills.
11. Knowledge of safety rules, including accident causes and prevention.
12. Must be able to stand all day.
13. Must be able to lift 50 lbs.
14. Knowledge of County policies, procedures, and rules.
15. Knowledge of *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real work applications.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Considerable experience in operating heavy equipment or possess unique skills.
3. Willing to travel to pick up material out of area.

Minimum Qualifications

1. Have a valid commercial driver license (CDL Class A) and be insurable by the County's insurance standards.
2. Minimum of three (3) years' experience in complex and difficult operations in equipment operation.

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POSITION DESCRIPTION

Title:	Operator Technician III
Department:	Highway Department – Maintenance Section
Job Analysis:	February 2011, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Assistant Area Supervisor and/or Designated Crew Chief, Area Supervisor, Maintenance Engineer, County Engineer
Subordinate Staff:	Crew assigned by Area Supervisor/Assistant Area Supervisor
Internal Contacts:	Members of work group and Engineering
External Contacts:	General Public, Police, Other Government Employees
Status:	Classified/Non-Exempt (~~309~~ 310)

Job Summary

Must be able to competently operate a minimum of eleven pieces of the following equipment: dump truck, tractor, bush hog, tiller, backhoe/excavator, motor grader, chip spreader, tractor trailer/low boy, bulldozer, front end loader, roller, asphalt spreader, scraper, distributor, paint truck, gradall, boom mower, or other special skill.

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Supervisor/Assistant Supervisor of equipment failures and may assist with repairs. May assist with bridge maintenance. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment Operators I and II in use of various road equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, leadership, and other skills necessary for efficient operation of the department.

Job Domains

A. Equipment Operator

Minimum of three years experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
   a. Operates a motor grader to perform the finishing and grading operations;
   b. Performs the full range of operation with bulldozer, front-end loader, scraper, roller, tractor-trailer, power shovel, backhoe, crane, asphalt paver, and other types of heavy equipment;
   c. Operates a soil pan doing earth-moving and rough grading; or
   d. Operates an excavator or gradall in digging ditches, digging trenches and setting pipe, placing bridge timbers, demolition, and digging roots.
2. Loads and hauls various heavy equipment and machinery on low-boy truck and trailer.
3. May operate other equipment such as dump truck and light tractor.
4. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
5. May supervise and direct the work of other personnel in complex construction and maintenance projects.
6. May advise foreman on capabilities and best utilization of various types of heavy equipment.
7. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operation equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems.
5. May assist mechanic or other repairmen with mechanical repairs such as gas engine tuning, repair and overhaul, and ignition, fuel, brake and hydraulic system repair and overhaul.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes on paved roads.
4. Repairs bridges.
5. Performs related manual labor as required.

Knowledge, Skills and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow instructions and counsel with crew members.
6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability; skill in operation of a wide variety of heavy equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of traffic regulations.
10. Defensive driving skills.
11. Knowledge of safety rules, including accident causes and prevention.
12. Must be able to stand all day.
13. Must be able to lift 50 lbs.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Have a valid commercial driver's license (CDL Class A).
3. Considerable experience in operating heavy equipment or possess unique skills.
4. Willing to travel to pick up material out of area.

POSITION DESCRIPTION

Title:	Operator Technician IV (BBE/Paving)
Department:	Highway Department – Traffic Operations
Job Analysis:	September 2017, September 2018

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:	Traffic Operations Manager, Construction Manager, County Engineer
Subordinate Staff:	Crew assigned by Supervisor
Internal Contacts:	Members of work group and Engineering
External Contacts:	General Public, Emergency Responders, Other Government Employees
Status:	Classified/Non-Exempt (311)

Job Summary

Must be able to competently operate a minimum of eleven pieces of the following equipment: dump truck, tractor, bush hog, tiller, backhoe/excavator, motor grader, chip spreader, tractor trailer/low boy, bulldozer, front end loader, roller, asphalt spreader, scraper, distributor, paint truck, gradeall, boom mower, or other special skill.

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Supervisor/Assistant Supervisor of equipment failures and may assist with repairs. May assist with bridge maintenance. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment Operators I, II, and III in use of various road equipment. Must be able to work without close supervision and be able to serve as crew leader for operations as directed. Work also involves performing complex traffic control operations and assisting the sign, stripe and signal crews as needed.

Job Domains

A. Equipment Operator

Minimum of four (4) years' experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
    a. Operates a motor grader to perform the most difficult finishing and grading operations;
    b. Performs the full range of operation with bulldozer, front-end loader, scraper, roller, tractor-trailer, power shovel, backhoe, crane, asphalt paver, and other types of heavy equipment;
    c. Operates an excavator or gradeall in digging ditches, digging trenches and setting pipe, placing bridge timbers, demolition, and digging roots.
2. Loads and hauls various heavy equipment and machinery on low-boy truck and trailer.
3. May operate other equipment such as dump truck, tractor, paint truck and bucket truck with aerial lift.
4. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
5. May supervise and direct the work of other personnel in complex construction and maintenance projects.
6. May advise foreman on capabilities and best utilization of various types of heavy equipment.
7. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operation equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems.
5. May assist mechanic or other repairmen with mechanical repairs.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road
4. Repairs bridges.
5. Performs related manual labor as required.

Knowledge, Skills and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow instructions and counsel with crew members.

6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability; skill in operation of a wide variety of heavy equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of traffic regulations.
10. Defensive driving skills.
11. Knowledge of safety rules, including accident causes and prevention.
12. Must be able to stand all day.
13. Must be able to lift 50 lbs.
14. Knowledge of county policies, procedures, and rules.
15. Knowledge of The Manual of Uniform Traffic Control Devices and how to apply the manual to real world applications.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Willing to travel to pick up material out of area.
3. Willing to respond to callouts when deemed necessary by the Supervisor.

Minimum Qualifications

1. Valid Commercial Driver's License (CDL – Class A) and be insurable by the County's insurance standards.
2. Considerable experience in operating heavy equipment or possess unique skills.

POSITION DESCRIPTION

Title:	Operator Technician IV
Department:	Highway Department – Maintenance Section
Job Analysis:	February 2011, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Assistant Area Supervisor and/or Designated Crew Chief, Area Supervisor, Maintenance Engineer, County Engineer
Subordinate Staff:	Crew assigned by Supervisor/Assistant Area Supervisor
Internal Contacts:	Members of work group and Engineering
External Contacts:	General Public, Police, Other Government Employees
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Must be able to competently operate a minimum of eleven pieces of the following equipment: dump truck, tractor, bush hog, tiller, backhoe/excavator, motor grader, chip spreader, tractor trailer/low boy, bulldozer, front end loader, roller, asphalt spreader, scraper, distributor, paint truck, gradeall, boom mower, or other special skill.

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Supervisor/Assistant Supervisor of equipment failures and may assist with repairs. May assist with bridge maintenance. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment Operators I, II, and III in use of various road equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, leadership, and other skills necessary for efficient operation of the department.

Job Domains

A. Equipment Operator

Minimum of four years experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
   a. Operates a motor grader to perform the most difficult finishing and grading operations;
   b. Performs the full range of operation with bulldozer, front-end loader, scraper, roller, tractor-trailer, power shovel, backhoe, crane, asphalt paver, and other types of heavy equipment;
   c. Operates a soil pan doing earth-moving and rough grading; or
   d. Operates an excavator or gradeall in digging ditches, digging trenches and setting pipe, placing bridge timbers, demolition, and digging roots.
2. Loads and hauls various heavy equipment and machinery on low-boy truck and trailer.
3. May operate other equipment such as dump truck and light tractor.
4. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
5. May supervise and direct the work of other personnel in complex construction and maintenance projects.
6. May advise foreman on capabilities and best utilization of various types of heavy equipment.
7. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operation equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems.
5. May assist mechanic or other repairmen with mechanical repairs such as gas engine tuning, repair and overhaul, and ignition, fuel, brake and hydraulic system repair and overhaul.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road
4. Repairs bridges.
5. Performs related manual labor as required.

Knowledge, Skills and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow instructions and counsel with crew members.
6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability; skill in operation of a wide variety of heavy equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of traffic regulations.
10. Defensive driving skills.
11. Knowledge of safety rules, including accident causes and prevention.
12. Must be able to stand all day.
13. Must be able to lift 50 lbs.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Have a valid commercial driver license (CDL Class A).
3. Considerable experience in operating heavy equipment or possess unique skills.
4. Willing to travel to pick up material out of area.

POSITION DESCRIPTION

Title:	Operator Technician / CDL Instructor
Department:	Highway Department – Maintenance Section
Job Analysis:	April 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Assistant Area Supervisor, Area Supervisor, Maintenance Manager, Operations Manager, County Engineer
Subordinate Staff:	Crew assigned by Supervisor/Assistant Area Supervisor
Internal Contacts:	Members of work group and Engineering
External Contacts:	General Public, Law Enforcement, Other Government Employees
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Supervisor/Assistant Supervisor of equipment failures, and may assist with repairs. May assist with bridge maintenance. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment operators I, II, and III, in use of various road equipment and serves as CDL Instructor in accordance with applicable Federal Code or County Policy. Serves as crew leader for any work operation deemed necessary by the Area Supervisor or his/her designee.

Job Domains

A. Crew Leader

1. Plans, organizes, schedules, coordinates, supervises, and evaluates the work of assigned crew engaged in construction or maintenance of work operations as deemed necessary by the Area Supervisor or his/her designee.
2. Provides technical assistance to staff as necessary
3. Provides for staff training and development; trains assigned employees in their areas of work including construction and maintenance methods, procedures, or techniques.

4. Ensures adherence to safe work practices and procedures.
5. Participates in long-term planning to assess future needs.
6. Inspects work in progress and upon completion; detects and corrects inefficient utilization of workers and equipment; ensures work conforms to specifications and is in accordance with County policies, operating procedures, and practices.
7. Supervises and participates in in the work of crews engaged in the installation, repair and maintenance of all work assigned.
8. Performs assigned duties as required.

B. Training/Instructor

1. Serves as Theory and Behind-the-Wheel (BTW) instructor for CDL trainees in accordance with Federal Motor Carrier Safety Administration guidelines and applicable Federal Code.
2. Assists in developing CDL training criteria.
3. Must maintain all qualifications and adhere to all requirements as required by Federal Code to maintain CDL Instructor status.

C. Equipment Operator

1. Performs various skilled operations using a variety of heavy equipment such as tractors, motor grader, bulldozer, excavator, front-end loader, scraper, roller, tractor-trailer, lowboy, backhoe, gradall, brush mower, dump truck or other equipment as deemed necessary.
2. Loads and hauls various heavy equipment and machinery on low-boy truck and trailer.
3. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
4. Required to wear uniforms as directed by the County Engineer.

D. Equipment Maintenance

1. Prior to operation of equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems.
5. May assist mechanic or other repairmen with mechanical repairs as deemed necessary by Supervisor.

E. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses hand tools for work items as needed.
3. Patches holes for the paved road maintenance
4. Repairs bridges.

5. Performs related manual labor as required.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Ability to effectively and professionally communicate with the general public
3. Ability to instruct and direct other employees.
4. Skills to complete routine forms and records.
5. Skills to understand operator manuals, directives, procedures, and instructions.
6. Skills in basic math to use measuring instruments and ability to perform basic work site layout.
7. Skills to read equipment gauges.
8. Skills to follow instructions and counsel with crew members.
9. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
10. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability, skill in operation of a wide variety of heavy equipment.
11. Knowledge of traffic regulations.
12. Knowledge of proper traffic control in work zones.
13. Defensive driving skills.
14. Knowledge of safety rules, including accident causes and prevention.

Physical Characteristics

1. Body movement to bend, stoop, and move about in an outdoor environment.
2. Ability to stand and work outdoors all day at all times of year.
3. Must be able to lift up to 50lbs.
4. Willing to work overtime and weekends in emergencies or when required.
5. Willing to travel to pick up material out of area.

Minimum Qualifications

1. Have a valid commercial driver license (CDL Class A) with all applicable endorsements required to meet CDL Instructor criteria.
2. Considerable experience in operating heavy equipment or possess unique skills.

POSITION DESCRIPTION

Title: Operator Technician Trainee

Department: Highway Department

Job Analysis: September 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Assistant Area Supervisor, Area Supervisor, Maintenance Engineer, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group

External Contacts: General Public

Status: Classified/Non-Exempt (~~304~~ 306)

Job Summary

Performs routine manual labor which does not require a high degree of skill. May also drive/operate trucks, light tractors or other equipment while in a training status. In most cases, works under immediate direction of an employee of higher grade or a foreman.

Job Domains

A. Manual Labor

1. Uses chain saw to cut trees from right-of-way.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Loads and unloads trucks of soil, construction materials, and supplies.
4. Shovels asphalt, cinders, rocks, soil and other materials.
5. Installs and cleans drainpipes.
6. Patches potholes.
7. Picks up and piles brush, refuse and other materials.
8. Directs traffic at job sites.
9. Performs work around and under bridges.
10. Mows grass, prunes shrubs, rakes grass and removes trash from county property.
11. Performs related manual labor as required.
12. Installs traffic signs for public safety.

13. Required to wear uniforms as directed by County Engineer.

B. Equipment Operation and Maintenance

1. May perform maintenance operations with trucks and light tractors.
2. May drive or operate equipment or vehicles as directed by supervisor while in a training status.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisor or co-workers.
2. Skills to follow verbal instructions.
3. Basic skills in the operation, maintenance and safe use of trucks and light tractors.
4. Knowledge of traffic regulations.
5. Knowledge of safety rules, including accident causes and prevention.
6. Skills to complete routine forms and records.
7. Knowledge of County policies, procedures and rules.

Physical Characteristics

1. See well enough to operate machinery safely.
2. Hear well enough to follow directions from Supervisors.
3. Use of hands and fingers to perform manual work.
4. Physical dexterity sufficient to operate lever, gears, shovels, etc.
5. Body mobility to bend, stoop, move about and perform manual labor in an outdoor environment.
6. Ability to stand and work outdoors all day at all times of year.
7. Must be able to lift up to 50 pounds.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.

Minimum Qualifications

1. Have a valid Alabama driver's license and be insurable by the County's insurance standards. (Commercial Driver's License required for promotion.)

POSITION DESCRIPTION

Title:	Permit/Subdivision Manager
Department:	Highway Department – ~~Construction~~ Permit Section
Job Analysis:	November 2012, August 2015, September 2017, September 2018, August 2019, January 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	~~Construction Manager,~~ County Engineer
Subordinate Staff:	Permit/Subdivision Personnel
Internal Contacts:	BCHD Section Heads and Staff, Planning & Zoning Staff, and other County Employees
External Contacts:	General Public, Municipal Officials, Contractors, Developers, Engineers, Surveyors, ALDOT and other state and local officials, attorneys, and vendors.
Status:	Classified/Exempt (~~S316~~ S319)

Job Summary

The employee is responsible for overseeing and directing reviews and field inspections of subdivision construction permits and various right-of-way permitting including, but not limited to, utility permits, commercial turnout and turn lane permits, license agreements, and expressway connection permits. The employee also manages the County's access management plans for the Baldwin Beach Express and Foley Beach Express. Employee will perform highly responsible and diverse civil engineering tasks.

Job Domains

1. Directs and oversees the review of all Subdivision Construction Permits, Commercial Turn-out Permits, Turn-lane Permits, License Agreements, and Utility permits.
2. Manages the Access Management Plans for both the Baldwin Beach Express and the Foley Beach Express.
3. Oversees the inspections of subdivision construction projects for compliance with the Baldwin County Subdivision Regulations.
4. Coordinates with the Planning and Zoning Department as needed.

5. Attends development pre-application meetings and Planning and Zoning Commission meetings monthly, or as required.
6. Oversees the review of roadway design, drainage calculations, traffic studies, field inspections etc., to ensure compliance with the Baldwin County Subdivision Regulations and other applicable laws and regulations and reports results of subdivision reviews in written and verbal form to the Planning & Zoning Commission.
7. Coordinates Adopt-a-mile requests.
8. Performs drainage designs for maintenance and other County projects.
9. Performs detailed engineering calculations and sizing of drainage structures in accordance with applicable engineering standards.
~~8.~~10. Performs detailed traffic engineering analysis and makes recommendations for roadway capacity and safety improvements.

Miscellaneous

1. Reads literature and attends formal training to improve knowledge and skills for both immediate and long-term application to the job.
2. Attend seminars and conferences related to job domains.
3. Must be highly motivated and organized.
4. Assist with infrastructure inspections as part of disaster recovery efforts.
5. Prepare presentations for the Commission and public as required by the County Engineer.

Knowledge, Skills, and Abilities

1. Verbal skills to direct and supervise subordinates, deal with the public, and handle various requests from the public, other Departments, and Commissioners.
2. Writing skills to prepare reports and presentations.
~~2.~~3. Math skills to accomplish any variety of civil engineering typical problems.
~~3.~~4. Reading skills to read maps, blueprints, technical publications, etc.
~~4.~~5. Skills in planning and scheduling.
~~5.~~6. Knowledge of occupational safety and health requirements.
7. Hear well enough to understand normal conversations.
8. Technical skills to operate complex engineering or GIS related computer programs.
9. Microsoft Office products including Word, Excel, and PowerPoint.
10. Experience with engineering software for storm water modeling and traffic analysis (e.g. HydroCAD, StormCAD, CulvertMaster, HCS, etc.)
~~6.~~11. Knowledge of transportation engineering references (MUTCD, AASHTO Roadside Safety Guide, NCHRP 457, ITE Trip Generation Manual, AASHTO A Policy on the Geometric Design of Highways and Streets, etc.).

Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to attend meetings and other work activities.

Minimum Requirements

1. Bachelor's Degree in Civil Engineering with four (4) years' experience in planning or civil engineering activities preferred.
   ~~Registered as an Engineer Intern in the State of Alabama required.~~
2. Registered as a Professional Engineer in the State of Alabama, or the ability to gain reciprocity, ~~preferred but not~~ required.
3. Possess a valid driver's license and be insurable by the County's insurance standards.
4. CAD and GIS experience preferred but not required.

POSITION DESCRIPTION

Title: Traffic Control Technician I (Stripe Crew Option)

Department: Highway Department – Traffic Operations

Job Analysis: October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group

External Contacts: General Public

Status: Classified/Non-Exempt (~~307~~ 308)

Job Summary

Responsible for carrying out the activities of the Traffic Control paint crew. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domains

A. Operations

1. Operate small portable paint machine to stripe parking lots.
2. Operate epoxy gun to install pavement markers.
3. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.
4. Willing to assist the paving/mowing, sign and signal crews as needed.
5. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Operation and Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, make adjustments to ensure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisor or co-workers.
2. Skills to follow verbal instructions.
3. Basic skills in the operation, maintenance and safe use of trucks and tractors.
4. Knowledge of traffic regulations.
5. Knowledge of safety rules, including accident causes and prevention.
6. Skills to complete routine forms and records.
7. Knowledge of County policies, procedures and rules.

Physical Characteristics

1. See well enough to operate machinery safely.
2. Hear well enough to follow directions from Supervisors.
3. Use of hands and fingers to perform manual work.
4. Physical dexterity sufficient to operate lever, gears, shovels, etc.
5. Body mobility to perform maintenance and operate various types of equipment and perform basic manual labor.
6. Ability to stand all day
7. Ability to lift 50 pounds.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Required to wear uniforms as directed by the County Engineer.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Have a valid driver’s license (Commercial Driver’s License required for promotion) and be insurable by the County’s insurance standards.

POSITION DESCRIPTION

Title:	Traffic Control Technician II (Sign Option)
Department:	Highway Department – Traffic Operations
Job Analysis:	September 2017, September 2018, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer
Subordinate Staff:	None
Internal Contacts:	Members of Work Group, Engineering Personnel
External Contacts:	General Public, Emergency Responders and Other Government Employees
Status:	Classified/Non-Exempt (~~308~~ 309)

Job Summary

To successfully complete any job/duty deemed necessary by the Traffic Operations Manager or Crew Chief. Work involves the following: physical placement of traffic signs as required throughout the county while ensuring all signage meets MUTCD Standards. Placement of detours as needed. Performing complex traffic control operations.

Capturing data on all signage with County issued tablets to ensure GIS is updated. This requires general skills and knowledge to operate computers and software programs.
Willing to assist other crews within the department as needed.

Job Domain

A. Operations

1. Operate sign truck with aerial bucket to install traffic control signs including post driver and puller.
2. Operate sign truck with aerial bucket to trim limbs and precisely cut brush as needed.
3. May operate other equipment as deemed necessary by Supervisor.
4. May operate other equipment such as asphalt spreader, roller, paint truck or tractor.

5. Perform routine manual labor on other crews as needed.
6. Ensure that all signs are in proper placement by current MUTCD standards.
7. Ensure that all traffic control operations meet current MUTCD standards.
8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. Perform light maintenance and servicing in connection with equipment operated.
3. Notify supervisor of mechanical or safety problems.
4. May assist mechanic or other repairmen with mechanical repairs.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills to operate computers and software programs.
4. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
5. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
6. Knowledge of traffic regulations.
7. Familiar with ALDOT standard drawings and how to apply these standards to real world applications.
8. Familiar with *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 lbs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Willing to work overtime and non-standard hours.
2. Willing to travel for schools and training.

3. Assist in Disaster Recovery efforts as needed.
4. Willing to assist the paving crew/mowing crew, stripe crew and signal crew.
5. Required to wear uniforms as directed by County Engineer.

Minimum Qualifications

1. One (1) year experience in Traffic Control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Traffic Control Technician II (Stripe Crew Option)
Department:	Highway Department - Traffic Operations
Job Analysis:	September 2017, September 2018, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer
Subordinate Staff:	None
Other Internal Contacts:	Members of Work Group, Engineering Personnel
External Contacts:	General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees
Status:	Classified/Non-Exempt (~~308~~ 309)

Job Summary

Responsible for carrying out the activities of the Traffic Control paint crew. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domain

A. Operations

1. Operate paint truck to put traffic markings on county roads.
2. Operate small portable paint machine to stripe parking lots.
3. Operate epoxy gun to install pavement markers.
4. Operate bucket truck with aerial lift to repair traffic control signal lights.
5. Maintain traffic control devices including minor repairs and bulb repairs/replacements.
6. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.
7. Willing to assist the paving/mowing, sign and signal crews as needed.
8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
4. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
5. Knowledge of traffic regulations.
6. Familiar with ALDOT standard drawings and how to apply these standards to real world applications.
7. Familiar with *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
8. Knowledge of safety rules including accident causes and prevention.
9. Ability to work independently without close supervision.
10. Knowledge of county policies, procedures and rules.
11. Knowledge of traffic signals and their basic operations and how to troubleshoot basic problems and repair them.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 lbs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by the County Engineer.
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Three (3) years' experience in Traffic Control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Traffic Control Technician III (Sign Option)
Department:	Highway Department – Traffic Operations
Job Analysis:	September 2017, September 2018, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Traffic Operations Manager, Construction Manager, County Engineer
Subordinate Staff:	Crew assigned by Supervisor
Other Internal Contacts:	Members of work group, Engineering Personnel
External Contacts:	General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees
Status:	Classified/Non-Exempt (~~309~~ 310)

Job Summary

Responsible for serving as crew leader to carry out the activities of the Traffic Control sign crew. Work involves the following: physical placement of traffic signs as required throughout the county while insuring all signage meets MUTCD Standards. Placement of detours as needed. Performing complex traffic control operations.

Capturing data on all signage with County issued tablets to ensure GIS is updated. This requires general skills and knowledge to operate computers and software programs.
Willing to assist other crews within the department as needed.

Job Domain

A. Operations

1. Operate sign truck to install traffic control signs including post driver and puller.
2. Operate sign truck with aerial bucket to trim limbs and precisely cut brush as needed.
3. May operate other equipment as deemed necessary by Supervisor.
4. May operate other equipment such as the asphalt spreader, roller, paint truck or tractor.
5. Perform routine manual labor on other crews as needed.

6. Ensure that all signs are in proper placement by current MUTCD standards.
7. Ensure that all traffic control operations meet current MUTCD standards.
8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. Perform light maintenance and servicing in connection with equipment operated.
3. Notify supervisor of mechanical or safety problems.
4. May assist mechanic or other repairmen with mechanical repairs.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills to operate computers and software programs.
4. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
5. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
6. Knowledge of traffic regulations.
7. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
8. Knowledge of *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 pounds, use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by County Engineer.
2. Willing to work overtime and non-standard hours as needed.
3. Willing to travel for school and training.

4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Five (5) years' experience in Traffic Control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Traffic Control Technician III (Stripe Crew Option)

Department: Highway Department – Traffic Operations

Job Analysis: September 2017, September 2018, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Members of Work Group, Engineering Personnel

External Contacts: General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees

Status: Classified/Non-Exempt (~~309~~ 310)

Job Summary

Responsible for substituting as crew leader to carry out the activities of the Traffic Control paint crew when needed. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domain

A. Operations

1. Operate paint truck to put traffic markings on county roads.
2. Operate small portable paint machine to stripe parking lots.
3. Operate epoxy gun to install pavement markers.
4. Operate bucket truck with aerial lift to repair traffic control signal lights.
5. Maintain traffic control devices and perform minor or basic repairs on traffic signals.
6. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.
7. Willing to assist the paving/mowing, sign and signal crews as needed.
8. Willing to respond to callouts when deemed necessary by the supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
4. Skills to complete striping cost estimates that include labor, material and equipment.
5. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
6. Knowledge of traffic regulations.
7. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
8. Knowledge of *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.
12. Knowledge of traffic signals and their basic operations and how to troubleshoot basic problems and repair them.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 Ibs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by the County Engineer.
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Five (5) years' experience in traffic control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Traffic Control Technician IV (Signal Crew Option)
Department:	Highway Department – Traffic Operations
Job Analysis:	September 2017, September 2018, October 2019, April 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Traffic Operations Manager, Construction Manager, County Engineer.
Subordinate Staff:	Crew assigned by Supervisor
Internal Contacts:	Members of Work Group, Engineering Personnel
External Contacts:	General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Serve as a working leader performing complex installation, programming, monitoring, preventative maintenance and repair of electronically controlled and coordinated traffic control systems. Also, may serve as crew leader to carry out the activities of the Traffic Control Stripe crew as needed. Work will also include assisting the Traffic Operations Manager with daily activities. Work includes, but is not limited to: reviewing daily activity sheets, inspecting finished work for compliance with specifications, keeping up with sign and paint inventory, planning and scheduling crews, assist with complex traffic control operations and assist all crews within the department when deemed necessary. Capturing data on all signals with County issued tablets to ensure GIS is updated. This requires general skills and knowledge to operate computers and software programs.

Job Domain

A. Operations

1. Evaluate, diagnose, schedule, and complete repairs to defects and malfunctions of traffic signals. Work may include repairs to traffic signal cabinets, traffic signal controllers,

overhead signal equipment and conducting inspections/performing preventative maintenance.
2. Respond to and perform repairs to after hour emergency situations relating to traffic signals or signs.
3. Create and file daily reports, maintenance logs, signal timing charts and inventory records for future use.
4. Coordinate and inspect work performed by external contractors involved in the construction and alteration of traffic signals.
5. Order and stock an operational spare traffic signal inventory.
6. Operate paint truck to put traffic markings on county roads.
7. Operate small portable paint machine to stripe parking lots.
8. Operate epoxy gun to install pavement markers.
9. Operate bucket truck with aerial lift to repair traffic control signal lights.
10. May operate other equipment such as the asphalt spreader, roller or tractors.
11. Willing to assist the stripe, paving/mowing or sign crews as needed.
12. Maintain traffic control devices and perform minor or basic repairs on traffic signals.
13. Assist Traffic Operations Manager with various daily activities as needed.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Knowledge of The Manual of Uniform Traffic Control Devices (MUTCD), National Electric Manufacture Association (NEMA) and IMSA- International Municipal Signal Association. Relating to common principles, practices, equipment, materials, and methods used in the installation, operation, repair and maintenance of traffic control devices and signage.
2. Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.
3. Use and care of hand powered tools and equipment.
4. Skills to communicate information to supervisors and co-workers.
5. Skills to complete routine forms and records.
6. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
7. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
8. Knowledge of traffic regulations.
9. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
10. Knowledge of safety rules including accident causes and prevention.
11. Ability to work independently without close supervision.

12. Ability to operate computers / GPS Devices
13. Knowledge of county policies, procedures and rules.
14. Knowledge of traffic signals and their basic operations and how to troubleshoot basic problems and repair them.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs in live traffic, stoop and move in an outdoor environment with the potential of encountering wildlife, operate equipment, walk behind an asphalt spreader and shovel asphalt, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 lbs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by the County Engineer.
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Five (5) years' experience in traffic signals, preferred.
2. Five (5) years of traffic control experience, preferred.
3. Traffic Signal Field Technician Level 1, preferred.
4. Valid Commercial Driver's License (CDL – Class B) preferred and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Traffic Control Technician IV (Stripe Crew Option)
Department:	Highway Department – Traffic Operations
Job Analysis:	September 2017, September 2018, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Traffic Operations Manager, Construction Manager, County Engineer
Subordinate Staff:	Crew assigned by Supervisor
Internal Contacts:	Members of Work Group, Engineering Personnel
External Contacts:	General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Serve as crew leader to carry out the activities of the Traffic Control Stripe crew as needed. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domain

A. Operations

1. Operate paint truck to put traffic markings on county roads.
2. Operate small portable paint machine to stripe parking lots.
3. Operate epoxy gun to install pavement markers.
4. Operate bucket truck with aerial lift to repair traffic signal lights if needed.
5. Maintain traffic control devices and perform minor or basic repairs on traffic signals.
6. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.
7. Willing to assist the paving/mowing, sign and signal crews as needed.

8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Use and care of hand powered tools and equipment.
2. Skills to communicate information to supervisors and co-workers.
3. Skills to complete routine forms and records.
4. Skills to complete striping cost estimates that include labor, material and equipment.
5. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
6. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
7. Knowledge of traffic regulations.
8. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.
12. Knowledge of The Manual of Uniform Traffic Control Devices and how to apply the manual to real world applications.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 Ibs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

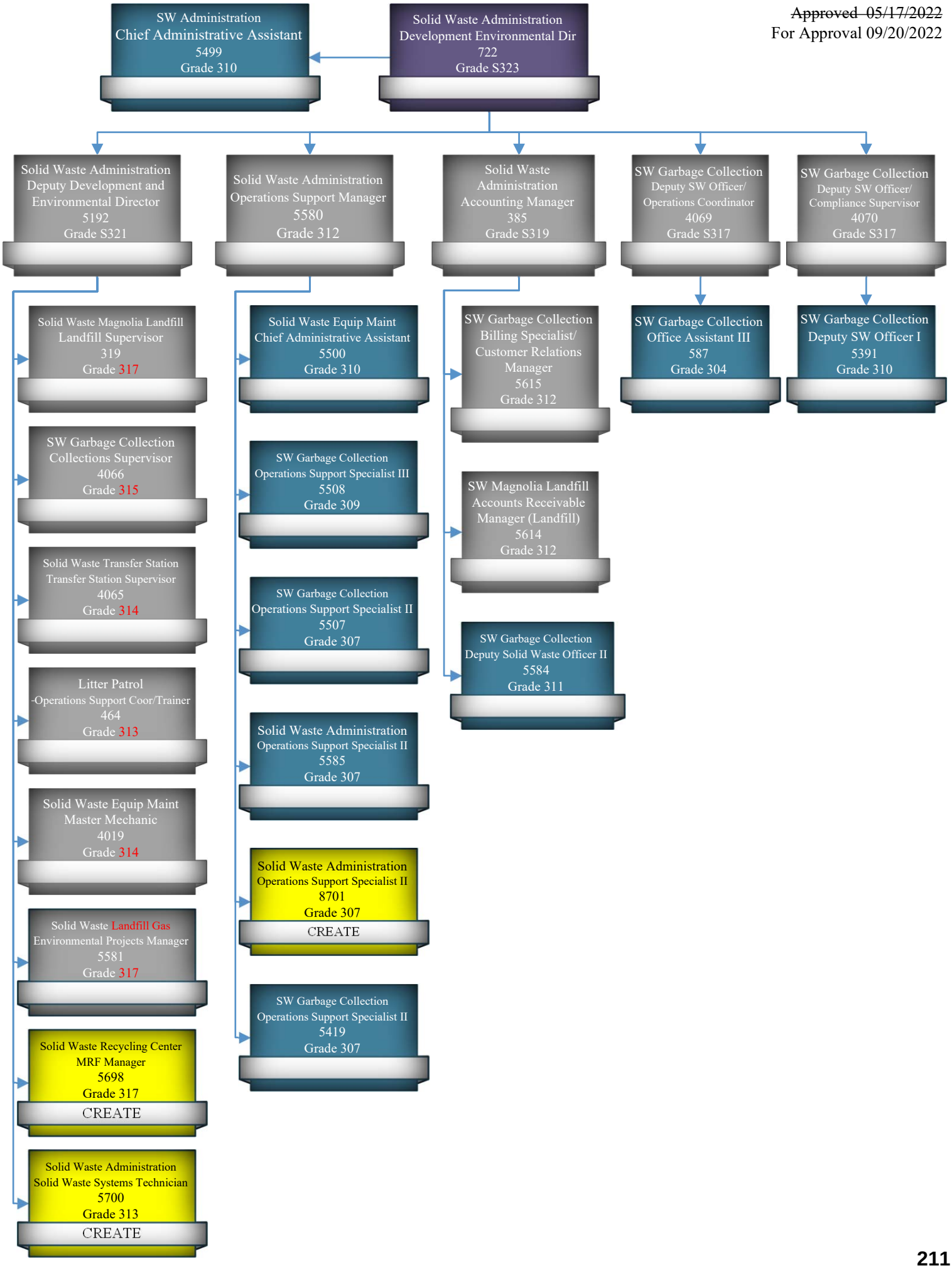
Other Characteristics

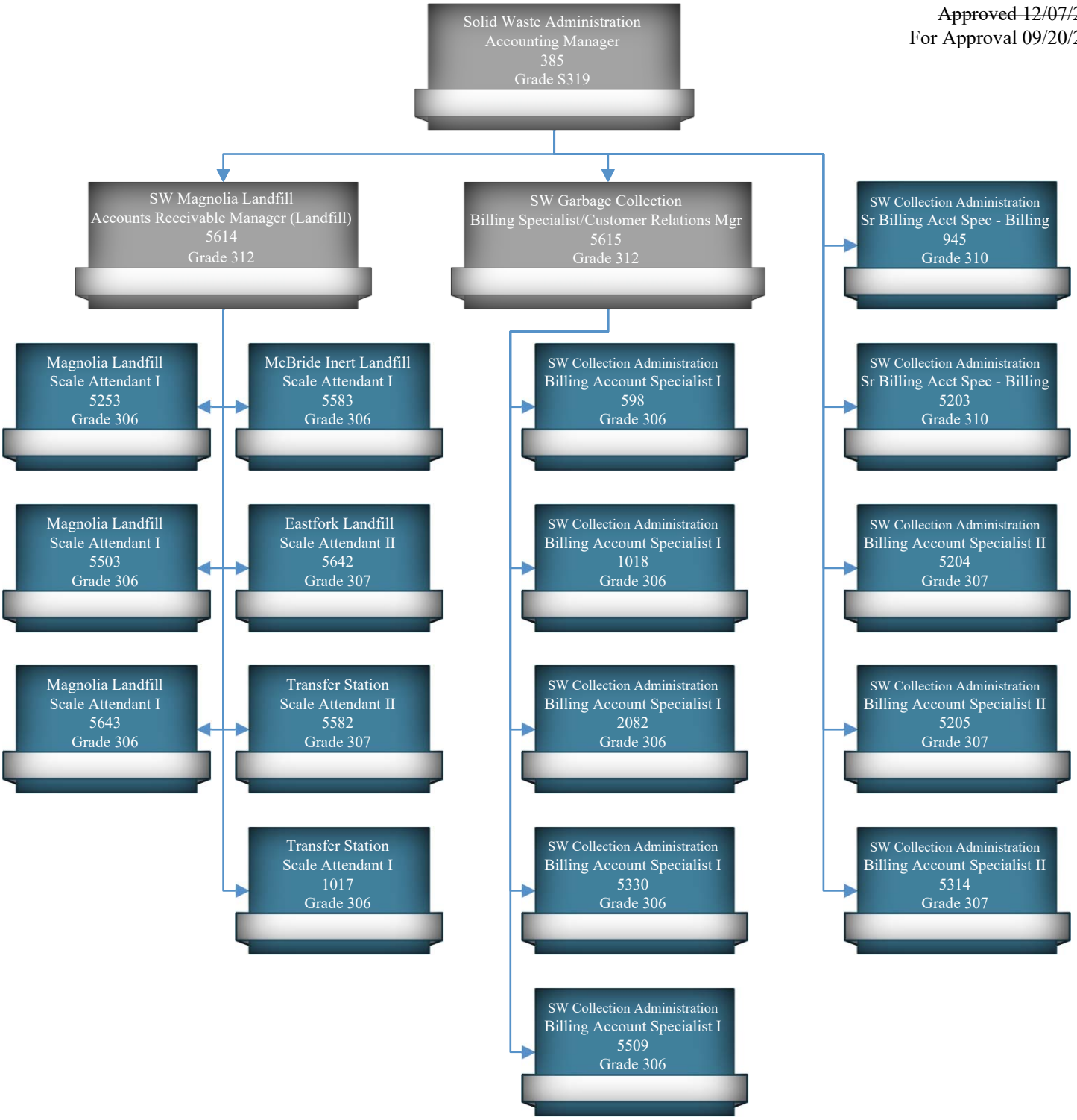
1. Required to wear uniforms as directed by the County Engineer.
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Five (5) years' experience in traffic signals preferred, but not required.
2. Valid Commercial Driver's License (CDL – Class A) and be insurable by the County's insurance standards.

~~Approved 05/17/2022~~
For Approval 09/20/2022




Solid Waste Administration
Accounting Manager
385
Grade S319
SW Magnolia Landfill
Accounts Receivable Manager (Landfill)
5614
Grade 312
SW Garbage Collection
Billing Specialist/Customer Relations Mgr
5615
Grade 312
SW Collection Administration
Sr Billing Acct Spec - Billing
945
Grade 310
Magnolia Landfill
Scale Attendant I
5253
Grade 306
McBride Inert Landfill
Scale Attendant I
5583
Grade 306
SW Collection Administration
Billing Account Specialist I
598
Grade 306
SW Collection Administration
Sr Billing Acct Spec - Billing
5203
Grade 310
Magnolia Landfill
Scale Attendant I
5503
Grade 306
Eastfork Landfill
Scale Attendant II
5642
Grade 307
SW Collection Administration
Billing Account Specialist I
1018
Grade 306
SW Collection Administration
Billing Account Specialist II
5204
Grade 307
Magnolia Landfill
Scale Attendant I
5643
Grade 306
Transfer Station
Scale Attendant II
5582
Grade 307
SW Collection Administration
Billing Account Specialist I
2082
Grade 306
SW Collection Administration
Billing Account Specialist II
5205
Grade 307
Transfer Station
Scale Attendant I
1017
Grade 306
SW Collection Administration
Billing Account Specialist I
5330
Grade 306
SW Collection Administration
Billing Account Specialist II
5314
Grade 307
SW Collection Administration
Billing Account Specialist I
5509
Grade 306


SW Garbage Collection
Collections Supervisor
4066
Grade 315
SW Garbage Collection
Asst Collections Supervisor - S
5668
Grade 314
SW Garbage Collection
Asst Collections Supervisor - S
5197
Grade 314
SW Garbage Collection
Asst Collections Supervisor - N
5392
Grade 314
Collections
Senior Dispatcher
Bulky/Yard Debris
5198
Grade 308
Collections
Senior Dispatcher
Compliance/Routes
5310
Grade 308
Collections
Senior Dispatcher
Compliance/Routes
5311
Grade 308
Collections
Senior Dispatcher
Compliance/Routes
5644
Grade 308
Solid Waste Driver III
5402
Grade 310
Solid Waste Driver III
5505
Grade 310
Solid Waste Driver III
5506
Grade 310
Solid Waste Technician
3040
Grade 306
Solid Waste Driver III
5402
Grade 309
Solid Waste Driver II
4067
Grade 309
Solid Waste Driver II
5394
Grade 309
Solid Waste Driver II
5395
Grade 309
Solid Waste Technician
4072
Grade 306
Solid Waste Driver II
5393
Grade 308
Solid Waste Driver II
5396
Grade 309
Solid Waste Driver II
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Grade 309
Solid Waste Driver II
5399
Grade 309
Solid Waste Technician
5243
Grade 306
Solid Waste Driver I
5134
Grade 307
Solid Waste Driver II
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Grade 309
Solid Waste Driver II
5422
Grade 309
Solid Waste Driver II
5611
Grade 309
Solid Waste Technician
5249
Grade 306
Solid Waste Technician
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Magnolia Landfill
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Grade 306
Solid Waste Driver I
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Solid Waste Driver I
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Grade 308
Solid Waste Driver I
5135
Grade 308
Solid Waste Driver I
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Grade 308
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Grade 308
Solid Waste Driver I
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Solid Waste Driver I
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Solid Waste Driver I
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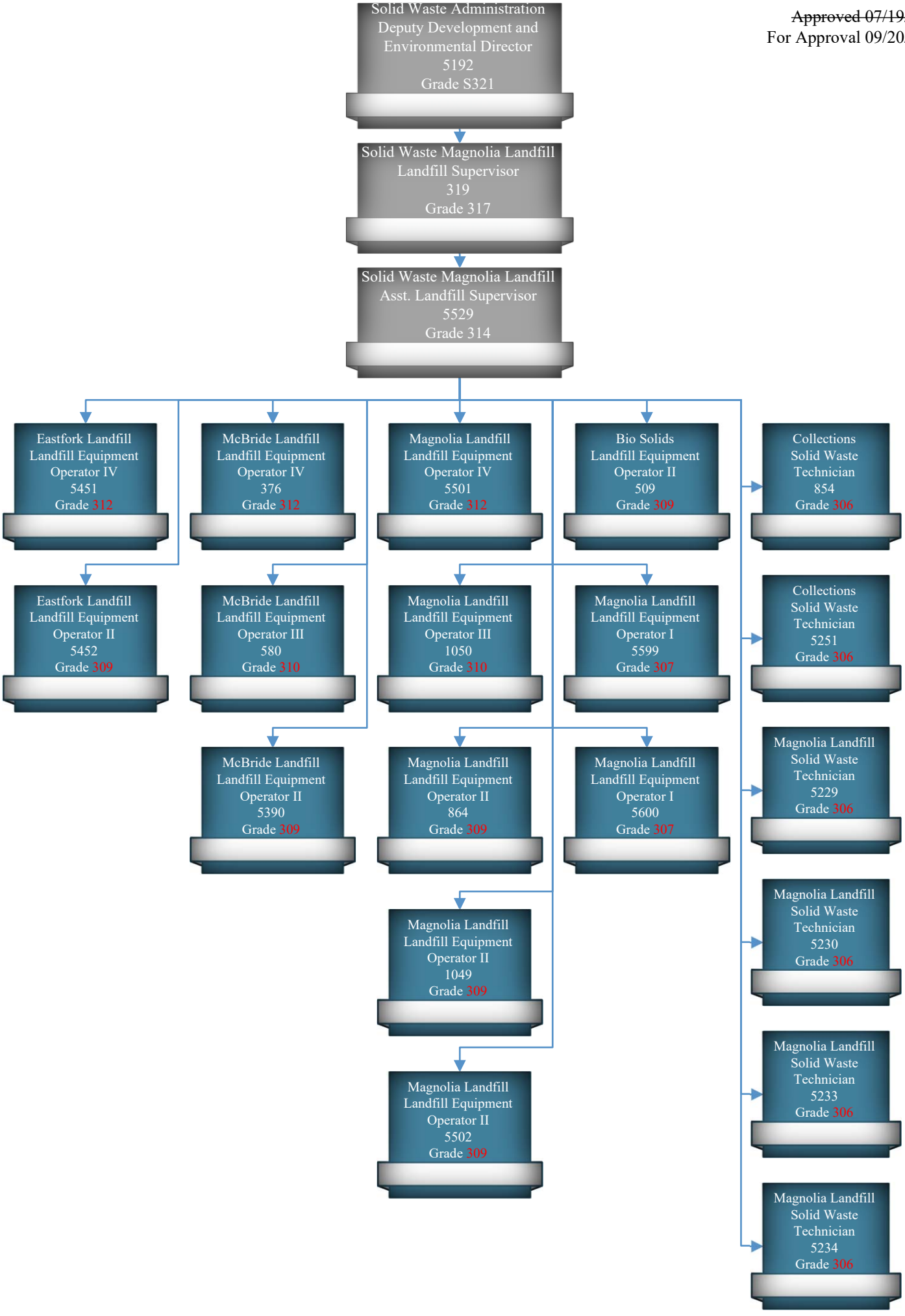
Solid Waste Driver I
5522
Grade 308


Solid Waste Administration
Deputy Development and Environmental Director
5192
Grade S321
Solid Waste Magnolia Landfill
Landfill Supervisor
319
Grade 317
Solid Waste Magnolia Landfill
Asst. Landfill Supervisor
5529
Grade 314
Eastfork Landfill
Landfill Equipment Operator IV
5451
Grade 312
McBride Landfill
Landfill Equipment Operator IV
376
Grade 312
Magnolia Landfill
Landfill Equipment Operator IV
5501
Grade 312
Bio Solids
Landfill Equipment Operator II
509
Grade 309
Collections
Solid Waste Technician
854
Grade 306
Eastfork Landfill
Landfill Equipment Operator II
5452
Grade 309
McBride Landfill
Landfill Equipment Operator III
580
Grade 310
Magnolia Landfill
Landfill Equipment Operator III
1050
Grade 310
Magnolia Landfill
Landfill Equipment Operator I
5599
Grade 307
Collections
Solid Waste Technician
5251
Grade 306
McBride Landfill
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5390
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Magnolia Landfill
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864
Grade 309
Magnolia Landfill
Landfill Equipment Operator I
5600
Grade 307
Magnolia Landfill
Solid Waste Technician
5229
Grade 306
Magnolia Landfill
Landfill Equipment Operator II
1049
Grade 309
Magnolia Landfill
Solid Waste Technician
5230
Grade 306
Magnolia Landfill
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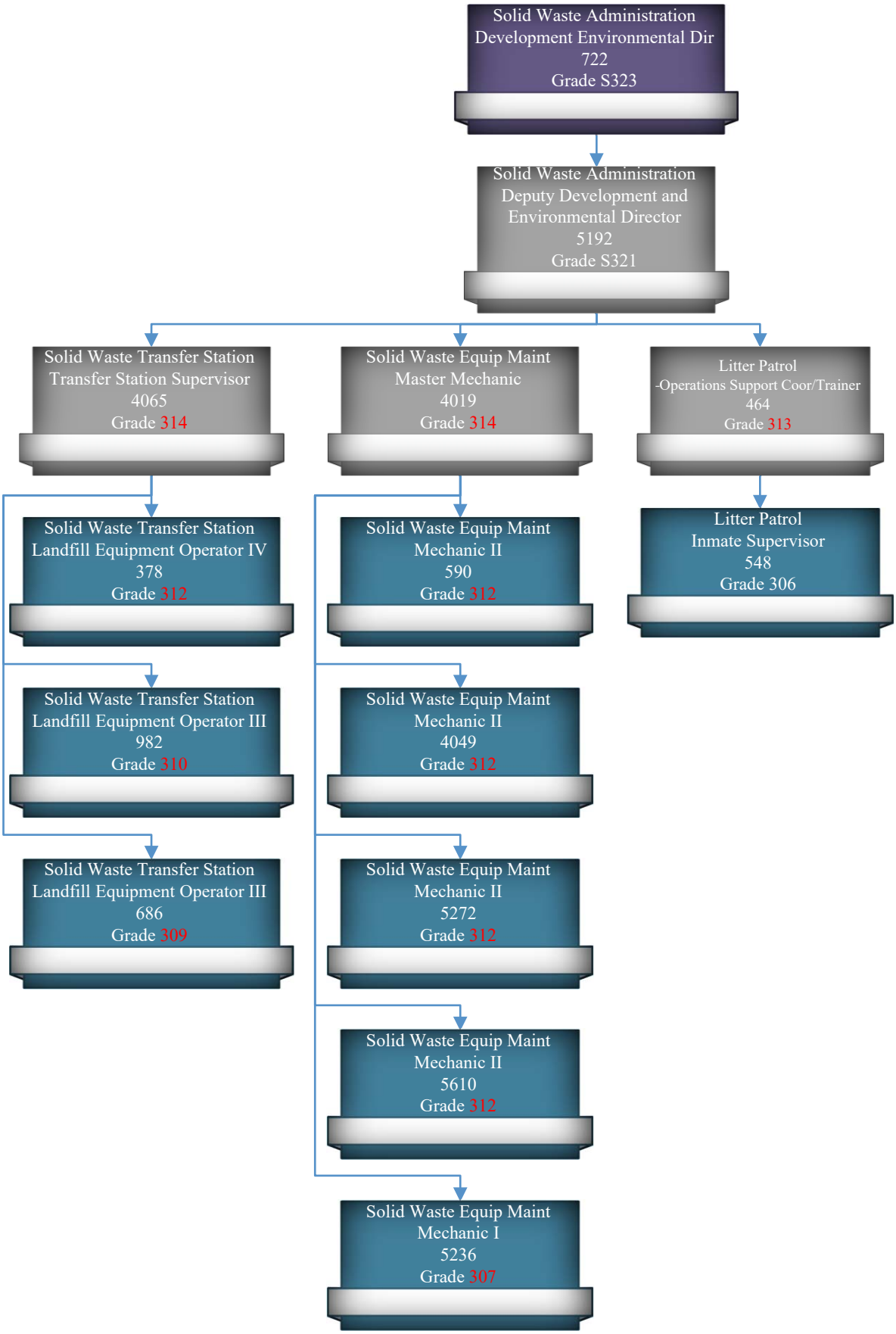
5502
Grade 309
Magnolia Landfill
Solid Waste Technician
5233
Grade 306
Magnolia Landfill
Solid Waste Technician
5234
Grade 306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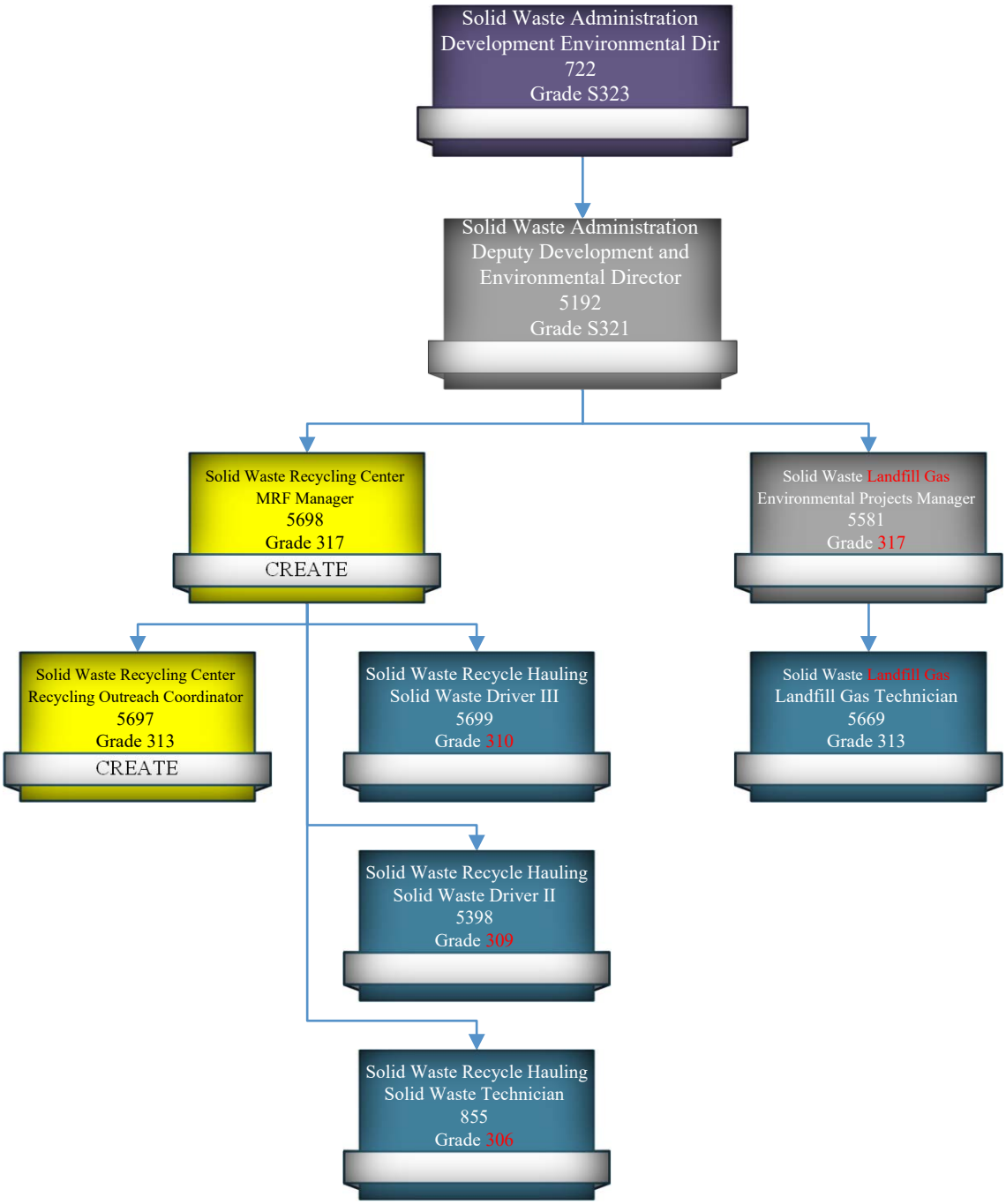
Development Environmental Dir
722
Grade S323
Solid Waste Administration
Deputy Development and
Environmental Director
5192
Grade S321
Solid Waste Transfer Station
Transfer Station Supervisor
4065
Grade 314
Solid Waste Equip Maint
Master Mechanic
4019
Grade 314
Litter Patrol
-Operations Support Coor/Trainer
464
Grade 313
Solid Waste Transfer Station
Landfill Equipment Operator IV
378
Grade 312
Solid Waste Equip Maint
Mechanic II
590
Grade 312
Litter Patrol
Inmate Supervisor
548
Grade 306
Solid Waste Transfer Station
Landfill Equipment Operator III
982
Grade 310
Solid Waste Equip Maint
Mechanic II
4049
Grade 312
Solid Waste Transfer Station
Landfill Equipment Operator III
686
Grade 309
Solid Waste Equip Maint
Mechanic II
5272
Grade 312
Solid Waste Equip Maint
Mechanic II
5610
Grade 312
Solid Waste Equip Maint
Mechanic I
5236
Grade 307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Development Environmental Dir
722
Grade S323
Solid Waste Administration
Deputy Development and
Environmental Director
5192
Grade S321
Solid Waste Recycling Center
MRF Manager
5698
Grade 317
CREATE
Solid Waste Landfill Gas
Environmental Projects Manager
5581
Grade 317
Solid Waste Recycling Center
Recycling Outreach Coordinator
5697
Grade 313
CREATE
Solid Waste Recycle Hauling
Solid Waste Driver III
5699
Grade 310
Solid Waste Landfill Gas
Landfill Gas Technician
5669
Grade 313
Solid Waste Recycle Hauling
Solid Waste Driver II
5398
Grade 309
Solid Waste Recycle Hauling
Solid Waste Technician
855
Grade 306

POSITION DESCRIPTION

Title: Assistant Collections Supervisor

Department: Solid Waste

Job Analysis: February 2011, September 2013, September 2017, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Collections Supervisor

Subordinate staff: Solid Waste Driver I, Solid Waste Driver II, Solid Waste Driver III, Solid Waste Technicians, Laborers

Internal Contacts: Department employees, division managers and Commissioners

External contacts: General Public

Status: Classified/Non-Exempt (~~313~~ 314)

Job Summary

Responsible for directing the activities of all area Waste Collection crews. Waste Collection areas are divided into North Baldwin, headquartered at the Bay Minette Transfer Station, and South Baldwin, headquartered at the Magnolia Landfill. An Assistant Collections Supervisor will drive/operate Department collection trucks as needed.

Responsible for planning, directing and coordinating the work of other subordinate employees. General direction is usually received from Collections Supervisor. The employee has considerable latitude to use discretion in establishing work priorities, schedules, and related assignments. The employee will exercise independent judgment in carrying out assignments.

An employee in this job is frequently exposed to outside weather conditions, wet and/or humid conditions, toxic or caustic chemicals, and has the risk of electrical shock.

Job Domains

A. Supervision

1. Supervises daily work routines of collection crews and subordinate staff.
2. Monitors work in progress and makes on the spot corrections when necessary.

3. Inspects finished work for compliance with specifications.
4. Plans, organizes, directs, and evaluates work of employees.
5. Makes certain all services are up to standard.
6. Establish and maintain recyclable program.
7. Makes adjustment in assignments, procedures, and schedules.
8. Participates in selection of personnel; trains and instructs employees.
9. Enforces safety rules and other accident prevention measures.

B. Planning and Coordinating

1. Plans and schedules routes and collection activities.
2. Assists in developing budget.
3. Assigns work to subordinates.
4. Plans for necessary maintenance and repairs of equipment.
5. Trains solid waste drivers on routes as well as collections.
6. Prepares various reports concerning personnel, equipment, and materials.
7. Coordinates work assignments with other operations.

C. Miscellaneous

1. Reads literature and attends formal training to improve knowledge and skills for both immediate and long-term application to the job.
2. Maintains good public relations with citizens who live in assigned collection area which includes answering public complaints pertaining to County services.
3. Maintains operational records; prepares operational performance and other reports.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Must be proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.
2. Must possess skills to operate a communication device.
3. Verbal skills to effectively communicate with public in a courteous manner.
4. General knowledge of area helpful to aid in locating pickup routes.
5. Writing skills to clearly and neatly complete reports as needed.
6. Extensive knowledge of the principles, methods and practices used in the specific area.
7. Thorough knowledge of materials, equipment, techniques, and tools used in the specific area of operation.
8. General knowledge of safety hazards, safety measures to be observed and safety regulations for the specific area of operation.
9. General knowledge of department rules, regulations, and procedures.
10. Ability to estimate amounts of material and equipment required for a project.
11. Ability to communicate clearly, both orally and in writing.
12. Math skills to fill out gas logs, time sheets and payroll records.
13. Reading skills to read maps, etc.

Physical Characteristics

1. Ability to stand, sit, climb, balance, stoop, crouch, and crawl.
2. Specific vision abilities include close, distance, color and peripheral vision and depth perception.
3. The ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.
4. The ability to use hands and fingers to hold or feel, reach with hands and arms, walk, talk, smell, and hear.

Other Characteristics

1. Willing to work overtime and weekends when necessary.
2. Willing to attend meetings and other work activities after work hours.

Minimum Qualifications

1. Must possess a valid, Commercial Driver's license, Class "B" minimum and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Assistant Landfill Supervisor

Department: Solid Waste

Job Analysis: July 2009, November 2011, January 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Landfill Supervisor

Subordinate staff: Operators, Solid Waste Technicians, Inmate Labor

Internal Contacts: Director, Deputy Director, and Department Staff

External contacts: ADEM Regulators/Inspectors, Health Dept., Engineers, Private Contractors, General Public

Status: Classified/ Non-Exempt (~~313~~ 314)

Job Summary

This is a management position with direct responsibilities for environmental management, regulatory enforcement, and compliance management. Promote technical and managerial guidance to the Landfill Supervisor. The Assistant Landfill Supervisor will fill in if the Landfill Supervisor is absent.

Job Domains

A. Management

1. Supervise the daily work routines of the Eastfork Landfill, MacBride Landfill, and Magnolia Landfill.
2. Assist Landfill Supervisor with scheduling of new disposal area and closure of existing disposal areas.
3. Inspect all sites with Landfill Supervisor to ensure that new work complies with both Federal and State regulations, codes and permits.
4. Assists and provides the Landfill Supervisor with both technical assistance and direction in all responsible areas.
5. Monitor and maintain constructed wetlands, stormwater and aeration ponds, leachate pumps and piping corridors to insure proper operation.

6. Operate equipment and trucks as needed.

B. Planning and Coordination

1. Review and analyze daily work and make recommendations to Landfill Supervisor to improve operational efficiencies.
2. Conduct organizational studies and evaluations to prepare operational and procedure directions.

C. Miscellaneous

1. Attend training and support Landfill Operator's Certification with continuing education as necessary.
2. Assist the Landfill Supervisor in developing short-range and long-term plans for the Landfills, Composting and BioSolids operations.
3. Strive to continually improve the good relations with citizens of Baldwin County.

Knowledge, Skills, and Abilities

1. Skills to direct and supervise subordinates and deal with the public in conflict resolution as necessary.
2. Writing and oratorical skills necessary to make reports to the Landfill Supervisor.
3. Knowledge of applicable occupational safety, health, regulatory requirements, codes and permits.
4. Planning and scheduling skills to provide guidance to contractors, vendors, and other professionals.
5. Ability to conduct meetings over small groups.

Other Characteristics

1. Must work non regular hours when necessary.
2. Willingness to attend meetings and other work activities after normal working hours.

Minimum Qualifications

1. Valid Alabama commercial driver's license.
2. Three (3) years' experience in supervision and management of others
3. Three (3) years' experience with heavy equipment operation.

POSITION DESCRIPTION

Title:	Collections Supervisor
Department:	Solid Waste
Job Analysis:	Feb 2011, Sept 2013, Oct 2015, Sept 2017, July 2021, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Development & Environmental Director, Deputy Development & Environmental Director
Subordinate Staff:	Assistant Collections Supervisor, Solid Waste Driver I, Solid Waste Driver II, Solid Waste Driver III, Solid Waste Technicians
Internal Contacts:	Department Employees, Division Managers, and Commissioners
External Contacts:	General Public
Status:	Classified/Non-Exempt (~~314~~ 315)

Job Summary

Responsible for directing the activities of all area Waste Collection crews, with the assistance of an Assistant Collections Supervisor. Waste Collection areas are divided into North Baldwin, headquartered at the Bay Minette Transfer Station, and South Baldwin, headquartered at the Magnolia Landfill. An Assistant Collections Supervisor may at times be headquartered at the Bay Minette Transfer Station to assist the Collections Supervisor. Work involves supervision of several types of heavy equipment operation as well as unskilled labor activities as well as planning and scheduling of waste pickup.

Responsible for planning, directing and coordinating the work of other subordinate employees. General direction is usually received from department administration. The employee has considerable latitude to use discretion in establishing work priorities, schedules, and related assignments. The employee will exercise independent judgment in carrying out assignments.

An employee in this job is frequently exposed to outside weather conditions, wet and/or humid conditions, toxic or caustic chemicals, and has the risk of electrical shock.

Job Domains

A. Supervision

1. Supervises daily work routines of collection crews, heavy equipment operators and laborers.
2. Monitors work in progress and makes on the spot corrections when necessary.
3. Inspects finished work for compliance with specifications.
4. Plans, organizes, directs, and evaluates work of employees.
5. Makes certain all services are up to standard.
6. Establish and maintain recyclable program.
7. Makes adjustments in assignments, procedures and schedules.
8. Participates in selection of personnel; trains and instructs employees.
9. Enforces safety rules and other accident prevention measures.

B. Planning and Coordinating

1. Plans and schedules routes and collection activities.
2. Assists in developing budget.
3. Assigns work to subordinates.
4. Plans for necessary maintenance and repairs of equipment.
5. Trains solid waste drivers on routes as well as collections.
6. Prepares various reports concerning personnel, equipment, and materials.
7. Coordinates work assignments with other operations.

C. Miscellaneous

1. Reads literature and attends formal training to improve knowledge and skills for both immediate and long-term application to the job.
2. Maintains good public relations with citizens who live in assigned collection area which includes answering public complaints pertaining to County services.
3. Maintains operational records; prepares operational performance and other reports.
4. Assists in preparation of budget.
5. Liaison with other governmental agencies.

Knowledge, Skills, and Abilities

1. Thorough knowledge of materials, equipment, techniques, and tools used in the specific area of operation.
2. General knowledge of safety hazards, safety measures to be observed and safety regulations for the specific area of operation.
3. General knowledge of department rules, regulations, and procedures.
4. General knowledge of Federal, State, and other regulatory agency rules effecting the operation.
5. Ability to plan, assign, and effectively supervise work of employees.

6. Ability to establish and maintain effective working relationships with associates and the general public.
7. Ability to establish and maintain a system of records, which are both clear and concise.
8. Writing skills to prepare clear and concise reports.
9. Ability to interpret and explain County policies and department procedures to employees.
10. Ability to estimate amounts of material and equipment required for a project.
11. Ability to communicate clearly, both orally and in writing.
12. Math skills to grade stakes, fill out gas logs, time sheets and payroll records.
13. Reading skills to read maps, etc.
14. Ability to use hands and fingers to hold or feel, reach with hands and arms, walk, talk, smell and hear.
15. Ability to stand, sit, climb, balance, stoop, crouch, and crawl.
16. Specific vision abilities include close, distance, color and peripheral vision and depth perception.
17. The ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Other Characteristics

1. Willing to work overtime and weekends when necessary.
2. Willing to attend meetings and other work activities after work hours.

Minimum Requirements

1. Have a valid Commercial Driver's License and be insurable by the County's insurance standards.
2. Required extensive knowledge in planning, organizing, staffing, training, and scheduling the work of subordinates.

POSITION DESCRIPTION

Title: Environmental Projects Manager

Department: Solid Waste

Job Analysis: May 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Deputy Development & Environmental Director

Subordinate Staff: Gas Technicians, Landfill Equipment Operators, Solid Waste Technicians, Inmate Labor

Internal Contacts: Department Employees, Division Managers, and Commissioners

External Contacts: General Public, Consultants, Contractors, Vendors

Status: Classified/Non-Exempt (~~315~~ 317)

Job Summary

This position manages Department Engineering and Environmental Programs to include Methane Gas System, Landfill Disposal Units, Leachate System, Storm Water System, and other Facility Processes and Supporting Infrastructure. This position also oversees compliance and construction for the previously mentioned areas. The Environmental Projects Manager provides technical recommendations and guidance to Department Administration.

Job Domains

A. Supervision

1. Manages Consulting Services and Contractors related to Environmental Monitoring and Construction.
2. Assist Department Administration with budgeting and scheduling construction necessary for the Department.
3. Inspect all sites and coordinates with engineers and contractors to ensure that new work complies with Federal, State, and Local regulations, codes and permits.
4. Assist and provide Department Administration and other Division Managers with both technical assistance and direction in all responsible areas.

5. Monitor and maintain constructed wetlands, storm water and aeration ponds, leachate pumping systems, and methane gas recovery and processing systems.
6. Develop and maintain training programs for subordinates.

A. Planning and Coordination

1. Review, analyze and suggest improvements to Department Administration related to operational efficiencies.
2. Oversee landfill gas extraction system maintenance activities including flare system maintenance, condensate pump station maintenance, and other system components.
3. Conduct organizational studies and evaluations to prepare operational and procedure directions.
4. Provides technical assistance and guidance for all areas of environmental management for the citizens of Baldwin County.

B. Miscellaneous

1. Complete training and continuing education as necessary to achieve and maintain Operator Certifications required by Federal, State, and Local regulations.
2. Coordinate Subordinate Staff to achieve and maintain Operator Certifications required by Federal, State, and Local regulations.
3. Strive to continually improve the good relations with citizens of Baldwin County.

Knowledge, Skills, and Abilities

1. Thorough knowledge of materials, equipment, techniques and tools used in the specific area of operation.
2. General knowledge of safety hazards, safety measures to be observed and safety regulations for the specific area of operation.
3. General knowledge of department rules, regulations, and procedures.
4. General knowledge of Federal, State and other regulatory agency rules effecting the operation.
5. Ability to plan, assign, and effectively supervise work of employees.
6. Ability to establish and maintain effective working relationships with associates and the general public.
7. Ability to establish and maintain a system of records, which are both clear and concise.
8. Writing skills to prepare clear and concise reports.
9. Ability to interpret and explain County policies and department procedures to employees.
10. Ability to estimate amounts of material and equipment required for a project.
11. Ability to communicate clearly, both orally and in writing.
12. Math skills to grade stakes, fill out gas logs, time sheets and payroll records.
13. Reading skills to read maps, etc.
14. Ability to use hands and fingers to hold or feel, reach with hands and arms, walk, talk, smell and hear.
15. Ability to stand, sit, climb, balance, stoop, crouch, and crawl.

16. Specific vision abilities include close, distance, color and peripheral vision and depth perception.
17. The ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Other Characteristics

1. Willing to work overtime and weekends when necessary.
2. Willing to attend meetings and other work activities after work hours.

Minimum Qualifications

1. Bachelor's degree in engineering, environmental science, or a closely related field.
2. Five (5) years of experience in supervision and management of others, including budget responsibilities.
3. Three (3) years of experience in environmental or related field.
4. Three (3) years of experience with Landfill Methane Gas Systems.
5. Valid driver's license.

A combination of education and pertinent experience may be considered as a substitute for education requirement.

Preferred Qualifications

1. Professional Engineer License (PE)
2. Class "B" or higher commercial driver's license.
3. Alabama Landfill Operator's Certification
4. SWANA Manager of Landfill Operations Certification (MOLO)

POSITION DESCRIPTION

Title: Landfill Equipment Operator I

Department: Solid Waste

Job Analysis: September 2011, October 2015, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Landfill Supervisor/Transfer Station Supervisor

Subordinate Staff: None

Internal Contacts: Landfill Supervisor & Staff

External Contacts: General Public & Contract Haulers

Status: Classified/Non-Exempt (~~306~~ 307)

Job Summary

Operates various types of landfill heavy equipment under the supervision of experienced operator. Performs routine maintenance under direction and supervision of experienced operator and maintenance personnel.

Job Domains

A. Equipment Operator

1. Operates landfill heavy equipment under close supervision of Landfill Supervisor/Transfer Station Supervisor and/or experienced operators.
2. Drives dump truck hauling various materials.
3. Operates off road dump truck, wheel loader, dozer and farm tractor with bushhog and box blade.
4. Operates other equipment as directed to improve operating skills and diversity, when assigned.
5. Continuously monitors location of general public.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.

2. While equipment is being operated, continuously monitor gauges and other indicators for non-standard conditions.
3. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems. May assist with mechanical failure repairs.

C. Manual Labor

1. Performs related manual labor as required to maintain landfill in best operation conditions.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors and co-workers.
2. Skills to clearly and neatly complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow verbal instruction.
6. *Knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. *Knowledge of safety rules, including accident causes and prevention.

Other Characteristics

1. Willing to work overtime and weekends.

Minimum Requirements

1. Have a valid driver's license with a minimum Class B CDL.
2. Preferred experience in performing the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.

POSITION DESCRIPTION

Title: Landfill Equipment Operator II

Department: Solid Waste (Transfer Station)

Job Analysis: September 2011, October 2015, November 2016, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Transfer Station Supervisor

Subordinate Staff: Landfill Equipment Operator I

Internal Contacts: Transfer Station Supervisor, Operator III, Scale Operator, Solid Waste Driver, Solid Waste Technician

External Contacts: General Public & Contract Haulers

Status: Classified/Non-Exempt (~~308~~ 309)

Job Summary

Operates various types of heavy equipment in the performance of all landfill operations. Performs inspections on equipment and handles daily problems to insure continuous operations of landfill. Assists in overseeing performance and training of Equipment Operators I.

Job Domains

A. Equipment Operator

1. Performs complex and difficult operations using one or more of the following:
    a. Operates a dozer D-6 or equivalent and compactor.
    b. Performs the full range of operations with bulldozer, rubber tire loader, off road dump truck, tractor-trailer, farm tractor with box blade and bushhog, windrow turner, track hoe, and other types of heavy equipment.
2. Loads and hauls various equipment and machinery on lowboy truck and trailer.
3. May operate other equipment such as dump truck and light tractor.
4. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
5. May supervise and direct the work of other personnel to ensure that landfill permit requirements are maintained.

6. Advise Landfill Supervisor/Transfer Station Supervisor on capabilities and best utilization of various types of heavy equipment.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical repairs.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors and co-workers.
2. Skills to clearly and neatly complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures, and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow verbal instruction and counsel with crew members.
6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability, skill in operation of a wide variety of landfill equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of safety rules, including accident causes and prevention.
10. *Skilled in proper procedure for mixing compost to ensure maximum quality with minimum odor.
11. *Skilled in monitoring windrows for moisture content, turning schedule and blending of rows and screen time.

Other Characteristics

1. Willing to work overtime and weekends.

Minimum Requirements

1. Have a valid driver’s license with a minimum Class A CDL.
2. Considerable experience in operating landfill equipment including the full range of operations with bulldozer, rubber tire loader, off road dump truck, tractor-trailer, farm tractor with box blade and bushhog, windrow turner, track hoe, and other types of heavy equipment.

POSITION DESCRIPTION

Title: Landfill Equipment Operator II

Department: Solid Waste

Job Analysis: September 2011, October 2015, June 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Landfill Supervisor

Subordinate Staff: None

Internal Contacts: Landfill Supervisor, Landfill Operator IV, Landfill Operator III, Solid Waste Technician, Solid Waste Department Truck Driver, & Scale Operator

External Contacts: General Public & Private Haulers

Status: Classified/Non-Exempt (~~308~~ 309)

Job Summary

Operates various types of heavy equipment in the performance of landfill operations. Performs inspections on equipment and addresses daily problems to ensure continuous operations of landfill. Assists in overseeing performance and training of Solid Waste Technicians.

Job Domains

A. Equipment Operator

1. Performs complex and difficult operations using one or more of the following: bulldozer, track loader, rubber tire loader, off road dump truck, hydraulic excavator, farm tractor, and other various types of heavy equipment.
2. May operate other equipment such as a highway truck / tractor-trailer requiring a commercial driver's license.
3. Trains other employees on heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
4. May advise and direct the work of other personnel to ensure that landfill operations and permit requirements are maintained.

5. Advise Landfill Supervisor on capabilities and best utilization of various types of heavy equipment.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical repairs.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to clearly and neatly complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures, and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow verbal instruction and counsel with crew members.
6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Skills in the operation of heavy equipment to permit maximum utilization of equipment capability, skill in operation of a wide variety of landfill equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of safety rules, including accident causes and prevention.

Other Characteristics

1. Willing to work overtime and weekends.

Minimum Requirements

1. A valid driver's license with a minimum commercial designation of Class B; or a valid driver's license, five (5) years of experience working in landfill operations, and a valid Alabama Landfill Operator's Certification.
2. Considerable experience in operating various types of heavy equipment such as the following: bulldozer, track loader, rubber tire loader, off road dump truck, farm tractor, hydraulic excavator.

POSITION DESCRIPTION

Title:	Landfill Equipment Operator III
Department:	Solid Waste (Transfer Station)
Job Analysis:	September 2011, October 2015, November 2016, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Transfer Station Supervisor
Subordinate Staff:	Landfill Equipment Operator I, Landfill Equipment Operator II
Internal Contacts:	Transfer Station Supervisor, Scale Operator, Solid Waste Driver, Solid Waste Technician
External Contacts:	General Public & Contract Haulers
Status:	Classified/Non-Exempt (~~309~~ 310)

Job Summary

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Landfill Supervisor/Transfer Station Supervisor of equipment failures and may assist with repairs. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment, Operators I and II in use of various landfill operational equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, to provide leadership, and other skills necessary for efficient operation and continual compliance with landfill permit requirements.

Job Domains

A. Equipment Operator

Minimum of four (4) years' experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
    a. Performs the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.

b. May operate other equipment such as dump truck and light tractor.

2. Trains other employees on all types of heavy equipment relative to landfill operations with emphasis on difficult and/or complex operations so as to fully utilize equipment capabilities.
3. May supervise and direct the work of other personnel at other locations such as C & D, Recycle and Bio Solids.
4. Advise Landfill Supervisor/Transfer Station Supervisor on capabilities and best utilization of various types of heavy equipment.
5. Ability to operate rubber tire loader with confidence in a confined area while loading private vehicles for the general public.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical checks such as gas engine tuning, ignition, fuel, brake, and hydraulic system monitoring.

C. Manual Labor

1. Performs manual labor as required.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors, inspectors, Operators I & II, scale house personnel and general public.
2. Skilled on completing routine forms and records.
3. Skilled on understanding operator manuals, directives, procedures, and instructions.
4. Skilled in basic math to use measuring instruments and reading equipment gauges.
5. Skills to instruct and counsel with Operators I & II.
6. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability, skilled in operation of a wide variety of landfill operational support equipment.
7. Knowledge of safety rules, including accidents, causes and prevention.
8. *Skilled in proper procedure for mixing compost to ensure maximum quality with minimum odor.
9. *Skilled in monitoring windrows for moisture content, turning schedule and blending of rows and screen time.

Other Characteristics

1. Willing to work overtime and weekends.
2. Ability to supervise subordinate staff and assume responsibility in absence of immediate supervisor.

Minimum Requirements

1. Have a valid driver's license with a minimum Class A CDL.
2. Considerable experience in operating specialized landfill equipment.
3. Four (4) years' experience in performing the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
4. Possesses communication skills to promote the county's policy of good will to the general public at the landfill.

POSITION DESCRIPTION

Title:	Landfill Equipment Operator III
Department:	Solid Waste
Job Analysis:	September 2011, October 2015, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Landfill Supervisor/Transfer Station Supervisor
Subordinate Staff:	None
Internal Contacts:	Landfill Supervisor, Operator I, Operator II, Operator IV, Scale Operators
External Contacts:	General Public & Contract Haulers
Status:	Classified/Non-Exempt (~~309~~ 310)

Job Summary

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Landfill Supervisor/Transfer Station Supervisor of equipment failures and may assist with repairs. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment, Operators I and II in use of various landfill operational equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, to provide leadership, and other skills necessary for efficient operation and continual compliance with landfill permit requirements.

Job Domains

A. Equipment Operator

Minimum of four (4) years' experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
    a. Performs the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.

b. May operate other equipment such as dump truck and light tractor.

2. Trains other employees on all types of heavy equipment relative to landfill operations with emphasis on difficult and/or complex operations so as to fully utilize equipment capabilities.
3. May supervise and direct the work of other personnel at other locations such as C & D, Recycle and Bio Solids.
4. Advise Landfill Supervisor/Transfer Station Supervisor on capabilities and best utilization of various types of heavy equipment.
5. Ability to operate rubber tire loader with confidence in a confined area while loading private vehicles for the general public.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical checks such as gas engine tuning, ignition, fuel, brake, and hydraulic system monitoring.

C. Manual Labor

1. Performs manual labor as required.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors, inspectors, Operators I & II, scale house personnel and general public.
2. Skilled on completing routine forms and records.
3. Skilled on understanding operator manuals, directives, procedures, and instructions.
4. Skilled in basic math to use measuring instruments and reading equipment gauges.
5. Skills to instruct and counsel with Operators I & II.
6. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability, skilled in operation of a wide variety of landfill operational support equipment.
7. Knowledge of safety rules, including accidents, causes and prevention.
8. *Skilled in proper procedure for mixing compost to ensure maximum quality with minimum odor.
9. *Skilled in monitoring windrows for moisture content, turning schedule and blending of rows and screen time.

Other Characteristics

1. Willing to work overtime and weekends.
2. Ability to supervise subordinate staff and assume responsibility in absence of immediate supervisor.

Minimum Requirements

1. Have a valid driver's license with a minimum Class B CDL.
2. Considerable experience in operating specialized landfill equipment.
3. Four (4) years' experience in performing the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
4. Possesses communication skills to promote the county's policy of good will to the general public at the landfill.

POSITION DESCRIPTION

Title:	Landfill Equipment Operator IV
Department:	Solid Waste (Transfer Station)
Job Analysis:	March 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Transfer Station Supervisor
Subordinate Staff:	Landfill Equipment Operator I, Landfill Equipment Operator II, Landfill Equipment Operator III, Solid Waste Technician
Internal Contacts:	Transfer Station Supervisor, Scale Operator, Solid Waste Driver, Landfill Equipment Operators, Solid Waste Technician
External Contacts:	General Public & Contract Haulers
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Landfill Supervisor/Transfer Station Supervisor of equipment failures and may assist with repairs. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment, Operators II and III in use of various landfill operational equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, to provide leadership, and other skills necessary for efficient operation and continual compliance with landfill permit requirements.

Job Domains

A. Equipment Operator
Minimum of five (5) years' experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
    a. Performs the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
    b. May operate other equipment such as dump truck and light tractor.

2. Trains other employees on all types of heavy equipment relative to landfill operations with emphasis on difficult and/or complex operations so as to fully utilize equipment capabilities.
3. May supervise and direct the work of other personnel Transfer Station and other locations such as C & D, Recycle and Bio Solids.
4. Advise Landfill Supervisor/Transfer Station Supervisor on capabilities and best utilization of various types of heavy equipment.
5. Ability to operate rubber tire loader with confidence in a confined area while loading private vehicles for the general public.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical checks such as gas engine tuning, ignition, fuel, brake and hydraulic system monitoring.

C. Manual Labor

1. Performs manual labor as required.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors, inspectors, Operators II & III, scale house personnel and general public.
2. Skilled on completing routine forms and records.
3. Skilled on understanding operator manuals, directives, procedures and instructions.
4. Skilled in basic math to use measuring instruments and reading equipment gauges.
5. Skills to instruct and counsel with Operators II & III.
6. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability; skilled in operation of a wide variety of landfill operational support equipment.
7. Knowledge of safety rules, including accidents, causes and prevention.
8. *Skilled in proper procedure for mixing compost to insure maximum quality with minimum odor.
9. *Skilled in monitoring windrows for moisture content, turning schedule and blending of rows and screen time.

Other Characteristics

1. Willing to work overtime and weekends.
2. Ability to supervise subordinate staff and assume responsibility in absence of immediate supervisor.

Minimum Requirements

1. Have a valid driver's license with a minimum Class A CDL.
2. Considerable experience in operating specialized landfill equipment.
3. Five (5) years' experience in performing the full range of operations with fifth wheel tractor /trailer trucks, bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
4. Possesses communication skills to promote the county's policy of good will to the general public at the landfill.

POSITION DESCRIPTION

Title:	Landfill Equipment Operator IV
Department:	Solid Waste
Job Analysis:	September 2011, October 2015, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Landfill Supervisor/Transfer Station Supervisor
Subordinate Staff:	None
Internal Contacts:	Landfill Supervisor, Operator I, Operator II, Operator III, and Scale Operators
External Contacts:	General Public & Contract Haulers
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Landfill Supervisor/Transfer Station Supervisor of equipment failures and may assist with repairs. Occasionally performs routine manual labor. Assists in overseeing performance and training of Equipment Operators I, II, and III in use of various landfill operational equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, to provide leadership, and other skills necessary for efficient operation and continual compliance with landfill permit requirements.

Job Domains

A. Equipment Operator
Minimum of five (5) years' experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
   a. Performs the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
2. May operate other equipment such as dump truck and light tractor.

3. Trains other employees on all types of heavy equipment relative to landfill operations with emphasis on difficult and/or complex operations so as to fully utilize equipment capabilities.
4. May supervise and direct the work of other personnel at other locations such as C & D, Recycle and Bio Solids.
5. Advise Landfill Supervisor/Transfer Station Supervisor on capabilities and best utilization of various types of heavy equipment.
6. Ability to operate rubber tire loader with confidence in a confined area while loading private vehicles for the general public.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical checks such as gas engine tuning, ignition, fuel, brake and hydraulic system monitoring.

C. Manual Labor

1. Performs manual labor as required.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors, inspectors, operators I, II, and III, scale house personnel and general public.
2. Skilled on completing routine forms and records.
3. Skilled on understanding operators' manuals, directives, procedures, and instructions.
4. Skilled in basic math to use measuring instruments and reading equipment gauges.
5. Skills to instruct and counsel with operators I, II, and III.
6. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability, skilled in operation of a wide variety of landfill operational support equipment.
7. Knowledge of safety rules, including accidents, causes and prevention.
8. *Skilled in proper procedure for mixing compost to ensure maximum quality with minimum odor.
9. *Skilled in monitoring windrows for moisture content, turning schedule and blending of rows and screen time.

Other Characteristics

1. Willing to work overtime and weekends.
2. Ability to supervise subordinate staff and assume responsibility in absence of immediate supervisor.

Minimum Requirements

1. Have a valid driver's license with a minimum Class B CDL.
2. Considerable experience in operating specialized landfill equipment.
3. Five (5) years' experience in performing the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
4. Possesses communication skills to promote the county's policy of good will to the general public at the landfill.

POSITION DESCRIPTION

Title: Landfill Supervisor

Department: Solid Waste

Job Analysis: September 2011, September 2013, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Deputy Development & Environmental Director

Subordinate staff: Landfill Equipment Operators, Solid Waste Technicians, Inmate Labor

Internal contacts: Solid Waste Department Staff and Commission Staff

External contacts: ADEM Regulators/Inspectors, Health Dept., Engineers, Private Contractors, General Public

Status: Classified/Non-Exempt (~~S317~~ 317)

Job Summary

This is a management position with direct responsibilities for environmental management, regulatory enforcement, and compliance management. Promotes environmental awareness through education and citizen interaction, as well as, providing technical and managerial guidance to the Baldwin County Commission.

Job Domains

A. Management

1. Supervise the daily work routines of Eastfork Landfill, MacBride Landfill, and Magnolia Landfill.
2. Assist Department Administration with scheduling construction of new disposal units and closure of existing disposal units.
3. Inspect all sites and coordinates with engineers and contractors to ensure that new work complies with Federal, State, and Local regulations, codes and permits.
4. Assist and provide Department Administration and other Division Managers with both technical assistance and direction in all responsible areas.
5. Monitor and maintain constructed wetlands, storm water and aeration ponds, leachate pumping systems, and methane gas recovery and processing systems.
6. Develop and maintain training programs for subordinate staff.

B. Planning and Coordination

1. Review, analyze and suggest improvements to Department Administration related to operational efficiencies.
2. Conduct organizational studies and evaluations to prepare operational and procedure directions.
3. Provides technical assistance and guidance for all areas of environmental management for the citizens of Baldwin County.

C. Miscellaneous

1. Complete training and continuing education as necessary to achieve and maintain Operator Certifications required by Federal, State, and Local regulations.
2. Coordinate Subordinate Staff to achieve and maintain Operator Certifications required by Federal, State, and Local regulations.
3. Strive to continually improve the good relations with citizens of Baldwin County.

Knowledge, Skills, and Abilities

1. Skills to direct and supervise subordinates and deal with the public in conflict resolution as necessary.
2. Writing and oratorical skills necessary to make reports to the County Commission, County Administrator, and the Public.
3. Knowledge of applicable occupational safety, health, regulatory requirements, codes and permits.
4. Planning and scheduling skills to provide guidance to contractors and other professionals.
5. Ability to conduct meetings over large and small groups.

Other Characteristics

1. Must work non-regular hours when necessary.
2. Willingness to attend meetings and other work activities after normal working hours.

Minimum Qualifications

1. Bachelor's degree in engineering, environmental science, or a closely related field.
2. Five (5) years of experience in supervision and management of others, including budget responsibilities.
3. Three (3) years of experience in environmental or related field.
4. Valid driver's license and be insurable by the County's insurance standards.

A combination of education and pertinent experience may be considered as a substitute for requirements.

Preferred Qualifications

1. Professional Engineer License (PE)
2. Class "B" or higher commercial driver's license
3. Alabama Landfill Operator's Certification
4. SWANA Manager of Landfill Operations Certification (MOLO)

POSITION DESCRIPTION

Title: Master Mechanic – Solid Waste

Dept: Solid Waste

Job Analysis: Sept 2011, Sept 2013, Sept 2017, Oct 2019, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Deputy Development and Environmental Director

Subordinate staff: Mechanics, Laborers, Inmate Labor

Internal contacts: Department Supervisors, Office Staff, Purchasing Staff

External contacts: Equipment and Parts Suppliers

Status: Classified/Non-Exempt (~~313~~ 314)

Job Summary

Assist County mechanics with major mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment owned and operated by the Baldwin County Commission, using standard practices and equipment of the automotive trade. Operates some heavy equipment. Must be able to train other County mechanics and lend support when called upon. Must be able to supervise mechanics, mechanic helpers and laborers working non-standard hours.

Job Domains

A. Automotive Repair and Maintenance

1. Tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetors, fuel injectors, and replacement of ignitions systems.
2. Assist mechanic in removing and disassembling major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors and water pumps, and fuel injection pumps.
5. Rewires ignition system, lights, and instrument panel.

6. Turns drums, realigns, and adjusts brakes, aligns front end, repairs or replaces shock absorbers.
7. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
8. Troubleshoots hydraulic system and replace hydraulic pumps and hydraulic cylinders.
9. Check and repair electric pressurized and air operated power take off systems.
10. Assemble hydraulic hose and replace when necessary.
11. Troubleshoot and repair electric systems.
12. Capable of using computer diagnostic equipment on engines.
13. Must be capable of checking and replacing turbo chargers.
14. Capable of diagnosing and repairing air brake systems and air brakes.
15. Experience in checking and repairing air conditioning systems.
16. Capable of repairing refuse bodies and related hydraulic systems.

B. Heavy Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds, and maintains heavy construction equipment such as motor graders, backhoes, bulldozers, landfill compactors, etc.
2. Assist mechanics in replacing defective engines and subassemblies.
3. Assists with replacing or repairing major components, attachments or implements such as blades, tracks compressors, etc.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as requested by mechanic.
6. Tests repaired equipment to ensure operating efficiency.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Verbal skills to communicate information to supervisors and co-workers.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.

10. Knowledge of safety rules, including accident causes and prevention.
11. *Knowledge of first aid procedures.
12. Ability of work independently without close supervision.
13. Knowledge of county policies, procedures, and rules.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations may be made.)

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 100 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

Other Characteristics

1. Willing to work non-standard hours when necessary.
2. Willing to provide personal hand tools.
3. Willing to travel to pick up parts and materials out of area.

Minimum Qualifications

1. Have a valid driver's license and Class "B" CDL and be insurable by the County's insurance standards.
2. Five (5) years' experience in automotive and heavy equipment repairs and maintenance preferred.

POSITION DESCRIPTION

Title: Mechanic I

Department: Solid Waste

Job Analysis: February 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Master Mechanic, Mechanic II

Subordinate staff: Solid Waste Tech, Inmate Labor

Internal contacts: Members of work group

External contacts: None

Status: Classified/Non-Exempt (~~306~~ 309)

Job Summary

Assist mechanic in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, replacement of coil, condenser, breaker points.
2. Assist mechanic in removing and disassembling major units such as engine, transmission, differential; inspects part for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors, and pumps.
5. Rewires ignition system, lights, and instrument panels.
6. Turns drums, realigns, and adjusts brakes, aligns front end, repairs, or replaces shock absorbers.
7. Replaces and adjusts headlights and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.

8. Must have experience on air brake systems.
9. Must have experience on hydraulic systems.

B. Heavy Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds, and maintains heavy construction equipment such as motor graders, backhoes, bulldozers, etc.
2. Assist mechanic in replacing defective engines and subassemblies.
3. Assists with replacing or repairing major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as requested by mechanic.
6. Tests repaired equipment to ensure operating efficiency.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors and coworkers.
2. Skills to clearly and neatly complete routine forms and order parts.
3. Skills to understand equipment and maintenance manuals, parts lists, and instructions.
4. Skills to understand precision gauges to measure and fit parts.
5. Skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in analyzing and diagnosing problems in automotive equipment.
9. Knowledge of safety rules, including accident causation and prevention.
10. Ability to work independently without close supervision.

Minimum Qualifications

1. Willing to obtain Class B driver's license.
2. Willing to travel to pick up parts and material out of area.
3. Willing to work overtime and weekends in emergencies.
4. Willing to provide personal hand tools.
5. Experience in automotive repairs and maintenance.
6. Willing to work evening shift.

POSITION DESCRIPTION

Title: Mechanic II

Department: Solid Waste

Job Analysis: September 2011, September 2013, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Master Mechanic

Subordinate staff: Mechanic I, Laborers, Inmate Labor

Internal contacts: Members of work group

External contacts: None

Status: Classified/Non-Exempt (~~311~~ 312)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment. Must have a minimum of three (3) years mechanic experience. Must have a valid CDL Class B driver's license.

Job Domains

A. Automotive Repair and Maintenance

1. Analyzes, diagnoses and tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, replacement of coil, condenser, breaker points.
2. Removes and disassembles major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors, and pumps.
5. Rewires ignition system, lights, and instrument panels.
6. Turns drums, realigns, and adjusts brakes, aligns front end, repairs or replaces shock absorbers.

7. Must have experience on air brake systems.
8. Must have experience on hydraulic systems.
9. Must be capable of trouble shooting electrical system.
10. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
11. Performs additional repairs as needed.

B. Heavy Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds, and maintains heavy construction equipment such as motor graders, backhoes, bulldozers, etc.
2. Replaces defective engines and subassemblies.
3. Replaces or repairs major components, attachments or implements such as blades, tracks, compressors, etc.
4. Must be capable of trouble shooting hydraulic system.
5. Must be capable of rebuilding hydraulic cylinders and hydraulic pumps.
6. Must be capable of trouble shooting and rebuilding power take off systems, hydraulic operated, air operated and electrical power take off units.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as needed.
6. Tests repaired equipment to ensure operating efficiency.
7. Supervises assistant mechanic and other area personnel performing equipment maintenance.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Verbal skills to communicate information to supervisors and coworkers.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, and instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.

9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.
10. Knowledge of safety rules, including accident causation and prevention.
11. *Knowledge of first aid procedures.
12. Ability to work independently without close supervision.
13. Knowledge of county policies, procedures and rules.

Physical Characteristics

(In case of physical handicap, reasonable accommodations will be made.)

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 100 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

Other Characteristics

1. Willing to work overtime and weekends in emergencies.
2. Willing to provide personal hand tools.
3. Willing to travel to pick up parts and material out of area.
4. Willing to work evening shift.

Minimum Qualifications

1. Have a valid driver's license with CDL Class "B".
2. Must have a minimum of three (3) years mechanic experience.

POSITION DESCRIPTION

Title:	Operations Support Coordinator / Trainer
Department:	Solid Waste
Job Analysis:	May 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Deputy Development & Environmental Director
Subordinate staff:	Inmate Supervisors, Inmates, Solid Waste Technicians
Internal contacts:	Solid Waste Department Employees, Staff of Various County Departments,
External contacts:	General Public, Department of Corrections Staff, Various Vendors
Status:	Classified/Non-Exempt (~~311~~ 313)

Job Summary

Job consists of coordinating and monitoring activities of Roadside Litter Contractor. Assigns daily duties to the Inmate Supervisors. Responsible for monitoring the progress of work and scheduling tasks for Community Corrections Participants. General responsibilities include patrolling county roads to determine roadside trash to be collected, moving furniture and related items for various County departments, and distributing / retrieving voting machines for elections. Responsible for maintaining records of daily weights of waste or litter collected and miles traveled. Trainer duties consist of conducting operational and safety training with Drivers and Driver Candidates. CDL instructional duties shall be in accordance with applicable Federal Code and County Policy. Makes operational and safety observations and conducts inspections as necessary.

Job Domains

A. Supervising/Managing

1. Assigning tasks.
2. Assigning materials and equipment to complete tasks.
3. Following up on assigned tasks.
4. Communicate with the Citizens of Baldwin County and other County personnel.

B. Managing/Coordinating

1. Making certain assigned duties are performed.
2. Checking for work and extra assignments for the next workday.
3. Appropriate Computer and phone skills.
4. Coordinating and monitoring activities of Roadside Litter Contractor.

C. Training/Instructor

1. Serves as Theory and Behind-the-Wheel (BTW) instructor for CDL trainees in accordance with Federal Motor Carrier Safety Administration guidelines and applicable Federal Code.
2. Assists in developing CDL training criteria.
3. Must maintain all qualifications and adhere to all requirements as required by Federal Code to maintain CDL Instructor status.

Knowledge, Skills, and Abilities

1. Computer knowledge.
2. Good phone skills.
3. Ability to communicate with the Citizens of Baldwin County and various Baldwin County staff in other departments in a positive, professional manner.
4. Managerial / supervisory skills.

Physical Characteristics

1. See well enough to read and write.
2. Hear well enough to respond to verbal communications.
3. Speak well enough to answer questions in a polite, courteous manner.
4. Body movement of mobility to bend, move, stand, and lift.
5. Physical demands described are representative of those that must be met to successfully perform the essential functions of the job.
6. Must have the ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Minimum Qualifications

1. Must possess a valid, Commercial Driver's license, Class "B" minimum and be insurable by County insurance standards.
2. Minimum of three (3) years' experience in Driver capacity.
3. Proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.

POSITION DESCRIPTION

Title: Solid Waste Driver I

Department: Solid Waste

Job Analysis: Feb 2011, Dec 2012, Sept 2013, Sept 2017, Sept 2022

Note:Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Collections Supervisor, Assistant Collections Supervisor

Subordinate Staff: Solid Waste Technicians

Internal Contacts: Solid Waste Department Staff

External Contacts: General Public

Status: Classified/ Non-Exempt (~~307~~ 308)

Job Summary

Solid Waste Driver is responsible for picking up, transporting and safe disposal of garbage and waste materials in a timely, scheduled manner. Driver is responsible for the supervision of county laborers who ride on the back of garbage trucks but will ride on the back of garbage trucks when necessary.

Job Domains

A. Solid Waste Driver

1. Provides for pick up and safe disposal of refuse and waste materials.
2. Assures that route is completed in a timely, scheduled manner within a 40-hour workweek.
3. Assists with other routes as needed.
4. Operates a two-way radio in garbage truck to receive instructions from dispatcher.
5. Follows scheduled routes or makes authorized changes to pick up schedule as needed.
6. Transports load to disposal area and assists in dumping truck when route is complete.
7. Will ride on the back of the garbage trucks and dump garbage carts when required to complete routes.

B. Supervision

1. Accepts responsibility for garbage truck and cargo at all times.
2. Prepares appropriate reports as required.
3. Supervises Solid Waste Technicians and Laborers who ride on the garbage trucks.
4. Maintains VCR (Vehicle Condition Report) in a responsible manner.
5. Maintains fuel consumption, mileage, and maintenance records in a responsible manner.
6. Provides timely response to route audit requests.

Knowledge, Skills, and Abilities

1. Must possess skills to communicate via a two-way radio.
2. Verbal skills to effectively communicate with public in a courteous manner.
3. General knowledge of area helpful to aid in locating pickup routes.
4. Writing skills to clearly and neatly complete reports as needed.

Physical Characteristics

1. See well enough to read and write.
2. Hear well enough to respond to verbal communications.
3. Speak well enough to answer questions in a polite, courteous manner.
4. Body movement of mobility to bend, move, stand, and lift.
5. Physical demands described are representative of those that must be met to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
6. Must be able to lift garbage cart.

Minimum Qualifications

1. Must possess a valid, Commercial Driver's license, Class "B" minimum and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Solid Waste Driver II

Department: Solid Waste

Job Analysis: September 2017, September 2022

Note:Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Collections Supervisor, Assistant Collections Supervisor

Subordinate Staff: Solid Waste Technicians, Solid Waste Driver I

Internal Contacts: Solid Waste Department Staff

External Contacts: General Public

Status: Classified/Non-Exempt (~~308~~ 309)

Job Summary

Solid Waste Driver II is responsible for picking up, transporting and safe disposal of garbage and waste materials in a timely, scheduled manner. Driver is responsible for the supervision of Solid Waste Technicians, who ride on the back of garbage trucks but will ride on the back of garbage trucks when necessary.

Job Domains

A. Solid Waste Driver II (Minimum of three (3) years' experience in Driver capacity)

1. Provides for pick up and safe disposal of refuse and waste materials.
2. Assures that route is completed in a timely, scheduled manner within a 40-hour workweek.
3. Assists with other routes as needed.
4. Operates a communications device in truck to receive instructions from dispatcher.
5. Follows scheduled routes or makes authorized changes to pick up schedule as needed.
6. Transports load to disposal area and assists in dumping truck when route is complete.
7. Will ride on the back of the garbage trucks and dump garbage carts when required to complete routes.

B. Supervision

1. Accepts responsibility for truck and cargo at all times.
2. Prepares appropriate reports as required.
3. Supervises Solid Waste Technicians and Laborers who ride on the garbage trucks.
4. Maintains VCR (Vehicle Condition Report) in a responsible manner.
5. Maintains fuel consumption, mileage, and maintenance records in a responsible manner.
6. Provides timely response to route audit requests.

Knowledge, Skills, and Abilities

1. Must possess skills to communicate via a two-way radio.
2. Verbal skills to effectively communicate with public in a courteous manner.
3. General knowledge of area helpful to aid in locating pickup routes.
4. Writing skills to clearly and neatly complete reports as needed.

Physical Characteristics

1. See well enough to read and write.
2. Hear well enough to respond to verbal communications.
3. Speak well enough to answer questions in a polite, courteous manner.
4. Body movement of mobility to bend, move, stand, and lift.
5. Physical demands described are representative of those that must be met to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
6. Must have the ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Minimum Qualifications

1. Must possess a valid, Commercial Driver's license, Class "B" minimum and be insurable by County insurance standards.
2. Minimum of three (3) years' experience in Driver capacity.
3. Proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.

POSITION DESCRIPTION

Title: Solid Waste Driver III

Department: Solid Waste

Job Analysis: September 2017, September 2022

Note:Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Collections Supervisor, Assistant Collections Supervisor

Subordinate Staff: Solid Waste Technicians, Solid Waste Driver I, Solid Waste Driver II

Internal Contacts: Solid Waste Department Staff

External Contacts: General Public

Status: Classified/Non-Exempt (~~309~~ 310)

Job Summary

Assists the Collections Supervisor and Assistant Collections Supervisor in planning, directing, and coordinating the work of other subordinate employees. The employee will exercise independent judgment in carrying out assignments.

Solid Waste Driver III is responsible for picking up, transporting and safe disposal of garbage and other waste materials in a timely, scheduled manner. Solid Waste Driver III is responsible for the supervision Solid Waste Technicians, who ride on the back of garbage trucks but will ride on the back of garbage trucks when necessary.

Job Domains

A. Solid Waste Driver III (Minimum of five (5) years' experience in Driver capacity)

1. Provides for pick up and safe disposal of refuse and waste materials.
2. Assures that route is completed in a timely, scheduled manner within a 40-hour workweek.
3. Assists with other routes as needed.
4. Operates a communications device in truck to receive instructions from dispatcher.
5. Follows scheduled routes or makes authorized changes to pick up schedule as needed.

6. Transports load to disposal area and assists in dumping truck when route is complete.
7. Will ride on the back of the garbage trucks and dump garbage carts when required to complete routes.

B. Supervision

1. Assists in the supervision of daily work routines of collection crews and laborers.
2. Assists with monitoring work in progress and makes on the spot corrections when necessary.
3. Inspects finished work for compliance with specifications.
4. Assists in planning, organizing, directing, and evaluating work of employees.
5. Makes adjustment in assignments, procedures, and schedules.
6. Enforces safety rules and other accident prevention measures.

Knowledge, Skills, and Abilities

1. Must be proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.
2. Must possess a valid, Alabama Commercial Driver's license, Class "B" minimum.
3. Must possess skills to operate a communication device.
4. Verbal skills to effectively communicate with public in a courteous manner.
5. General knowledge of area helpful to aid in locating pickup routes.
6. Writing skills to clearly and neatly complete reports as needed.

Physical Characteristics

1. See well enough to read and write.
2. Hear well enough to respond to verbal communications.
3. Speak well enough to answer questions in a polite, courteous manner.
4. Body movement of mobility to bend, move, stand, and lift.
5. Physical demands described are representative of those that must be met to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
6. Must be able to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Minimum Qualifications

1. Must possess a valid, Commercial Driver's license, Class "B" minimum and be insurable by County insurance standards.
2. Minimum of five (5) years' experience in Driver capacity.
3. Proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.

POSITION DESCRIPTION

Title: Solid Waste Technician

Department: Solid Waste

Job Analysis: Reviewed July 2009, August 2014, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Collection Supervisor, Assistant Collection Supervisor, Landfill Supervisor

Subordinate staff: None

Internal contacts: Solid Waste Drivers, Landfill Operators, Mechanics, Support Staff

External contacts: None

Status: Classified/Non-Exempt (~~304~~ 306)

Job Summary

Performs routine manual labor which does not require a high degree of skill; may also drive trucks and light tractors while in a training status. In most cases, works under immediate direction of an employee of higher grade or a foreman.

Job Domain

A. Manual Labor

1. Performs related manual labor as required.
2. Mows grass, prunes shrubs, rakes grass and removes trash from county property.
3. Must be capable of operating collection trucks.
4. Must be capable of lifting garbage cans.

B. Equipment Operation and Maintenance

1. May drive or operate any collection truck or vehicle that does not require CDL.
2. May drive pick-ups on light hauls.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors and co-workers.
2. Skills to follow verbal instructions.
3. Basic skills in the operation, maintenance and safe use of trucks and light tractors.
4. Knowledge of traffic regulations.
5. *Knowledge of safety rules, including accident causes and prevention.

Physical Characteristics

1. See well enough to operate machinery safely.
2. Hear well enough to hear the backup alarms, radio speakers, etc. (hearing aid acceptable)
3. Use of hands and fingers to perform manual work.
4. Physical dexterity sufficient to operate lever, gears, etc.
5. Body mobility to perform maintenance and operate various types of equipment.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Willing to comply with the following dress standards: clean, neat attire with appropriate foot and hand gear.
3. Willing to work evening shifts.
4. Willing to go pick up garbage.
5. Ability to follow directions.
6. Willing to assist mechanics as needed.

Minimum Requirements

1. Have a valid driver's license. (Commercial Driver's License required for promotion.)

POSITION DESCRIPTION

Title: Transfer Station Supervisor

Department: Solid Waste

Job Analysis: August 2012, September 2013, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Deputy Development & Environmental Director

Subordinate staff: Operators, Laborers, Inmate Labor

Internal Contacts: Department Managers

External contacts: ADEM Regulators/Inspectors, Alabama Department of Public Health Regulators/Inspectors, Engineers, Private Contractors, General Public

Status: Classified/Non-Exempt (~~313~~ 314)

Job Summary

This is a management position with direct responsibilities for environmental management, regulatory enforcement, and compliance management. Provide technical and managerial guidance to the Landfill Supervisor.

Job Domains

A. Management

1. Supervise the daily work routines of the Baldwin County Bay Minette Transfer Station.
2. Assist Landfill Supervisor with scheduling of construction and maintenance of Transfer Station tipping floor, grounds, and buildings.
3. Inspects loads received at the Transfer Station and coordinates with Operations Manager to ensure that waste materials are transferred to the correct landfill site in compliance with both Federal and State regulations, codes and permits.
4. Assists and provides the Landfill Supervisor with both technical assistance and direction in all responsible areas.

5. Monitor and maintain the transfer building tipping floor to ensure timely transfer of waste materials into transfer trailers for transport to landfills for waste disposal. Hauls loads of waste material to the landfills and operates heavy equipment as needed.

B. Planning and Coordination

1. Review, analyze and suggest improvements to Landfill Supervisor and to assist in operating more efficiently and effectively.
2. Conduct organizational studies and evaluations to prepare operational and procedure directions.

C. Miscellaneous

1. Maintains continuing education and training necessary to assist development of long and short-range plans for the Bay Minette Transfer Station.
2. Strive to continually improve the good relations with citizens of Baldwin County.

Knowledge, Skills, and Abilities

1. Skills to direct and supervise subordinates and deal with the public in conflict resolution as necessary.
2. Writing and oratorical skills necessary to make reports to the Landfill Supervisor.
3. Knowledge of applicable occupational safety, health, regulatory requirements, codes and permits.
4. Planning and scheduling skills to provide guidance to contractors and other professionals.
5. Ability to conduct meetings over small groups.

Other Characteristics

1. Must work non regular hours when necessary.
2. Willingness to attend meetings and other work activities after normal working hours.

Minimum Qualifications

1. Valid Class “A” Alabama Commercial Driver’s license.
2. Three (3) years’ experience in supervision and management of others
3. Three (3) years’ experience with heavy equipment operation.

Baldwin County Commission

Agenda Action Form

File #: 22-1519, **Version:** 1 **Item #:** CQ1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Approval of Updated Organizational Charts and Position Descriptions

STAFF RECOMMENDATION
Approve the following to coincide with the approval of the FY2022-2023 Budget changes:

1) Updated organizational chart for the Commission Administration Department; and

2) Updated position description for the Administrative Support Specialist III for the Commission Administration Department; and

3) Updated organizational chart for the Animal Shelter; and

4) Updated position description for Animal Control Officer; and

5) Updated organizational chart for the Archives and History Department; and

6) Position descriptions for the Archives Administrative Support Specialist III (Office) and Archives Specialist; and

7) Updated organizational chart for BRATS Department; and

8) Position description for BRATS Mechanic II; and

9) Updated organizational chart for the Building Maintenance Department; and

10) Position description for the Building Maintenance Engineer I; and

11) Updated organizational chart for the Citizen Service Center; and

12) Position description for the Customer Relationship Manager; and

13) Updated organizational chart for the Planning and Zoning Department; and

14) Position descriptions for the Natural Resource Planner, Planning Technician I, Planning Technician II, and Planning Technician III; and

15) Updated organizational chart for the Sales, Use, and License Tax Department; and

16) Position descriptions for Sales, Use, and License Tax Coordinator, Chief Deputy License Inspector, Senior Audit Compliance Officer, and Revenue Clerk I; and

17) Updated organizational chart for the Coroner's Office; and

18) Position descriptions for Chief Deputy Coroner, Death Investigator I, and Death Investigator II; and

19) Updated organizational chart for Building Inspections; and

20) Position description for Permit Technician I and Bookkeeper II; and

21) Updated organizational chart for the CIS Department; and

22) Updated organizational chart for the Parks Department; and

23) Position description for Parks Mechanic II position; and

24) Updated organizational chart for the Probate Office; and

25) Updated organizational chart for the Revenue Commission/Re-Appraisal; and

26) Position descriptions for Assistant Administrator of Personal Property, Personal Property Appraiser I, Personal Property Appraiser II, Personal Property Appraiser III, Personal Property Appraiser Trainee, Personal Property Specialist, and Real Property Specialist I; and

27) Updated organizational chart for the Highway Department; and

28) Position descriptions for Highway Mechanic II (Maintenance), Mechanic II (Traffic Operations), Operator Technician I, Operator Technician I (BBE/Paving), Operator Technician II, Operator Technician II (BBE/Paving), Operator Technician III, Operator Technician III (BBE/Paving), Operator Technician IV, Operator Technician IV (BBE/Paving), Operator Technician IV/CDL Instructor, Operator Technician Trainee, Permit/Subdivision Manager, Traffic Control Technician I (Stripe), Traffic Control Technician II (Sign), Traffic Control Technician II (Stripe), Traffic Control Technician III (Sign), Traffic Control Technician III (Stripe), Traffic Control Technician IV (Signal), Traffic Control Technician IV (Stripe), Assistant Traffic Operations Manager, Geospatial Technician, Operations Support Specialist II (Construction), Operations Support Specialist III (Accounting), and Operations Support Manager (Accounting); and

29) Updated organizational chart for the Solid Waste Department; and

30) Position descriptions for Assistant Collections Supervisor, Assistant Landfill Supervisor, Collections Supervisor, Environmental Projects Manager, Landfill Equipment Operator I, Landfill Equipment Operator II (Transfer), Landfill Equipment Operator II, Landfill Equipment Operator III, Landfill Equipment Operator III (Transfer), Landfill Equipment Operator IV, Landfill Equipment Operator IV (Transfer), Landfill Supervisor, Master Mechanic, Mechanic I, Mechanic II, Operations Support Coordinator/Trainer, Solid Waste Driver I, Solid Waste Driver II, Solid Waste Driver III, Solid Waste Technician, and Transfer Station Supervisor.

BACKGROUND INFORMATION

Background: N/A

Previous Commission action/date: N/A

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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

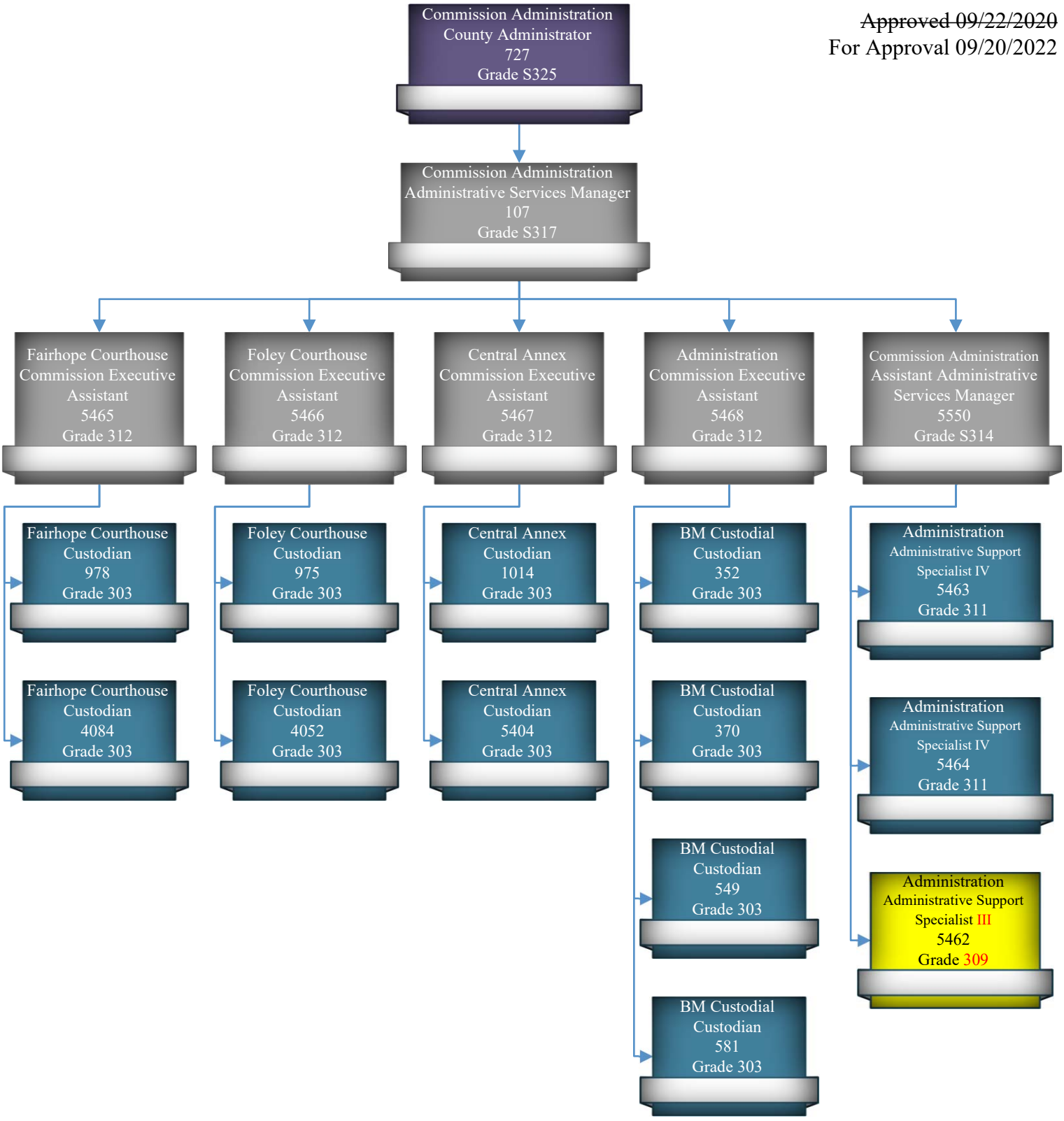
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

~~Approved 09/22/2020~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title:	Administrative Support Specialist III
Department:	Commission Administration
Job Analysis:	August 2011, Sept 2013, Feb 2017, Sept 2017, Dec 2018, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Assistant Administrative Services Manager and Administrative Services Manager
Subordinate Staff:	N/A
Internal Contacts:	General Public, Public Officers, Co-workers and Other Departmental Staff
Status:	Classified/Non-Exempt (309)

Job Summary

The Administrative Support Specialist III for the Commission Administration Department serves to accomplish a myriad of clerical and administrative duties providing administrative support to departmental staff and to ensure the efficient operation of the office appearance and readiness with emphasis on internal customer service, scheduling, calendars, general office organization and files management.

Job Domains

A. Clerical

1. Performs various administrative and secretarial duties as requested and as assigned by the County Administrator, Administrative Services Manager and the Assistant Administrative Services Manager.
2. Manages calendars, scheduling, appointments, travel arrangements, training, meetings, events, and monitors reminders.
3. Maintains a filing system and properly disseminates, files and archives all documentation related to the daily operations of the office, with emphasis on timeliness, organization, accuracy and proper record keeping procedures.
4. Assists with billing of various vendors, maintains proper vendor files and information, orders and maintains a proper inventory of office supplies, verifies receipt of orders and

submits documents to appropriate departments to ensure accurate and timely payment to vendors.
5. Uploads and publishes documents to various internal/external document libraries, with emphasis on monitoring accuracy of information, timelines, organization and proper reporting.
6. Prepares and reviews agenda items, correspondence, reports, contracts, resolutions, proclamations, and other documents, as requested.
7. Monitors vehicle maintenance, schedules maintenance for vehicles and maintains proper files for maintenance records.
8. Enters work orders and maintains files for building maintenance requests, as requested.
9. Assists with scheduling and organization of meetings, and pre- and post-meeting preparation work, as requested.
10. Accomplishes research as directed.

B. Reception and Referral

1. Welcomes visitors and identifies the purpose of their visit before directing them to the appropriate staff or department, with emphasis on customer service.
2. Assists in managing the public meeting rooms, reception areas, and office appearance.
3. Answers incoming calls to the office and relays detailed information/messages accurately to the appropriate person/department.
4. Provides information to general inquiries.
5. Assists the public and discusses problems and complaints tactfully, courteously and effectively.
6. Effectively interfaces with all levels of management, co-workers, and general public to promote a positive relationship between the County Commission Office and the general public.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Knowledge of basic high school mathematics, basic bookkeeping procedures and basic internet usage.
2. A good working knowledge of English grammar, composition, and spelling within acceptable standards of quality and accuracy.
3. A good working knowledge of general office practices, filing procedures, equipment and software (Microsoft Office, Adobe, email, *agenda management software).
4. Skills to read, understand and compile printed reports and research assignments.
5. *Knowledge of County Commission and meetings related activities.
6. *Notary Public in the State of Alabama (must be bondable).
7. Strong interpersonal and communication skills (both written and verbal) and the ability to communicate and work effectively in assisting departmental staff, elected officials and the public.
8. Strong organizational, time-management, problem solving, and critical thinking skills.
9. Ability to be self-motivated and use independent judgement to gather, manage and impart information in a timely manner.
10. Ability to multitask and perform job duties under the stress of multiple, reoccurring deadlines.

11. Ability to quickly acclimate and re-direct focus of work, depending on changes of County Commission activities, meetings deadlines and changing work environment.

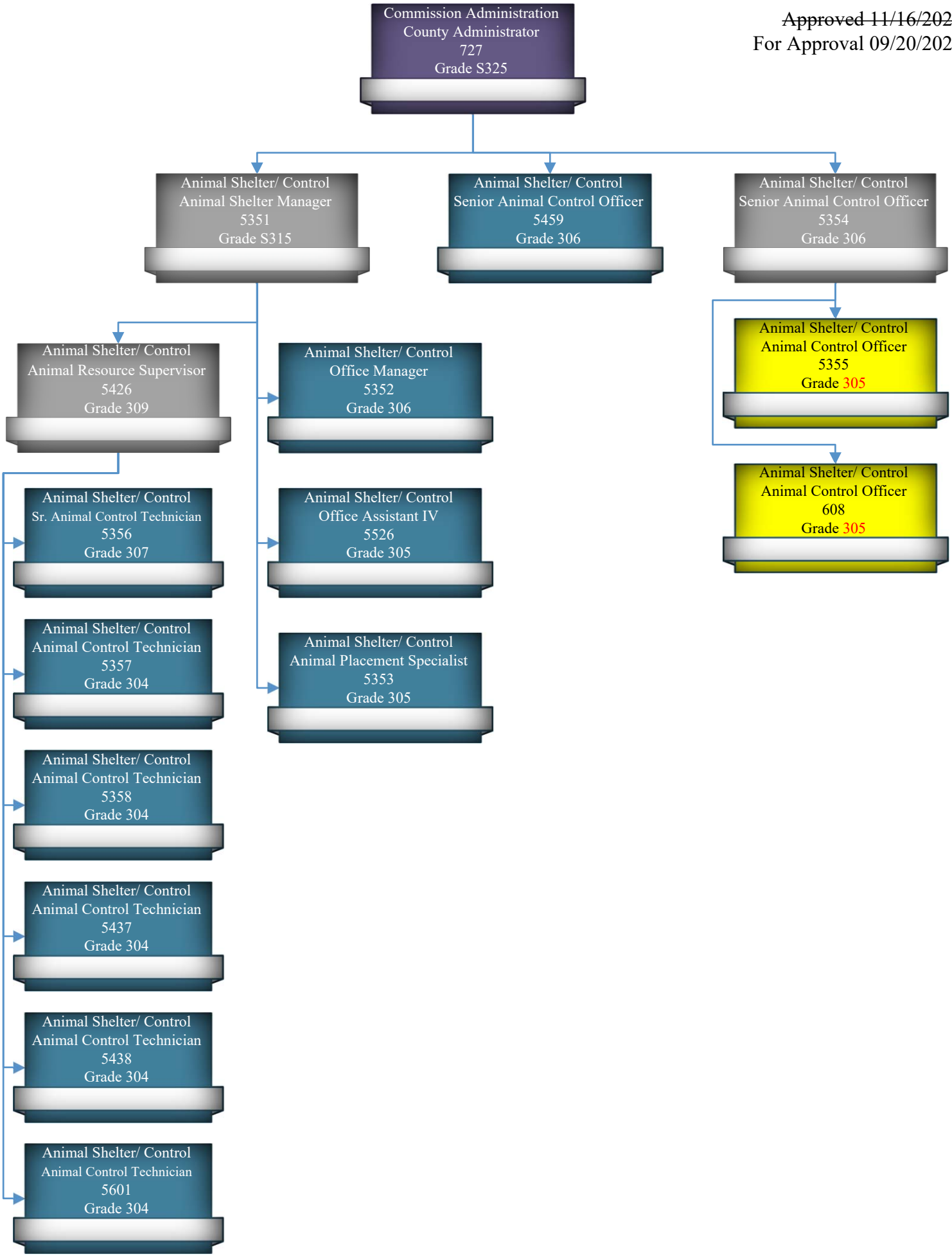
Other Characteristics

1. Willing to work overtime or non-standard hours when necessary.
2. Willing to work from multiple office locations as necessary.

Minimum Qualifications

1. Three (3) years of experience in administrative/clerical related work.
2. Have a valid driver's license.
3. High school diploma or equivalent.

~~Approved 11/16/2021~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Animal Control Officer

Department: Animal Control

Job Analysis: 11/2011, 07/2017, 06/2018, 03/2019, 10/2019, 11/2021, 09/2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Senior Animal Control Officer, County Administrator

Subordinate Staff: None

Internal Contacts: County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (~~303~~ 305)

Job Summary

This is entry level work enforcing animal control laws, ordinances, and regulations. Employees in this class patrol a defined geographic area and respond to and investigate complaints and possible violations related to animal control. Employees in this class may perform other duties related to the care and maintenance of the animal shelter facility and impounded animals as assigned.

Job Domains

1. Patrols a defined geographic area to ensure compliance with animal control laws, ordinances, and regulations; responds to and investigates animal complaints and possible violations of state law concerning stray dogs and cats without rabies tags and dogs running at large; prioritizes complaints received from the public.
2. Issues warnings and/or citations for state animal control law violations.
3. Captures, handles, and transports stray, sick, injured, diseased, vicious, feral, and domesticated animals and transports them to the animal shelter or veterinarian if needed.
4. Communicates with the public concerning animals at the shelter, state laws, and information regarding responsible pet ownership.
5. Keeps records of calls and complaints received and actions taken and ensures the data is entered into the shelter computer software.

6. When not performing patrols, cleans and disinfects cages, floors, and walls of kennels under the direction of the Animal Resource Supervisor or Senior Animal Control Technician as assigned.
7. When not performing patrols, interacts with the public to provide adoption of available pets under the direction of the Animal Resource Supervisor or Senior Animal Control Technician as assigned.
8. When not performing patrols, assists the Animal Placement Specialist as needed.
9. Transports animals to the veterinarian in the mornings prior to performing animal control patrols and transports at other times during the day when not performing patrols.
10. Performs related duties as assigned.
11. Testifies in court when required.

Knowledge, Skills, and Abilities

1. Some knowledge of the laws, ordinances and regulations governing the custody and disposition of animals.
2. Some knowledge of safety practices and procedures in dealing with animals.
3. Some knowledge of the geography of the area assigned to patrol.
4. Ability to learn and use software applications.
5. Ability to read, interpret and explain animal control laws, ordinances and regulations.
6. Ability to make clear, concise reports.
7. Ability to operate a two-way radio.
8. Ability to perform strenuous tasks such as lifting, carrying, crawling and running.
9. Ability to work in varying weather conditions, to include heat and cold temperatures.
10. Ability to understand and carry out oral and written instructions.
11. Ability to safely operate a motor vehicle and travel to locations within the community.
12. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
13. Manual dexterity to write and type.

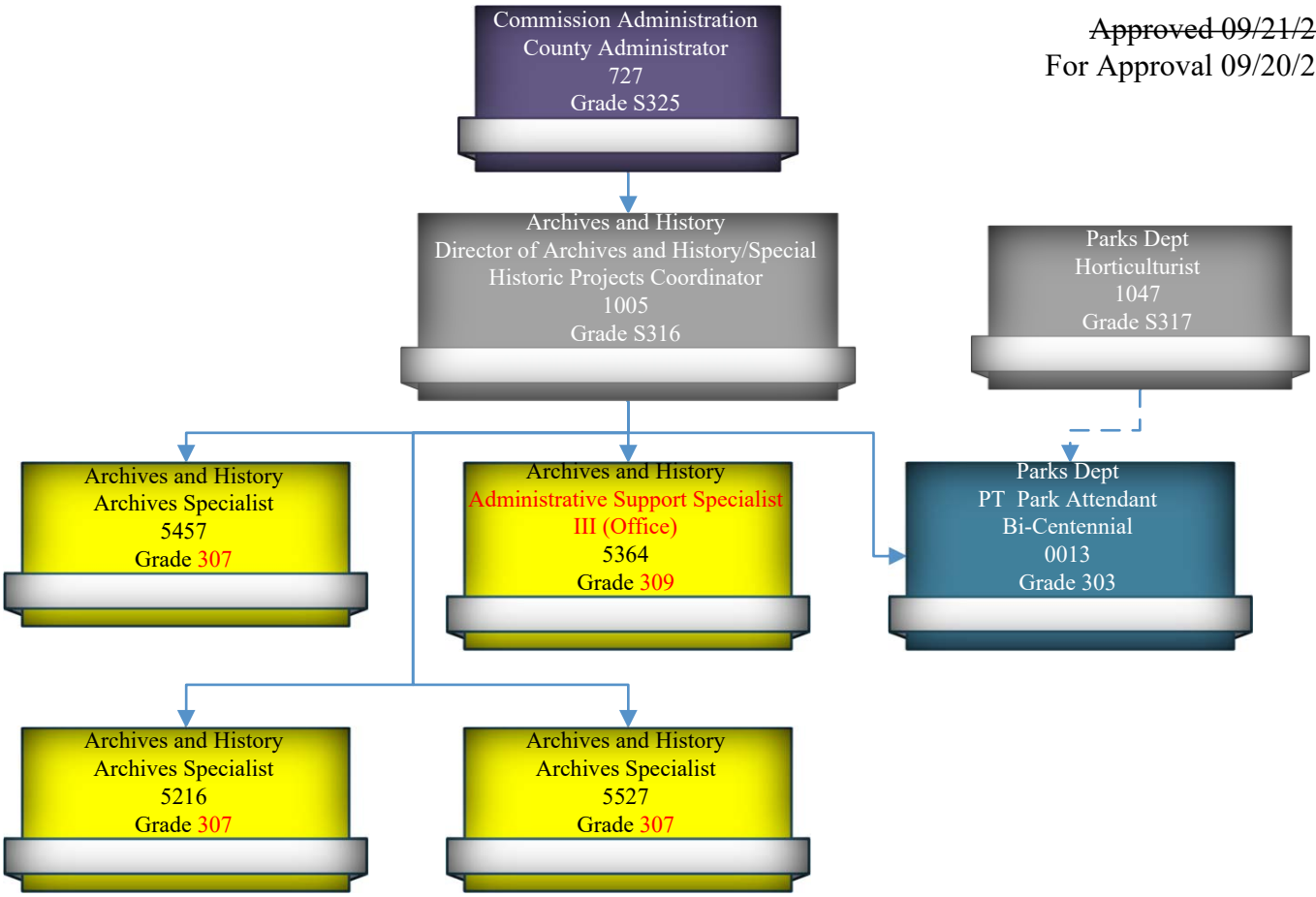
Other Characteristics

1. Must have own transportation.
2. Be willing and available to attend training related to job.
3. Willingness to work overtime and non-standard hours as required.
4. Injuries from animals pose a work hazard for employees in this class.

Minimum Qualifications

1. Possess a valid driver’s license and be insurable by the County’s insurance standards.
2. Minimum of six (6) months of experience in the animal control field (or in the care and handling of domesticated animals).

~~Approved 09/21/2021~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Administrative Support Specialist III (Office)

Department: Department of Archives and History

Job Analysis: July 2021, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Director of Archives /Special Historic Projects Coordinator

Subordinate Staff: ~~Archives Specialists~~ None

Internal Contacts: General Public, Public Officers, and Co-workers

Status: Classified/Non-Exempt (309)

Job Summary

The Administrative Support Specialist III - Office for the Baldwin County Department of Archives and History and assists with archival projects as assigned by the Director of Archives and History.

Job Domains

A. Facility

1. Coordinates operations of the primary workplace facility as requested by the Director of Archives and History.
2. Oversees and coordinates general day-to-day facility operations with kindness, professionalism, tact, and an emphasis on responsiveness.
3. ~~Maintains~~ Oversees and coordinates office and cleaning supplies inventory and prepares requisitions for the same. (Spending authorization will always be applicable as approved by the Director of Archives and History and on file in the Budget/Purchasing office).
4. ~~Reviews~~ Oversees the primary county facility for maintenance and cleanliness ~~as directed.~~

B. Clerical

1. Processes archival materials as directed.
2. Assists other County departments with their records management programs as needed.

3. Assists with reference requests as needed
4. Supports director and department with special assignments as directed.
5. Takes notation and dictation as needed.
6. Types and/or prepares correspondence and various documents as requested.
7. Coordinates training course registrations and travel reservations as needed.
8. Takes minutes and proofreads minutes as requested.
9. Schedules meetings, coordinates newspaper advertisements as requested.
10. Accomplish research as directed.
11. Types and/or prepares correspondence and various documents as requested.
12. Coordinates training course registrations and travel reservations as needed.
13. Takes minutes and proofreads minutes as requested.
14. Receives, reviews, and prepares a variety of forms, requests, records, files, and other documents associated with daily responsibilities of this position
15. Schedules meetings, coordinates newspaper advertisements as requested.
16. Supports Director with and Department with special assignments as needed.
17. Types reports, charts and correspondence.
18. Supervise and trains new hires, interns/volunteers that are assigned to county archival projects
19. Assists patrons in the use of finding aids and guides; responds to written inquiries and supplies suitable reference and/or service
20. Accomplish research as directed.
21. Perform other related work as required by the Director.

C. Reception and Referral

1. Greets visitors to the office, refers them to whom they need to see, and makes them comfortable if they must wait.
2. Answers incoming calls to the office.
3. Provides whatever information is available to general inquiries.

D. Special Historic Projects

1. Assists with the creation and execution of county-wide historical events from conception to clean-up.
2. Assists with the design of advertising materials; collaborate with several departments within the county as well as local and community groups.
3. Assists with archival programming to include publicity and public outreach programs.

E. Representative Duties

1. Identify problems associated with identification and proper handling of historical and literacy manuscripts and flags them for review by the Director.
2. Review and verify folder contents against container lists.
3. Creates and up-date records in in-house databases to support processing and conservation tracking.
4. Compile daily work statistics.
5. Perform clerical duties incidental to archival activities as assigned by the Director.

F. Supervisory Guidelines

1. Closely review daily work for adequacy and accuracy.
2. Plan, assign, schedule, and supervise work assignments.
3. Provide instruction in new situations, methods, and procedures that are not clearly related to existing tasks and duties.
4. Oversee work situations and solve problems with established procedures/policies.
5. Exercise of independent judgment or initiative, as needed.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught/provided on the job)

1. Knowledge of basic high school mathematics and basic bookkeeping procedures.
2. Considerable knowledge of clerical and administrative practices required to coordinate a central records system.
3. Considerable knowledge of the regulations and procedure of the department to which assigned.
4. Ability to establish and maintain complex clerical records and prepare reports.
5. Ability to recognize and maintain the confidentiality of records concerning various budgetary and personnel related matters.
6. A good working knowledge of English grammar, composition, and spelling within acceptable standards of quality and accuracy.
7. A good working knowledge of general office practices, procedures, equipment and software (Microsoft Office, Adobe).
8. Ability to take dictation and type a minimum of fifty (50) words per minute within an acceptable standard of quality and accuracy and take dictation. Ability to communicate effectively and handle multiple assignments.
9. Ability to maintain effective and positive working relationships with public officers, facility tenants, supervisors, co-workers and general public.
10. Skills to read, understand and compile printed reports and research assignments.
11. *Knowledge of County Commission activities.
12. *Notary Public in the State of Alabama (must be bondable)
13. Knowledge of filing procedures.
14. Knowledge and ability to operate office machinery, computers and general software.
15. Ability to work under stress of recurring deadlines.

Physical Requirements

1. Ability to lift heavy material, push loaded book carts, and climb ladders. Manual dexterity.
2. Must have the ability to lift at least 50 lbs., unassisted.

Other Characteristics

1. Willing to work overtime or non-standard hours when necessary.
2. Willing to travel for the purposes of professional development.

3. Ability to work under stress of recurring deadlines.
4. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.
5. Must be willing to work in an environment that contains dust and/or mold.
6. Ability to work under stress of recurring deadlines.

Minimum Qualifications

1. ~~Minimum of five (5) years of experience in administrative/secretarial related work.~~ Training and/or experience in the operation of an archives or a library, preferably with a college degree in either or both areas.
2. Have a valid driver's license and be insurable by the County's insurance standards.
3. High school diploma or equivalent.

POSITION DESCRIPTION

Title:	Archives Specialist
Department:	Department of Archives and History
Job Analysis:	07/2005, 02/2011, 09/2014, 01/2015, 06/2019, 09/2020, 09/2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Director of Archives/Special Historic Projects Coordinator
Subordinate Staff:	None
Internal Contacts:	County Personnel
Staff External Contacts:	General Public, State government personnel
Status:	Classified/Non-Exempt (~~306~~ 307)

Job Summary

The Archives Specialist (s) for the Baldwin County Department of Archives and History serves to accomplish a myriad of clerical administrative duties for the Baldwin County Department of Archives and History and assists with archival projects as assigned by the Director of Archives and History. The Archives Specialist will, as a primary duty, perform the daily duties of records management including cataloging items, properly storing documents from various departments through county government and retrieving those same documents as needed by the Archives Department or any other department that maintains records within the Archives facility. In addition, the Archives Specialist must be able to retrieve shelved documents for patrons and ensure that they are re-shelved properly after use. The Archives Specialist must be able to assist patrons in their research of documents and artifacts maintained by the county archives. Furthermore, the Archives Specialist will assist in the training of temps/volunteers that are assigned county archival projects.

Job Domains

A. Facility

1. Conduct operations of the primary workplace facility as requested by the Director of Archives and History.
2. Conduct general day-to-day facility operations with kindness, professionalism tact and an emphasis on responsiveness.
3. Maintains office and cleaning supplies inventory and prepares requisitions for the same.

(Spending authorization will always be applicable as approved by Director of Archives and History and on file in the Budget/Purchasing office).

4. Reviews the primary facility for maintenance and cleanliness as directed.

B. Representative Duties

1. Organizes and arranges archival and manuscript material in alphabetical, chronological or other appropriate order, as directed, in accordance with local practice and documented procedures.
2. Performs routine procedures to arrange for preservation of the materials.
3. Compiles listings of materials in collections as appropriate.
4. Labels manuscripts folders and containers.
5. Compiles, inputs and formats data on collection material and collection activities in manual and automated files.
6. Prepare collections for preservation.
7. Input and format data for finding aids in machine-readable files, using a standard finding aid template.
8. Re-house material into archival containers and perform other routine procedures to arrange for the preservation of materials (e.g., preservation, photocopying of fragile materials).
9. Print box and folder labels from the electronic finding aid and labels boxes and folders.
10. Retrieve materials from the shelves and assists the Director for in-process and newly processed collections.
11. Perform clerical duties incidental to archival activities as assigned by the Director.

C. Clerical

1. Enters data from given sources on a computer.
2. Assists other county departments with their records management programs as needed.
3. Assists with research requests as needed
4. Supports director and department with special assignments as directed.
5. Takes notation and dictation as needed.
6. Types, writes, and/or prepares internal memoranda and various documents as requested.
7. Understands and conveys more complex messages and instructions and takes action accordingly.
8. Coordinates training course registrations and travel reservations as needed.
9. Takes minutes and proofreads minutes as requested.
10. Schedules meetings, coordinates newspaper advertisements as requested.
11. Receives, reviews, and prepares a variety of forms, requests, records, files, and other documents associated with daily responsibilities of this position.
12. Utilizes a computer, printer, etc. to enter, store, and retrieve data as needed in a variety of electronic mediums including the Archives' electronic database.
13. Maintains a comprehensive, current knowledge and awareness of applicable manuals, policies, and procedures.
14. Ability to understand and implement archival principles including document filing and retrieval.
15. Assists patrons in the use of finding aids and guides; responds to written inquiries and

supplies suitable references and/or service.
16. Supervises and trains interns/volunteers that are assigned to county archival projects.
17. Processes and creates finding aides for archival collections which fall under the domain of the county archives.
18. Offers and obtains basic information or provides assistance on general matters.
19. Compile and maintain archival management data and reports.

D. Reception and Referral

1. Greets visitors to the office, refers them to whom they need to see, and makes them comfortable if they must wait.
2. Answers incoming calls to the office. Advises, screens and refers callers and visitors.
3. Provides whatever information is available to general inquiries.

E. Special Historic Projects

1. Assists with the creation and execution of county-wide historical events from conception to clean-up.
2. Assists with the design of advertising materials; collaborate with several departments within the county as well as local and community groups.
3. Assists with archival programming to include publicity and public outreach programs.

Knowledge, Skills, and Abilities

1. Knowledge of basic high school mathematics.
2. Knowledge of basic bookkeeping procedures.
3. A good working knowledge of English grammar, composition, and spelling.
4. Ability to read and understand English-language primary source documents, including hand-written texts sufficiently to organize collections.
5. A good working knowledge of general office practices and procedures.
6. Skills to communicate effectively with Public Officers, supervisor, co-workers, and general public.
7. Skills to read and understand printed reports and requests.
8. Knowledge of filing procedures.
9. Knowledge of office machinery operations.
10. Ability to establish and maintain effective working relationships with supervisors, co- workers, and the general public.
11. Ability to understand written instructions, and general policy statements.
12. Ability to organize and prioritize own work.
13. Ability to operate equipment associated with the scanning and preservation of artifacts in an electronic format.
14. Knowledge of archival processing.
15. Knowledge of Records Management theory and practice.
16. Knowledge of or ability to learn the proper processing of documents and/or artifacts to archival standards.
17. Skills including an understanding of finding aides, electronic catalogs and databases and

the ability to create and implement any of the above.

18. Knowledge of, or ability to, learn and put into practice archival principles that are necessary to properly serve researchers at the facility and through telephone/email communication.
19. Abilities associated with the training and supervision of interns with limited archival skills and volunteers with no archival skills.
20. Ability to assist patrons with research requests in a professional and friendly manner.

Physical Requirements

1. Ability to lift heavy material, push loaded book carts, and climb ladders. Manual dexterity.
2. Must have the ability to lift at least 50 lbs. unassisted.

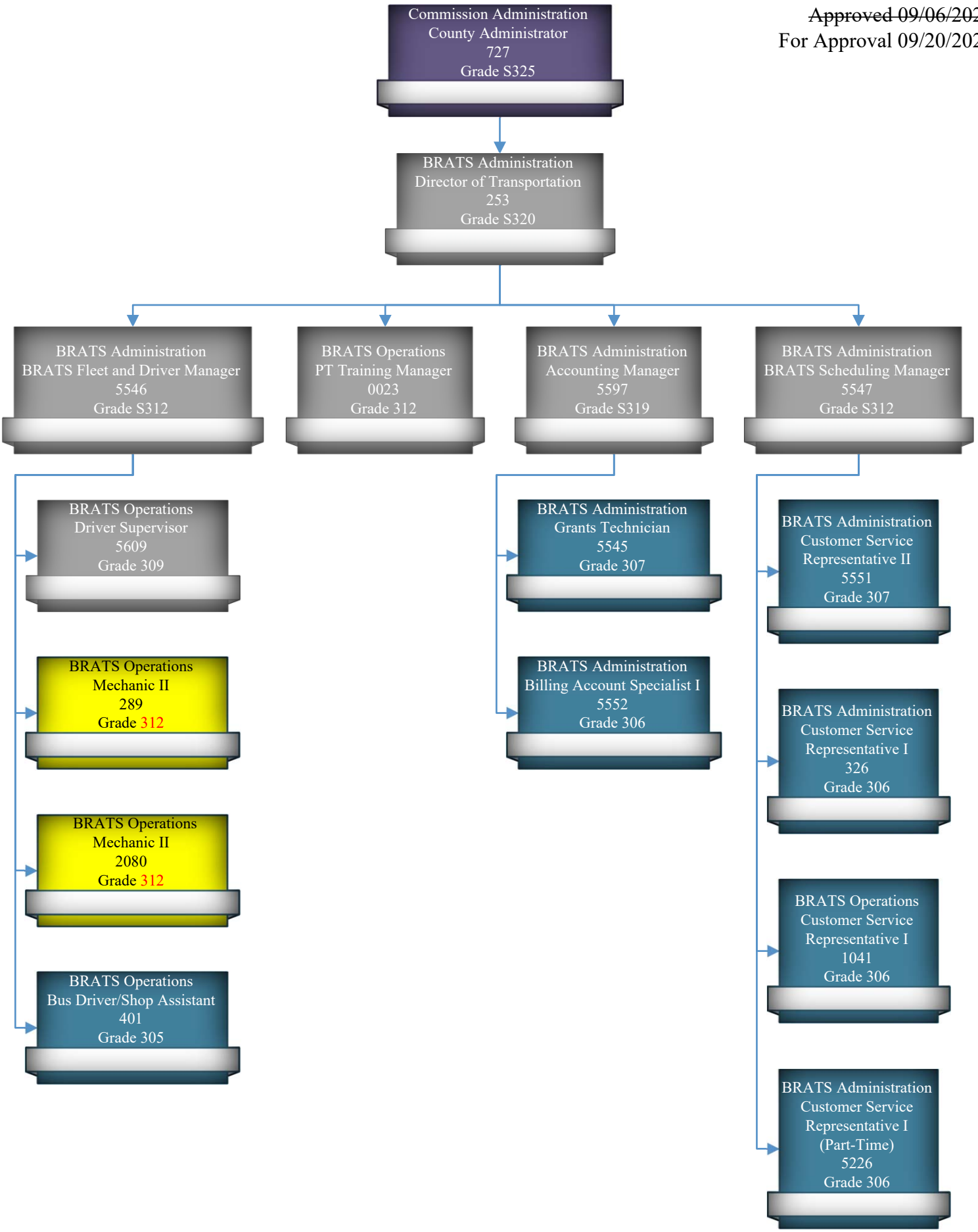
Other Characteristics

1. Willing to work overtime, nonstandard hours, weekends and holidays as required to complete work assignments.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.
4. Must be willing to work in an environment that contains dust and/or mold.
5. Ability to work under stress of recurring deadlines.

Minimum Requirements

1. Associate degree in Records Management with a minimum two (2) years' experience working in an archives or records management setting; or any equivalent combination of experience and training that provides the knowledge, skills, and abilities necessary to perform the work.
2. Possess valid driver's license and be insurable by the County's standards.
3. Experience using computers, especially word processing, and other office equipment.
4. Minimal keyboarding skills (25-39 wpm).

~~Approved 09/06/2022~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title:	Mechanic II
Department:	Baldwin Regional Area Transit System (BRATS)
Job Analysis:	7/1995, 4/2001, 06/2009, 02/2011, 02/2014, 10/2019, 09/2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Scheduling Manager, Assistant Director of Transportation, Director of Transportation
Subordinate Staff:	None
Internal Contacts:	Baldwin County Commission, County Administrator, County Engineer, Co-workers
External Contacts:	General Public, Business Community
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Mechanical repair and maintenance of gasoline and diesel-powered vehicles in the BRATS fleet, using standard practices and equipment of the automotive trade. On-call for emergencies as needed. Must be willing to perform other duties as deemed necessary by management.

Job Domains

A. Automotive Repair and Maintenance

1. Complete the Preventive Maintenance Checklist in a timely manner.
2. Tune engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, and replacement of coil, condenser, and breaker points.
3. Remove and disassemble major units such as engine, transmission, differential, inspects parts for wear and reassembles.
4. Use the diagnostic equipment for finding computer problems.
5. Repair and/or replace parts such as pistons, rods, gears, and bearings.
6. Overhaul and replace carburetors, generators, radiators, alternators, starters, distributors, and pumps.
7. Rewire ignition system, lights, and instrument panel.
8. Install radios and Mobile Data Systems.

9. Turn drums, realigns and adjusts brakes, aligns front end, repairs or replaces shock absorbers.
10. Replace and adjust headlights, and install or repair accessories such as radios, heaters, mirrors, and windshield wipers.
11. Perform inspections on vehicles for safety issues on tires, engines, etc. including post accident and new vehicle inspections.

B. Miscellaneous

1. Weld to repair broken or cracked frames, bars, plates, and other metal objects.
2. Replace batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repair or replace tires.
4. Perform related mechanic duties as required.
5. Perform various duties including operations of transportation buses.
6. Test repaired equipment to ensure operating efficiency.
7. Perform additional repairs as needed.
8. Maintain accurate records on all vehicle's maintenance.
9. Maintain accurate vehicle information list including radio and mobile data computer information.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Verbal skills to communicate information to supervisors and coworkers.
2. Writing skills to clearly and precisely complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts list, instructions, etc.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.
10. Knowledge of safety rules, including accident causation and prevention.
11. Ability to work independently without close supervision.
12. *Knowledge of federal and state requirement of vehicle maintenance for a transit fleet.

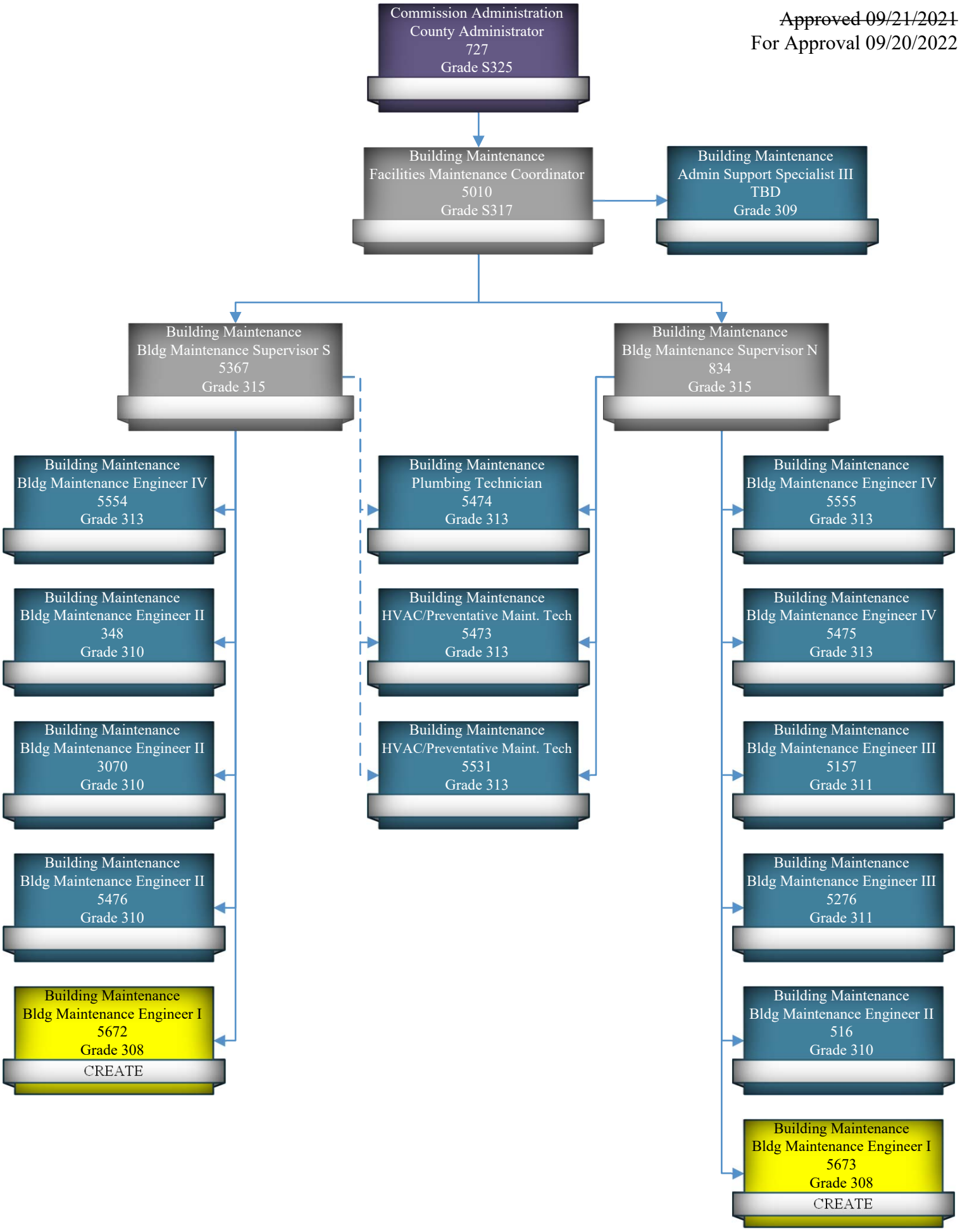
Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to provide personal hand tools.
3. Must be able to travel as deemed necessary for maintenance training or parts.

Minimum Requirements

1. Have a valid driver's license with CDL with Passenger Endorsement.
2. Experience in automotive and heavy equipment repairs and maintenance.

~~Approved 09/21/2021~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Building Maintenance Engineer I

Department: Building Maintenance

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Building Maintenance Supervisors, Facilities Maintenance Coordinator

Subordinate Staff: None

Internal Contacts: All County Departments

External Contacts: Building Material Suppliers

Status: Classified/Non-Exempt (308)

Job Summary

Under the direction of the Building Maintenance Supervisors, assist in repairs on plumbing, heating, cooling and electrical systems. Performs carpentry work as required. Be responsible for house cleaning shop and storage areas.

Job Domains

A. Equipment Maintenance

1. Assist in repairs and maintenance of plumbing, electrical, and HVAC systems.
2. Assist in carpentry and welding projects.
3. Perform other maintenance as required.

Knowledge, Skills, and Abilities

1. Skills to communicate with supervisor, subcontractors, and co-workers.
2. Math skills to take accurate measurements and perform multiplication and division.
3. Skills to complete order forms and progress reports accurately.
4. Some knowledge of plumbing, heating, air conditioning and electrical systems.
5. Knowledge of maintenance materials.

6. Knowledge of basic carpentry.

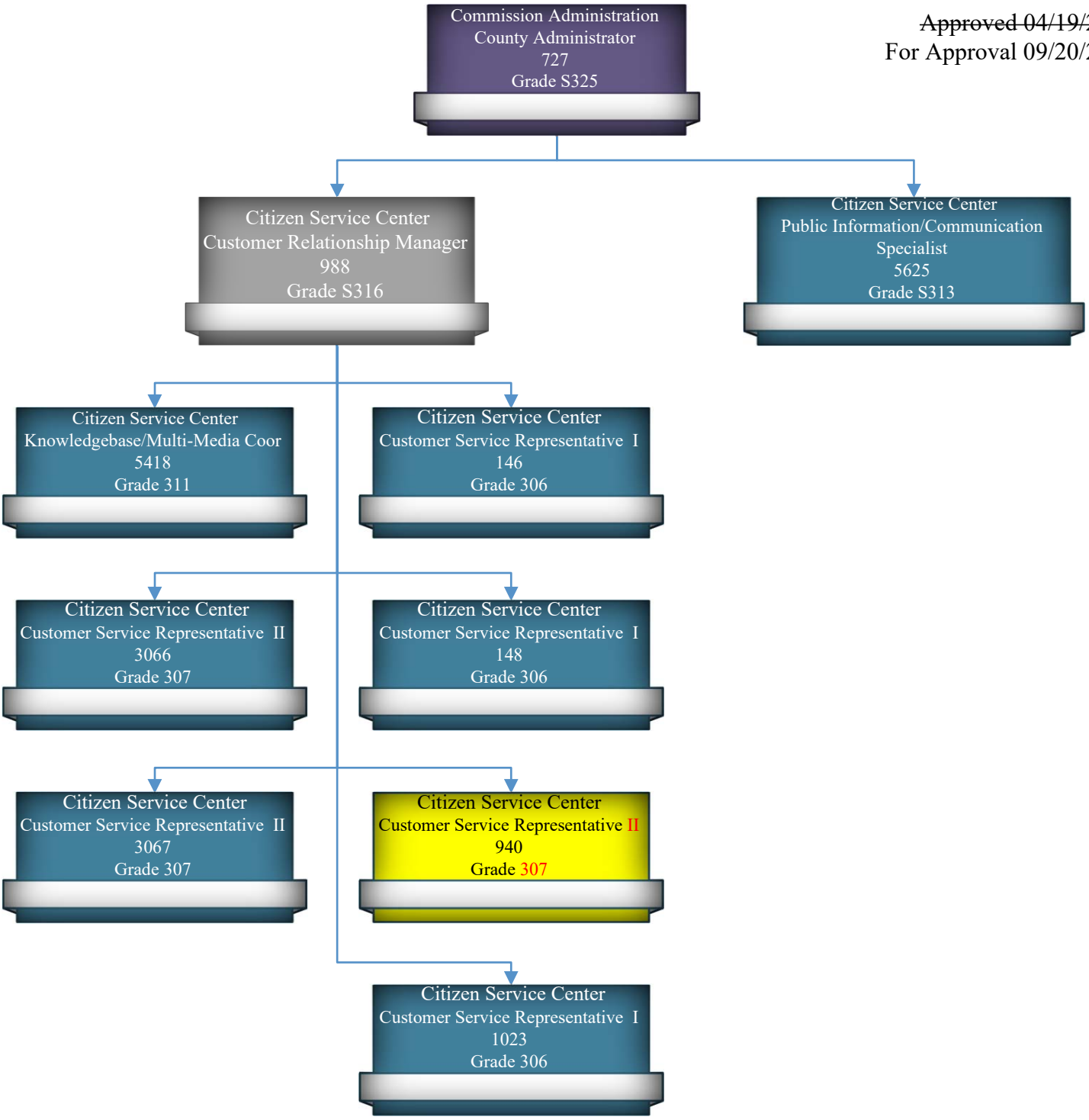
Other Characteristics

1. Willingness to provide own hand tools.
2. Willingness to work non-standard hours.

Minimum Qualifications

1. Have a valid state driver's license and be insurable by the County's insurance standards.
2. Have a minimum of two (2) years' experience in building maintenance field.

~~Approved 04/19/2022~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title:	Customer Relationship Manager
Department:	Citizen Service Center
Job Analysis:	April 2005, Dec 2006, Oct 2011, Sept 2018, Feb 2020, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	County Administrator
Subordinate Staff:	Customer Service Representatives, Knowledgebase/Multi-Media Coordinator
Internal Contacts:	Commissioners, Department Heads, All Other County Staff
External Contacts:	Vendors, Representatives from other Agencies, & the Public
Status:	Classified/Exempt (S316)

Job Summary

Provides coordination and overall direction of customer service initiatives for the Baldwin County Commission. This individual is responsible for managing the Call Center, supervising Customer Service Representatives, coordinating web-based service delivery, coordinating training programs related to customer service, developing customer focused services, and marketing those services. This individual must be able to work independently; exercise sound business judgment in the performance of duties; and communicate well with other employees, general public, and elected officials.

Job Domains

A. Customer Relationship Management

1. Coordinate and implement customer-based initiatives that will impact the perception of government in a positive manner.
2. Develop and foster relationships with internal and external customers that will enhance services.
3. Coordinate with all departments and agencies served to understand services being provided and develop or enhance the delivery of those services.

4. Develop and implement plans for delivery of services via Call Center, website, and face to face.
5. Conduct internal and public surveys to determine customer satisfaction and strategic direction.
6. Coordinate and/or conduct training of County staff on customer service-related areas and initiatives.
7. Implement technology where appropriate to enhance service delivery and accountability.
8. Develop and maintain a strategic plan for continued improvement of customer service.

B. Call Center Management

1. Develop and implement procedures to ensure the efficient operation of the ~~Call~~ Service Center, while ensuring compliance with laws and Commission policy.
2. Supervise and schedule staff to ensure the delivery of superior customer service.
3. Prepare call statistics, orders closed, orders open, and other reports to encourage accountability and customer service.
4. Establish measurement tools to measure, monitor, and evaluate CSR performance to assure quality of service, professionalism, and courtesy. Identify actions that can improve call quality and customer satisfaction.
5. Develop and implement marketing & branding initiatives to promote the use of the ~~Call~~ Service Center.
6. Implement technology where appropriate to enhance service delivery and accountability.
7. Responsible for providing consultation to various departments on Call Center applications call flows, routing, and configuration.
8. Responsible for day-to-day configuration changes to call flows and agent profiles in OpenScape Contact Center Manager (OSCC).
9. Responsible for keeping OSCC recordings up to date; changing during activation and holidays, etc.
10. Responsible for initial troubleshooting of any reported issues with Call Center applications.
11. Responsible for working with vendor to resolve any issues with Call Center applications.
12. Responsible for coordinating and supervising Emergency Operations Call Center.

C. Project Management

1. Develop project implementation plans and budget as required.
2. Coordinate internal and external resources during implementation of project with emphasis on keeping project on schedule and within budget.
3. Develop reports and presentations.
4. Coordinate with departments/agencies to ensure accurate distribution of information to customers.
5. Analyze issues, identify solutions, and implement recommendations.

D. Supervisory

1. Schedule, coach, assign, reviews and evaluate the work of subordinates.

~~2. Perform daily supervisor duties for all subordinates.~~
3. Establish and communicate priorities and timelines with subordinates.
4. Hold regular meetings with subordinates to ensure effective communication of policies and mission.

Knowledge, Skills, and Abilities

1. Thorough knowledge of inbound call center management.
2. Thorough knowledge of public relations principles.
3. Thorough knowledge of marketing principles and techniques.
4. Thorough knowledge related to the customer services being provided by the ~~Call~~ Service Center.
5. Thorough knowledge of the laws, ordinances, regulations, and policies governing the services being delivered
6. ~~Good~~ Thorough knowledge of the overall County Organization, Departmental and Agency missions & duties, County facts, etc. in order to provide a high level of customer service to those served.
7. Good knowledge of project management principles, including budgeting.
8. Good knowledge of communications and information technology as relates to the call center and customer service. Specifically, OpenScape Contact Center Manager application.
9. Good knowledge of office productivity software (word processing, spreadsheet, database).
10. Good knowledge of desktop computer systems and computer peripheral equipment.
11. Ability to plan and organize work in order to set priorities and meet deadlines.
12. Ability to interpret complex matters and respond to questions at a layman's level of understanding.
13. Ability to communicate effectively, both orally and in writing.
14. Ability to meet and deal effectively with public officials, community groups, media, and the general public.
15. Ability to speak with a clear, well-modulated voice and to use proper grammar.
16. Ability to deal with all personal & telephone contacts in a tactful & courteous manner and to quickly convey concise & accurate information.
17. Ability to establish and maintain effective working relationships with department heads, elected officials, other employees, vendors, and the general public.

Other Characteristics

1. Must be willing to travel and stay overnight as required.
2. Must be willing to work nonstandard hours, including weekends and overtime.
3. Must be willing to attend additional training, skills development, and other self improvement courses.

Minimum Qualifications

1. Should possess a bachelor’s degree from a recognized college or university in Communications, Marketing, Public Relations, or a closely related field. Or a combination of education and experience equivalent to these requirements.

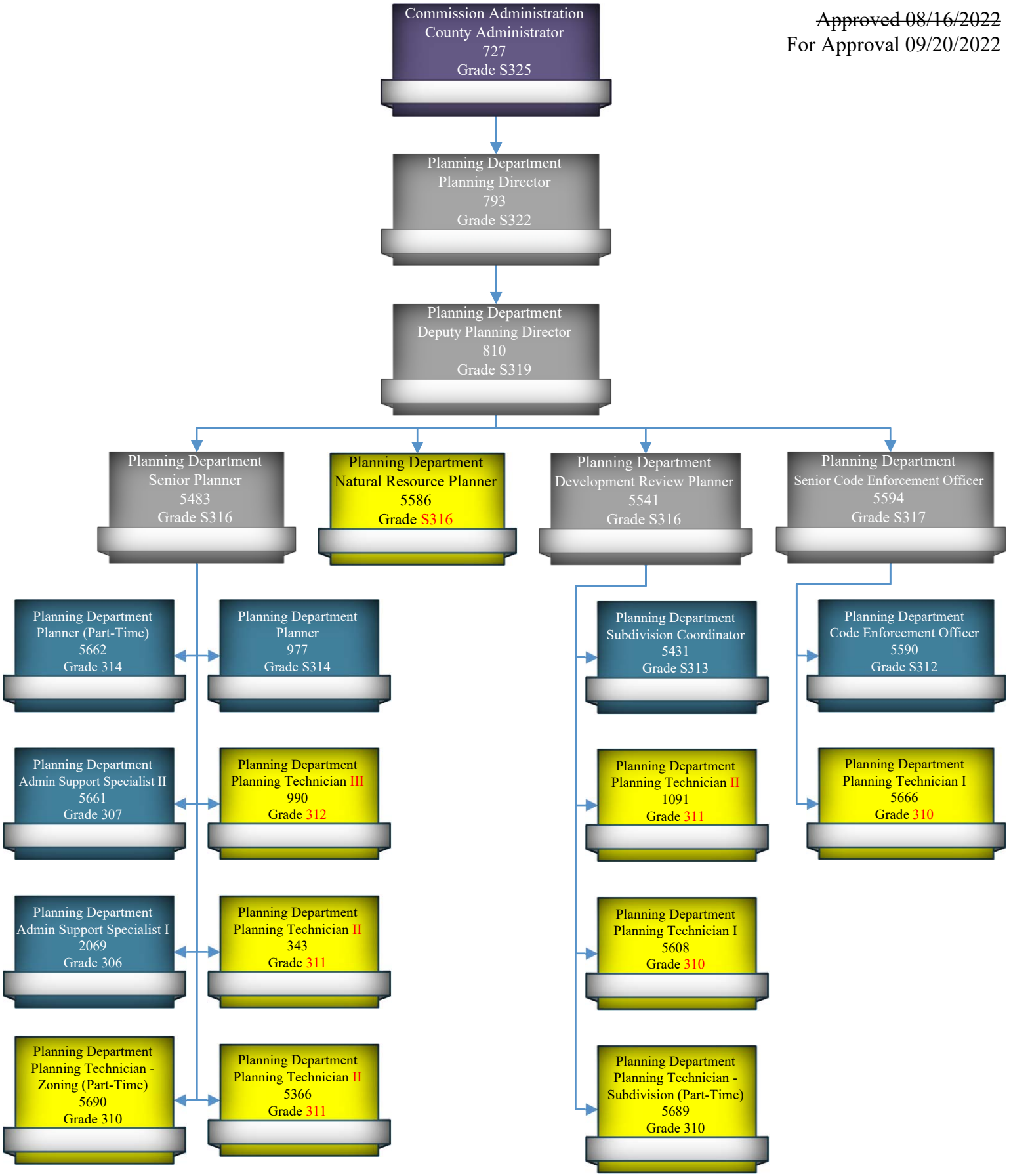
2. Should have a minimum of two (2) years' experience managing an inbound Call Center or other related area that would demonstrate the capability to perform the duties required of this position.

Certifications

The below certifications must be obtained within two (2) years of the job description being approved for employees currently in this position or two (2) years from beginning of employment for employees new to this position.

1. OpenScape Contact Center Administrator
2. IS 100- Introduction to the Incident Command System
3. IS 700 – National Incident Management System (NIMS) an Introduction
4. IS 701.a – NIMS Multiagency Coordination System Course
5. IS 702 – NIMS Public Information Systems
6. IS 703.a – NIMS Resource Management
7. IS 704 – NIMS Communications and Information Management
8. IS 300 – Intermediate Incident Command Structure
9. IS 400 – Advanced Incident Command System

~~Approved 08/16/2022~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title:	Natural Resource Planner
Department:	Planning and Zoning
Job Analysis:	September 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Planning Director
Subordinate staff:	None
Internal contacts:	Planning Staff and other County employees
External contacts:	General Public, Alabama Department of Environmental Management, Corps of Engineers, U.S. Fish & Wildlife, local environmental organizations
Status:	Classified/Exempt (~~S315~~ S316)

Job Summary

Develop and manage various policies, plans and studies in areas of watershed planning, wetlands conservation, stormwater management, air quality, water quality, erosion control and other environmental and community development programs. Manage natural resource staff.

Job Domains

1. Conduct research and analysis on various environmental issues. Develop and implement long range environmental plans and studies for Baldwin County related to watershed planning, wetlands conservation, stormwater management, air quality, water quality and erosion control. Monitor plan progress. Maintain plans in up-to-date manner.
2. Assist in environmentally related grant projects including project scope development and selection, and similar tasks as appropriate.
3. Represent the County on various committees and organizations related to the environment such as the Mobile Bay NEP. Act as liaison to various state and federal environmental agencies including ADEM, COE, USF&W etc. Respond to inquiries from the public about environmental issues and regulations.
4. Attend and present reports at Planning Commission meetings, public hearings, public meetings, and County Commission meetings as necessary.

5. Prepare responses to COE wetland dredge and fill permit applications and ADEM air quality proposals.
6. Work on special projects related to the Baldwin County Master Plan, areas land use plans and similar studies/plans including but not limited to environment & conservation, parks & recreation, and growth & development.
7. Assist Planning Director on other projects as needed.

Knowledge, Skills, and Abilities

1. Ability to communicate effectively.
2. Knowledge of computers and software related to job (word processing, spreadsheets, GIS). Ability to prepare plans, studies, reports and correspondence.
3. Ability to analyze complex situations, problems and data, and use sound judgment in drawing conclusions and making decisions.
4. Ability to comprehend and articulate complex facts and relationships in detail, to summarize and write clearly, concisely and legibly.

Other Characteristics

1. Willing to work evenings and weekends when necessary.

Minimum Qualifications

1. Graduate of an accredited college or university with a bachelor’s degree in planning, environmental science, geography, or related field.
2. Prefer Master's degree, AICP certification and experience in area of environmental planning.
3. Have a valid driver's license and be insurable by the County’s insurance standards.

POSITION DESCRIPTION

Title:	Planning Technician I
Department:	Planning and Zoning
Job Analysis:	Feb 2011, July 2012, Feb 2015, Aug 2021, Sept 2022

Note: Statements included in this description are intended to reflect, in general, the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Senior Code Enforcement Officer, Senior Planner, Development Review Planner, Deputy Planning Director, Planning Director, County Administrator
Subordinate staff:	None
Internal contacts:	Code Enforcement Team Members, Natural Resource Planner, ~~Office Manager,~~ Building Official, Building Inspectors, Highway Department Section Heads and Staff.
External contacts:	General Public
Status:	Classified/ Non-Exempt (~~309~~ 310)

Job Summary

The Planning Technician position primarily involves the review of plans for compliance with County regulations as well as disseminating information and assisting the public in planning and zoning related matters. May support Code Enforcement and Natural Resource Planning as required. Other related duties may be assigned by the Director.

Job Domains

1. Provide exceptional customer service when assisting the public regarding Planning and Zoning related matters ~~information~~.
2. Gather and present data in written and graphic format for use by the Planning and Zoning Department staff.
3. Read and interpret buildings plans, site plans and other relates maps or plans for compliance with County regulations.
4. Process applications for County regulation compliance.
5. Accept applications for Planning Commission and Boards of Adjustment.
6. Schedule and attend Board of Adjustment and Planning Commission meetings.

7. Review development proposals for compliance with historic district design standards.
8. Schedule and attend meeting of the Architectural Review Board (ARB).
9. Prepare maps as needed.
10. Perform research for various planning projects.
11. May support Code Enforcement and Natural Resource Planning as required.
12. Other duties assigned by the Director and County Administrator.

Knowledge, Skills, and Abilities

1. Ability to read and analyze building plans and site plans.
2. Ability to understand and apply County regulations in the review of plans.
3. ~~Proficiency in GIS software.~~Strong interpersonal and communication skills.
4. High proficiency in the use computer software including current versions of Microsoft Office Suite and similar software packages.

Other Characteristics

1. Willing to work non-standard hours as necessary.

Minimum Qualifications

1. High School diploma or equivalent.
2. Possess a valid driver's license.

POSITION DESCRIPTION

Title: Planning Technician II

Department: Planning and Zoning

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect, in general, the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Senior Code Enforcement Officer, Senior Planner, Development Review Planner, Deputy Planning Director, Planning Director, County Administrator

Subordinate staff: None

Internal contacts: Code Enforcement Team Members, Natural Resource Planner, Building Official, Building Inspectors, Highway Department Section Heads and Staff.

External contacts: General Public

Status: Classified/ Non-Exempt (311)

Job Summary

The Planning Technician position primarily involves the review of plans for compliance with County regulations as well as disseminating information and assisting the public in planning and zoning related matters, with the added roles of providing management support of meetings. May support Code Enforcement and Natural Resource Planning as required. Other related duties may be assigned by the Director.

Job Domains

1. Provide exceptional customer service when assisting the public regarding Planning and Zoning related matters.
2. Gather and present data in written and graphic format for use by the Planning and Zoning Department staff.
3. Read and interpret buildings plans, site plans and other relates maps or plans for compliance with County regulations.
4. Process applications for County regulation compliance.
5. Accept applications for Planning Commission and Boards of Adjustment.

6. Manage assigned Public Meetings and the associated appointed Boards (with support of P&Z Management Team) to ensure compliance with notice deadlines, equitable assignment of case load to peers, Open Meetings Act requirements, Roberts Rules of Order, board member terms, board member training, etc.
7. Submit Agenda Items to the County Commission as necessary to fulfill position duties.
8. Schedule and attend Board of Adjustment and Planning Commission meetings.
9. Review development proposals for compliance with historic district design standards.
10. Schedule and attend meeting of the Architectural Review Board (ARB).
11. Prepare maps as needed.
12. Perform research for various planning projects.
13. May support Code Enforcement and Natural Resource Planning as required.
14. Other duties assigned by the Director and County Administrator.

Knowledge, Skills, and Abilities

1. Ability to read and analyze building plans and site plans.
2. Ability to understand and apply County regulations in the review of plans.
3. Strong interpersonal and communication skills.
4. Strong technical writing skills.
5. High proficiency in the use computer software including current versions of Microsoft Office Suite and similar software packages.

Other Characteristics

1. Willing to work non-standard hours as necessary.

Minimum Qualifications

1. Associates degree preferred but not required.
2. Strong attitude and technical aptitude given preference over educational background.
3. Possess a valid driver's license.

POSITION DESCRIPTION

Title: Planning Technician III

Department: Planning and Zoning

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect, in general, the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Senior Code Enforcement Officer, Senior Planner, Development Review Planner, Deputy Planning Director, Planning Director, County Administrator

Subordinate staff: P&Z Administrative Assistants

Internal contacts: Code Enforcement Team Members, Natural Resource Planner, Building Official, Building Inspectors, Highway Department Section Heads and Staff.

External contacts: General Public

Status: Classified/ Non-Exempt (312)

Job Summary

The Planning Technician III position primarily involves the review of plans for compliance with County regulations as well as disseminating information and assisting the public in planning and zoning related matters, with the added roles of providing management support of meetings with specific emphasis on the Planning Commission meeting and management oversight of the P&Z administrative assistants. May support Code Enforcement and Natural Resource Planning as required. Other related duties may be assigned by the Director.

Job Domains

1. Provide exceptional customer service when assisting the public regarding Planning and Zoning related matters.
2. Gather and present data in written and graphic format for use by the Planning and Zoning Department staff.
3. Read and interpret buildings plans, site plans and other relates maps or plans for compliance with County regulations.
4. Process applications for County regulation compliance.

5. Accept applications for Planning Commission and Boards of Adjustment.
6. Manage or provide support for assigned Public Meetings and the associated appointed Boards (with support of P&Z Management Team) to ensure compliance with notice deadlines, equitable assignment of case load to peers, Open Meetings Act requirements, Roberts Rules of Order, board member terms, board member training, etc.
7. Manage Planning Commission meeting and Planning Commission Membership (with support of Planning Director and Deputy Planning Director) to ensure compliance with notice deadlines, Open Meetings Act requirements, Roberts Rules of Order, Planning Commission member terms, Planning Commission member training, etc.
8. Manage and/or provide support for miscellaneous Planning and Zoning meetings.
9. Submit Agenda Items to the County Commission as necessary to fulfill position duties.
10. Provide oversite P&Z Administrative Assistants and the application intake process for the Planning and Zoning Department.
11. Schedule and attend Board of Adjustment and Planning Commission meetings.
12. Review development proposals for compliance with historic district design standards.
13. Schedule and attend meeting of the Architectural Review Board (ARB).
14. Prepare maps as needed.
15. Perform research for various planning projects.
16. May support Code Enforcement and Natural Resource Planning as required.
17. Other duties assigned by the Director and County Administrator.

Knowledge, Skills, and Abilities

1. Ability to read and analyze building plans and site plans.
2. Ability to understand and apply County regulations in the review of plans.
3. Strong interpersonal and communication skills.
4. Strong technical writing skills.
5. High proficiency in the use computer software including current versions of Microsoft Office Suite and similar software packages.
6. Basic management skills.

Other Characteristics

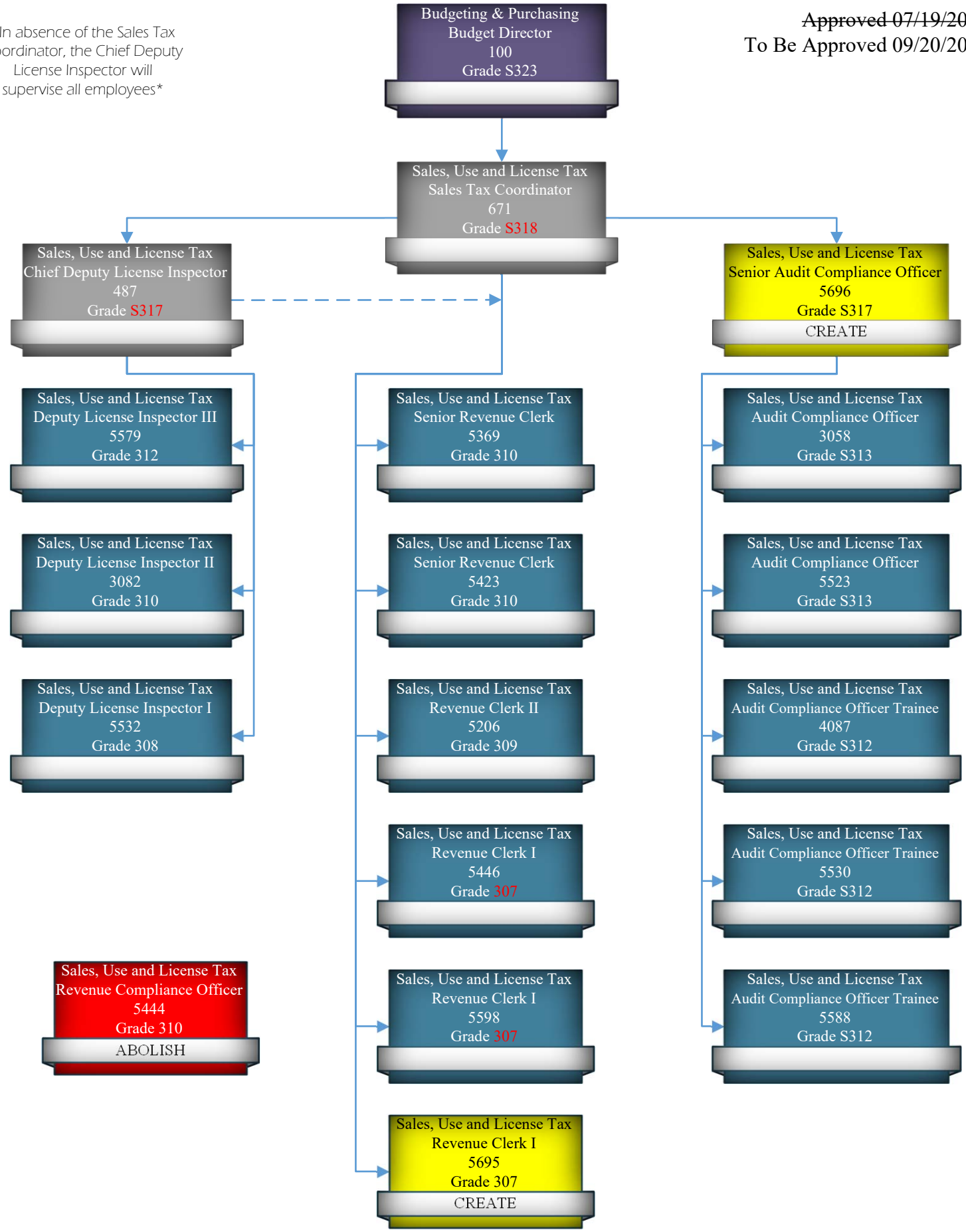
1. Willing to work non-standard hours as necessary.

Minimum Qualifications

1. Batchelor’s degree preferred but not required.
2. Strong attitude and technical aptitude given preference over educational background.
3. Possess a valid driver's license.

In absence of the Sales Tax Coordinator, the Chief Deputy License Inspector will supervise all employees

~~Approved 07/19/2022~~
To Be Approved 09/20/2022



POSITION DESCRIPTON

Title: Chief Deputy License Inspector

Department: Sales, Use & License Tax Department

Job Analysis: September 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Sales, Use & License Tax Coordinator, Budget Director

Subordinate Staff: License Inspector I, License Inspector II, License Inspector III

External Contacts: Taxpayers; Other Government Agencies; General Public

Salary Grade: Classified/Exempt (~~S313~~ S317)

Job Summary

Hires, manages, supervises, and evaluates License Inspectors I's, II's, and III's. Contacts all individuals, firms, or corporations in the County to ensure proper payment of business license fees, mobile home registration fees/sales tax, and enforces the county junkyard resolutions. Inspect for cigarette/tax stamp compliance, video, lease/rental tax compliance, sales and use tax compliance. Monitors proposed legislation as it pertains to business license and manufactured homes. Employee follows established procedures and guidelines in performance of duties but sets own agenda within established perimeters.

Job Domains

1. Responsible for ensuring County receives all license fees through local laws and agreements.
2. Contacts all individuals, firms or corporations doing business in the County to insure all have valid business licenses.
3. Checks business tax license against previous year's list of licensed businesses; notifies delinquent businesses to make proper license payments.
4. Canvasses the County looking for new businesses subject to licenses; gives notices of licenses due; follows up cases to ensure licenses are paid.
5. Make spot checks of business firms to determine whether they have licenses covering all taxable operations carried on, checks for payment of various taxes.
6. Initiates Complaint/Summons of delinquent taxpayers and appears in court as a witness in connection with the court process for restitution. Or, makes the decision of transmitting delinquent business license accounts through the State Department of Revenue for collection.

7. Checks street vendors and other transient vendors to determine if they have obtained licenses.
8. Responsible for inspection of businesses to inform and verify that proper cigarette stamps are being used in Baldwin County.
9. Checks compliance on sales, use, video, and rental/lease taxes.
10. Collection of business license fees, manufactured home registration fees, and sales taxes. ~~collected by the Sales, Use & License Tax Department.~~
11. Supervises the performance of Deputy License Inspectors I's, II's and III's.
12. Works in close coordination with the Sales, Use & License Tax Coordinator.
13. Assists the Sales, Use, and License Tax Coordinator with the evaluations of the employees under their supervision.
14. Conducts seminars and speeches pertaining to business license and manufactured home, when available.
15. Works in close cooperation with the Judge of Probate's Office.
16. All other duties as assigned.

Knowledge, Skills, and Abilities

1. ~~Communication~~ Skills to ~~convey~~ professionally communicate with ~~to~~ the public, to provide clear and concise ~~explanations of County ordinances and regulations in a courteous and tactful manner~~ information as requested.
2. Math skills to compute correctly the maximum amount of fees due to the County that is and is not received through routine collection channels.
3. Basic knowledge of accounting principles.
4. ~~Skills to clearly define to the public the County's codes and ordinances.~~ Research and review current federal, state, county, and city ordinances and recommends revisions to tax revenue laws, rules and regulations.
5. Skills to properly understand state and municipal codes and ordinances and the to convey in daily, routine correspondence from the public.
6. Driving skills to safely operate vehicle while driving.
7. Considerable knowledge of county codes and ordinances.
8. Considerable familiarity with County businesses.
9. Knowledge of Baldwin County geography and streets.
10. Ability to deal with irate citizens.
11. Knowledge of County rules, regulations, policies and procedures.
12. Ability to recognize potential sales tax audits and report findings accordingly.

Essential Physical Abilities

1. Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively.
2. Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials electronic or hard copy form.
3. Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a county vehicle, personal computer, telephone, copier, and other related office equipment.

4. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to maneuver and function in and around ~~an~~ office and field environments.

Other Characteristics

1. Experience in working with the public.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conference workshops, and training sessions as related.

Minimum Qualifications

1. Possess a valid driver's license.
2. Possess a high school diploma or equivalent.
3. Associate Degree in business management or related field; and/or prior training and experience in lieu of college education.
4. Certified Revenue Officer through CROAA and/or Licensing Administration Certification through AATA, and
5. Five (5) years experience in government accounting and collections or any equivalent of work and training experience that provides the knowledge, skills, and abilities necessary to perform the job duties.

POSITION DESCRIPTION

Title: Revenue Clerk I

Department: Sales, Use & License Tax Department

Job Analysis: Sept 2011, Aug 2013, Sept 2017, April 2021, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Sales, Use & License Tax Coordinator

Subordinate Staff: None

Internal Contacts: County employees and elected officials

External Contacts: General Public, City and State Employees, License Departments, Vendors – Local Government and Gov Connect.

Salary Grade: Classified/Non-Exempt (~~306~~ 307)

Job Summary

This position is for the front office and reception area. This position operates data entry equipment to capture alpha and/or numeric data from source and/or imaged documents. Work includes greeting taxpayers, and performing repetitive tasks, and requires customer service skills, accuracy, dexterity, coordination, and concentration in the operation of personal computers. Initially, employees work under close supervision, but as employees progress, they are expected to perform duties in an independent manner. Assignments are received in oral or written form and are reviewed by a supervisor for quality and quantity of work.

Job Domains

1. Assist customers in obtaining proper tax forms and processes new applications.
2. Perform clerical functions as required, including answering phones, preparing correspondence, and retrieving and purging obsolete files.
3. Respond to citizen's questions and comments in a courteous and timely manner.
4. Answer general questions regarding sales and use tax following State of Alabama rules and regulations dealing with sales and use tax collection.
5. Enter and post's transaction data and/or tax data to maintain and update accounts.
6. Perform mail operations such as opening, sending, sorting, and filing.

7. Prepare daily, weekly, monthly, and annual reports as requested by the department coordinator.
8. Verify check with return and processes payment.
9. Balance batches daily and end of month reports.
10. Prepare notices, festival forms, invoices, delinquent notices, and letters according to procedures.
11. Perform entry and maintenance of electronic records and data transactions.
12. Perform follow-up telephone calls on new applications and delinquent accounts including non-sufficient funds checks.
13. Greet the public in a professional, courteous manner when they arrive in the department.
14. Research and make contact on mail that has been returned to the department and notes the accounts.
15. Assist with business license collections, fieldwork and calls as needed.
16. Perform other duties as assigned by the Sales & Use Tax/Business License Inspection Coordinator.

Knowledge, Skills, and Abilities

1. Ability to use mathematical principles to make accurate and rapid calculations.
2. Ability to accurately prepare, process, sort and file a variety of forms, reports, records, and documents.
3. Ability to establish and maintain effective working relationships with other employees and the public.
4. Ability to read, comprehend, and follow oral and written instructions.
5. Knowledge and ability to follow and apply departmental rules, regulations, procedures, and functions.
6. Ability to keep information confidential due to content of documents being handled.
7. Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions.
8. Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology.
9. Ability to handle multiple tasks simultaneously to include being able to be interrupted and return to work immediately and prioritizing work as needed to answer the telephone, provide information to callers and coworkers, handle complaints from the public and ensure that all tasks are completed within time limits.
10. Ability to handle large sums of money (checks and cash) and make computations quickly and accurately as needed to verify daily cash and check receipts, make deposits, balance reports, and to analyze and look for discrepancies in master listings.
11. Skills in math to include the addition, subtraction, multiplication and division of whole numbers and decimals as needed to count money, balance cash receipts, calculate percentage of taxes due, make change rapidly and accurately and calculate fees, taxes, penalties and interest.
12. Knowledge of modern office practices, procedures, and equipment.
13. Ability to research and understand transactions on accounts and how to correct if needed.
14. Knowledge of Word, Excel, Access, Power Point and Organizer.
15. Knowledge of billing and collection software.

Other Characteristics

1. Willing to work overtime, nonstandard hours, weekends, and holidays as required, to complete work assignments.
1. Willing to travel out of County as needed.
2. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.
3. Confidentiality is a must due to the nature of information handled.

Minimum Qualifications

1. High school diploma or equivalent.
2. Two (2) years accounting experience.
3. Accounts Receivable and Accounts Payable experience desired.
4. Experience with computerized accounting systems desired.
5. Experience in service orientated field with heavy customer service preferred.
6. Possess valid driver's license.
7. Ability to attain Certified County Revenue officer through County Revenue Officers Association of Alabama (CROAA).

POSITION DESCRIPTION

Title: Sales, Use & License Tax Coordinator

Department: Sales, Use & License Tax Department

Job Analysis: September 2011, September 2017, May 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Budget Director

Subordinate Staff: Chief Deputy License Inspector, Deputy License Inspector I, II & III, Senior Audit Compliance Officer, Audit Compliance Officer, Audit Compliance Officer Trainee, Revenue Clerk I & II, Senior Revenue Clerk

External Contacts: General Public, Taxpayers, Other Government Agencies, Legal Representatives

Salary Grade: Classified/Exempt (~~S317~~ S318)

Job Summary

This is responsible supervisory work involving responsibility for managing the compliance, collection, and enforcement of one or more of the state's revenue laws, business license and registration fees. Employees in this class are responsible for directing and supervising a staff of revenue examiners, license inspectors, and clerical staff engaged in the processing, audit selection, examination, and collection of taxes and fees. Work involves responsibility for reviewing and assigning tax and fee examination/collection cases, conducting informal hearings with taxpayers or their representative in contested cases, reviewing finished examination reports for accuracy and compliance with the law.

Job Domains

1. Performs county revenue administrative functions, including, but not limited to, investigations, audits, inspections, and consultations with businesses and taxpayers.
2. Investigates any complaints and/or reports rendered by various sources on problem accounts or businesses; testifies in court as required.
3. Performs audits on records for compliance and timely reporting of taxes.
4. Inspects businesses to ensure proper tax and business license compliance.
5. Provides consultations with taxpayers to address any problems or concerns and provides an explanation of local laws, county policies and procedures.

6. Administers administrative hearings to ensure compliance and payment of taxes; initiates advisory procedures for noncompliance.
7. Provides interpretation for enforcement of state and federal rules, regulations, and tax laws.
8. Analyzes data and compiles detailed and accurate reports of information on taxation and revenue as required.
9. Directs the collection, receipt, deposit, and distribution of revenue, and the enforcement of applicable tax laws, and license registration fees.
10. Plans, develops, and implements department's budget.
11. Plans, develops, and directs appropriate plans, policies, procedures, rules, and regulations in accordance with federal, state, county, and municipal tax laws.
12. Directs the accounting, collection, audit, and enforcement of revenue tax codes and applicable license and registration fees ensures the proper recording of applicable taxes in addition to all federal, state, and city taxes due the county.
13. Researches and reviews current federal, state, county, and city ordinances and recommends revisions to tax revenue laws.
14. Provides direction in the prosecution of persons in violation of the tax laws and the defense of tax suits brought by persons against the county.
15. Plans, develops, and implements department goals, objectives, and strategies.
16. Provides leadership and direction for subordinate employees; selects, assigns, and conducts performance reviews.
17. Provides advice and recommendations to the Budget Director, County Commissioners, School Board, and various boards of the county concerning matters pertinent to revenues.
18. Keeps the Budget Director and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems.
19. Attends meetings, conferences, workshops, and training sessions and reviews publications and audiovisual materials to become and remain current on principles, practices, and new developments in assigned work areas.
20. Responds to citizens' questions and comments in a courteous and timely manner.
21. Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of county operations and activities.
22. Performs other directly related duties consistent with the role and function of this position.
23. Participates in conferences with departmental superiors in the discussion of policy and procedures; gives advice relating to technical tax issues.
24. Exchanges tax information with local governmental agencies, other state revenue agencies, and the federal government.
25. Trains supervisory and professional personnel in departmental procedures in the central office as well as the field.
26. Makes presentations to tax professionals, various government representatives and other interested groups.
27. Develops forms and procedures to expedite workflow; initiates data processing requests for system changes; adapts departmental procedures to change resulting from new tax legislation and/or court rulings.
28. Conducts informal hearings for tax cases that are protested.
29. Responsible for the evaluations of all employees under his/her supervision.
30. All other duties as assigned.

Knowledge, Skills, and Abilities

1. Comprehensive knowledge of principles and practices of government operations.
2. Comprehensive knowledge of all applicable tax laws, regulations, and procedures.
3. Comprehensive knowledge of generally accepted accounting procedures.
4. Substantial knowledge of modern office practices and procedures.
5. Substantial knowledge of general management principles.
6. Ability to comprehend, interpret, and apply tax laws, rules, and collection procedures.
7. Ability to review and understand complex audit reports and make determinations regarding procedures and problems.
8. Ability to develop, evaluate, and install revisions to established revenue collection policies and procedures.
9. Ability to set goals and develop an action plan to achieve them within short-term, intermediate-term, and long-term operational periods.
10. Ability to organize and prioritize work, establish and maintain appropriate organizational structure and to delegate authority to accomplish goals and objectives.
11. Ability to direct, motivate, and lead subordinates.
12. Ability to evaluate new circumstances and apply prior experience and knowledge with good judgment.
13. Ability to establish and maintain effective working relationships with elected officials, county and city departments, employees, business owners, and the general public.
14. Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language.
15. Ability to understand and follow oral and/or written policies, procedures, and instructions.
16. Ability to prepare and present accurate and reliable reports containing findings and recommendations in a logical manner.
17. Ability to operate a personal computer using standard or customized software applications appropriate to assigned tasks.
18. Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions.
19. Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines.
20. Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology.
21. Integrity, ingenuity, and inventiveness in the performance of assigned tasks.

Essential Physical Abilities

1. Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively.
2. Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials electronic or hard copy form.
3. Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a county vehicle, personal computer, telephone, copier, and other related office equipment.

4. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to maneuver and function in and around an office environment.

Other Characteristics

1. Willing to work overtime, nonstandard hours, weekends, and holidays as required to complete work assignments.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

Minimum Qualifications

1. Bachelor's degree in Business Management, Finance or Accounting
2. Certification from CROAA or Certified Revenue Examiner; and
3. Extensive experience in government accounting and collection; or
4. Any equivalent combination of experience and training that provides the knowledge, skills, and abilities necessary to perform the work.
5. Possess valid driver's license and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Senior Audit Compliance Officer
Department:	Sales, Use & License Tax Department
Job Analysis:	September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Sales, Use & License Tax Coordinator
Subordinate Staff:	Audit Compliance Officer, Audit Compliance Officer Trainee
Internal contacts:	County employees and elected officials
External contacts:	General Public, Taxpayers, Other Government Agencies, Legal Representatives
Status:	Classified/Exempt (S317)

Job Summary

Hires, manages, supervises, and evaluates Audit Compliance Officers and Audit Compliance Officer Trainees. The principal function of this position involves performing complex auditing and enforcement work relating to the state and county tax laws, rules, regulations, and knowledge of court cases. This is advanced and highly technical professional audit work in the examination of taxpayers' returns and records for compliance with state, county, and federal tax laws. Employees in this position perform highly technical auditing work in the field or office in the enforcement of Alabama's tax laws. This position assists subordinate staff with auditing business records and collection of all taxes and fees collected by Baldwin County Sales, Use & License Tax Department, while also performing audits of their own. Public contacts are an important feature of this work and employees must be able to deal independently with the public in situations which may be controversial. Work is performed independently within policy and applicable laws and is reviewed by department manager for compliance with applicable tax laws and departmental procedures.

Job Domains

1. Works in close coordination with the Sales, Use, & License Tax Coordinator.
2. Assists the Sales Tax Coordinator with the evaluations of all employees under their supervision.
3. Examine sales records/invoices, rental contracts or agreements, purchase journals/invoices, general ledgers, contracts, invoices, electronic records, financial statements and income tax returns of retail, manufacturing, or contractors and service industries concerns to verify the

accuracy of taxes submitted to the County. Assists subordinate staff with same.

4. Perform audits for cities that have entered an audit contract with Baldwin County. Foreign audits are conducted by the auditor when the business is located outside of Baldwin County and the State of Alabama utilizing the electronic method.
5. Investigate any complaints and/or reports rendered by various sources on problem accounts or businesses; attends Tax Tribunal hearings and testifies in any court as required.
6. Perform audits on records for compliance and timely reporting of taxes.
7. Provide interpretation for enforcement of state and federal rules, regulations, and tax laws.
8. Attend meetings, conferences, workshops, and training sessions and reviews publications and audiovisual materials to become and remain current on principles, practices, and new developments in assigned work areas.
9. Conduct meetings, as needed, to educate subordinate staff.
10. Meet with taxpayers one on one basis, if requested.
11. Respond to citizen's questions and comments in a courteous and timely manner.
12. Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of county operations and activities.
13. Review building permit reports, personal property reports, tax abatements, and also communicates with Baldwin County municipalities through reciprocal agreements to enforce compliance and maximize revenue.
14. Perform other directly related duties consistent with the role and function of this position.
15. Research and review current federal, state, county, and city ordinances and recommends revisions to tax revenue laws.
16. Inspect businesses to ensure proper tax and business license compliance.
17. Advise taxpayers of legal matters, accounting techniques, and record keeping requirements to facilitate tax enforcement
18. Interpret revenue laws, regulations, and court decisions to assist taxpayers and taxpayers' representatives with inquires as to requirements for compliance with tax and business license laws.
19. Perform collection process of taxes and fees as established by current guidelines of the Sales, Use & License Tax Department.
20. Utilize all resources available to ensure businesses are in compliance with any and all tax laws of the State of Alabama.
21. All other duties as assigned.

Knowledge, Skills, and Abilities

1. Ability to interact with subordinate staff to provide support, instruction, and directives.
2. Comprehensive knowledge of principles and practices of government operations.
3. Comprehensive knowledge of all applicable tax laws, regulations, and procedures.
4. Comprehensive knowledge of generally accepted accounting procedures.
5. Ability to comprehend, interpret, and apply tax laws, rules, and collection procedures.
6. Ability to evaluate new circumstances and apply prior experience and knowledge with good judgment.
7. Ability to establish and maintain effective working relationships with elected officials, county and city departments, employees, business owners, and the general public.
8. Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language.

9. Ability to understand and follow oral and/or written policies, procedures, and instructions.
10. Ability to prepare and present accurate and reliable reports containing findings and recommendations in a logical manner.
11. Ability to operate a personal computer using standard or customized software applications appropriate to assigned tasks.
12. Verbal skills to communicate effectively with management, other employees, professionals, and the public in a courteous and tactful manner, with or without accommodation.
13. Ability to read and scan a wide variety of materials electronic or hard copy form, with or without accommodation.
14. Skills in the operation of a computer terminal with sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a personal computer, telephone, copier, and other related office equipment.
15. Ability to maneuver and function in and around an office environment, with or without accommodation.

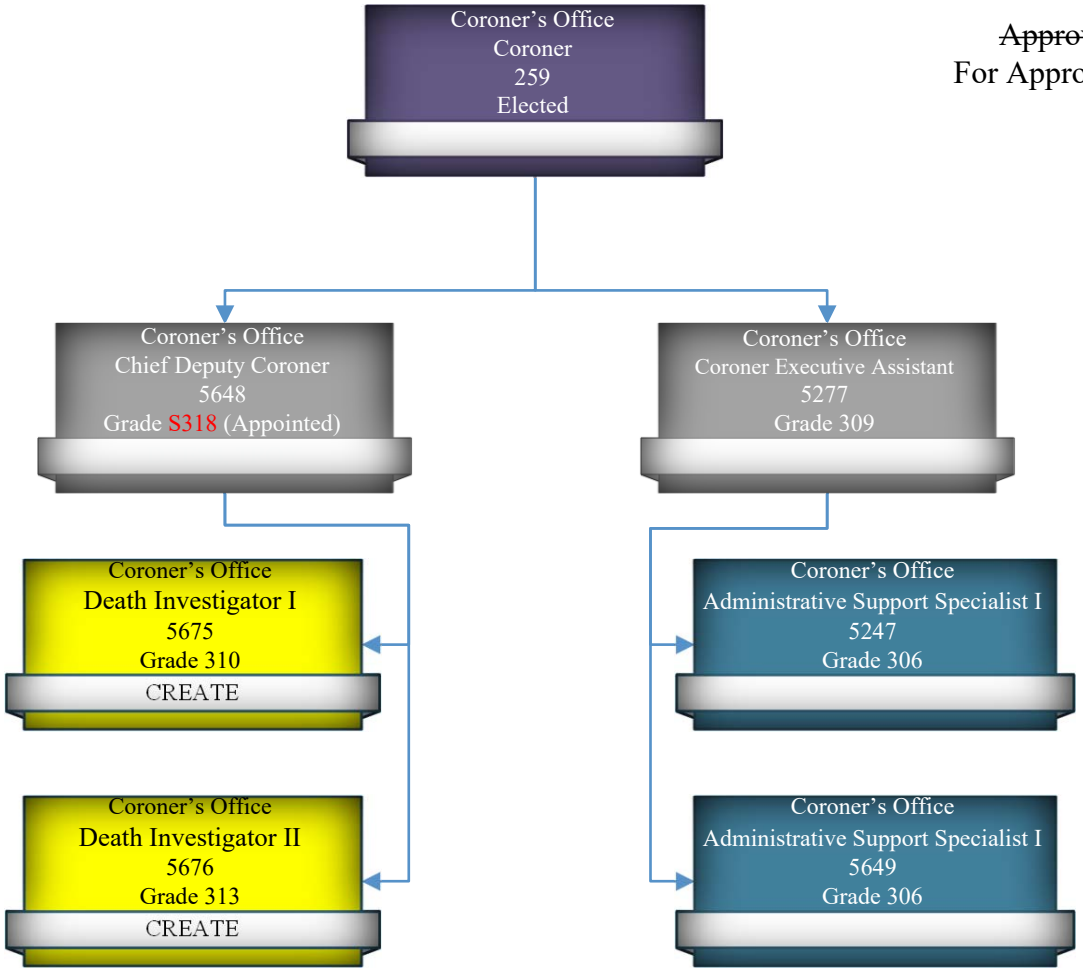
Other Characteristics

1. Willing to work nonstandard hours as necessary.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.
4. Confidentiality is a must due to the nature of information handled.

Minimum Qualifications

1. Possess valid driver's license and be insurable by the County’s insurance standards.
2. Bachelor’s degree in Accounting, Business Management or Finance.
3. Minimum two (2) years professional experience in auditing and accounting.
4. Must be certified by Alabama Local Tax Institute of Standards and Training within (2) years of employment.

~~Approved 11/02/2021~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Chief Deputy Coroner

Department: Coroner's Office

Job Analysis: November 2021, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Coroner

Subordinate Staff: Coroner's Office employees in absence of the Coroner

Internal Contacts: General Public, Public Officers, and Co-workers

Status: Appointed/Exempt (~~S312~~ S318)

Job Summary

The Chief Deputy Coroner works at the discretion of the Coroner. The Chief Deputy will assist in overseeing operations of the Coroner's Office and serve as Command Staff in the absence of the Coroner.

Job Domains

1. Direct medical record review, report writing, and training of Deputy Coroners.
2. Sign cremation permits and death certificates in the absence of the Coroner.
3. Addresses community groups, schools, and other audiences about the functions of the office, as directed.
4. Assist in budget preparation and/or management.
5. Implement, oversee, and improve agency platform, software, or case management systems.
6. Competent and well versed in the duties and responsibilities of the Deputy Coroners.
7. Any other duties as assigned by the Coroner.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Must have basic computer skills for data entry and using Microsoft Word.
2. Knowledge of death investigation protocol, procedures, and standards and the legal/policy requirements for the processing of evidence.
3. Knowledge of related accreditation and certification requirements.
4. Knowledge of cameras and photographic procedures.

5. Knowledge of the procedures involved in detecting, analyzing, and interpreting signs and symptoms of trauma and other physical conditions.
6. Skills in the planning, carrying out, and documentation of investigations.
7. Skill in identifying traumatic wounds.
8. Interpret and comply with laws and regulations governing investigation.
9. Establish and maintain cooperative work relationships with a variety of individuals and agencies.
10. Ability to be available for irregular shift work and shift rotations necessary to provide service 24 hours a day, 365 days a year, including weekends and holidays.
11. Ability to operate on a scheduled 24 hour, on call basis.
12. Ability to understand medical/forensic information and terminology.
13. Ability to understand and follow complex detailed technical instructions.
14. Ability to write reports containing technical information.
15. Ability to communicate technical information to non-technical personnel.
16. Ability to maintain quality, safety, and infection control standards.
17. Ability to investigate and analyze information and draw conclusions.
18. Ability to search records, interview individuals, develop case histories, interpret findings, and draw persuasive conclusions from that evidence.
19. Ability to maintain emotional stability to cope with human suffering, emergencies, and other stressors.
20. Ability to establish and maintain effective working relationships with family members, medical officials, representatives of law enforcement and court systems.
21. Ability to read, write, speak, understand, and communicate in English to perform the duties of this position.
22. Ability to make oral presentations before various groups, including giving testimony in hearings and court cases.
23. Run analytical reports, interpret reports, and provide valuable feedback for performance improvement.
24. Implement new or existing systems such as software, case management or other procedural processes.
25. Improve systems for efficiency.

Physical Characteristics

1. Must have acceptable eyesight to perform investigator duties.
2. Must have appropriate oral communications skills to effectively use, telephone, radio, and in public contacts.
3. Must be able to sit, stand, or travel for long periods of time.
4. Must be able to negotiate up and down stairs and on rough and/or uneven terrain.
5. Must be able to travel to and from various work sites by car.
6. Must be able to bend, stoop, stretch, twist, reach, kneel, crawl, squat, climb, and balance.
7. Must be able to lift, carry, drag, or push an average body weight of 100 to 200 lbs. or more, both alone and with help.
8. Must be able to climb ladders or stairs or climb up to and down from higher levels using unconventional methods.
9. Must be able to work in hazardous or dangerous work area situations.
10. Must have fine and gross motor skills; hand dexterity; full use of fingers, hands, and arms; and good grip strength to perform investigative duties.

11. Must be capable of working under stressful conditions.
12. Must have good cognitive skills and awareness of work accuracy.
13. Must have the ability to concentrate on more than one task at a time, and to make independent decisions.

Other Characteristics

1. Must dress appropriately and professionally and be prepared for all types of weather.
2. Must participate in written knowledge evaluation.
3. Must sign confidentiality waiver.
4. Must pass criminal/driving background check.
5. Must commit to the call schedule on a monthly basis.
6. Per Alabama statues- Must be at least 25 years old and a resident of Baldwin County for at least one year prior to appointment.

Minimum Qualifications

1. Possession of valid driver's license and be insurable by the County's insurance standards.
2. Possession of or ability to obtain within two (2) years from date of appointment, a Medicolegal Death Investigator Certification from ABMDI.
3. Any combination of forensic experience and training that would likely provide the required knowledge and ability is qualifying.
4. Professional certification or licensure in one of the following fields is preferred: ABMDI (American Board of Medicolegal Death Investigators), law enforcement, nursing, radiology, EMT/Paramedic, or any forensic concentration OR Bachelor's Degree in Medical Science, Criminal Justice, or Forensic Science

POSITION DESCRIPTION

Title: Death Investigator I

Department: Coroner's Office

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Coroner, Chief Deputy Coroner

Subordinate Staff: None

Internal Contacts: Commission Staff

External Contacts: General Public, Public Officers

Status: Classified/Non-Exempt (310)

Job Domains

1. Travels to the scene of homicides, suicides, accidental, questionable, and or unattended deaths as required, on behalf of the office of the Coroner, in accordance with established call schedule.
2. Conducts a systematic scene investigation, to assist with determining the cause and manner of death. Understands the difference between jurisdictional and referral referred death investigations and the responsibilities that each requires.
3. Takes custody of the remains in accordance with the prescribed protocol and procedure. Performs initial on scene examination of the remains, takes photographs, and collects information relevant or related to the cause and manner of death. Conducts external examination of bodies and collects body fluids for the purposes of toxicology testing as may be required in individual cases.
4. Conducts joint investigations with law enforcement agencies and in conjunction with County, State and Federal Agencies, to determine the cause and manner of death. Collects data and prepares reports on death investigations in accordance with pre-established policies and procedures ensuring accuracy and completeness of information.
5. Conducts follow up investigations that may be assigned. Practices appropriate safety, environmental and or infectious control methods. Establishes the identity of the deceased decedent and notifies the legal next of kin in accordance with established policies and procedures. Oversees and assists with the removal of remains to the attending funeral home and/or morgue facility for the purposes of a forensic examination.

6. Occasionally attends and provides evidence/testimony at pre-trial and/or court hearings, as may be required in individual cases.
7. In the absence of the Coroner and Chief Deputy Coroner, determines any attending physician and his or her willingness to sign the Death Certificate.
8. Addresses community groups, schools, and other audiences about the functions of the office, as directed.
9. Any other duties as assigned by the Chief Deputy or the Coroner.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Must have basic computer skills for data entry and using Microsoft Word.
2. Knowledge of death investigation protocol, procedures and standards and the legal/policy requirements for the processing of evidence.
3. Knowledge of related accreditation and certification requirements.
4. Knowledge of cameras and photographic procedures.
5. Knowledge of the procedures involved in detecting, analyzing and interpreting signs and symptoms of trauma and other physical conditions.
6. Skills in the planning, carrying out and documentation of investigations.
7. Skill in identifying traumatic wounds.
8. Interpret and comply with laws and regulations governing investigation.
9. Establish and maintain cooperative work relationships with a variety of individuals and agencies.
10. Ability to be available for irregular shift work and shift rotations necessary to provide service 24 hours a day, 365 days a year, including weekends and holidays.
11. Ability to operate on a scheduled 24 hour, on call basis.
12. Ability to understand medical/forensic information and terminology.
13. Ability to understand and follow complex detailed technical instructions.
14. Ability to write reports containing technical information.
15. Ability to communicate technical information to non-technical personnel.
16. Ability to maintain quality, safety, and infection control standards.
17. Ability to investigate and analyze information and draw conclusions.
18. Ability to search records, interview individuals, develop case histories, interpret findings, and draw persuasive conclusions from that evidence.
19. Ability to maintain emotional stability to cope with human suffering, emergencies, and other stressors.
20. Ability to establish and maintain effective working relationships with family members, medical officials, representatives of law enforcement and court systems.
21. Ability to read, write, speak, understand, and communicate in English to perform the duties of this position.
22. Ability to make oral presentations before various groups, including giving testimony in hearings and court cases.

Physical Characteristics

1. Must have acceptable eyesight to perform investigator duties.

2. Must have appropriate oral communications skills to effectively use, telephone, radio, and in public contacts.
3. Must be able to sit, stand, or travel for long periods of time.
4. Must be able to negotiate up and down stairs and on rough and/or uneven terrain.
5. Must be able to travel to and from various work sites by car.
6. Must be able to bend, stoop, stretch, twist, reach, kneel, crawl, squat, climb, and balance.
7. Must be able to lift, carry, drag, or push an average body weight of 100 to 200 lbs. or more, both alone and with help.
8. Must be able to climb ladders or stairs or climb up to and down from higher levels using unconventional methods.
9. Must be able to work in hazardous or dangerous work area situations.
10. Must have fine and gross motor skills; hand dexterity; full use of fingers, hands, and arms; and good grip strength to perform investigative duties.
11. Must be capable of working under stressful conditions.
12. Must have good cognitive skills and awareness of work accuracy.
13. Must have the ability to concentrate on more than one task at a time, and to make independent decisions.

Other Characteristics

1. Must dress appropriately and professionally and be prepared for all types of weather.
2. Must participate in written knowledge evaluation.
3. Must sign confidentiality waiver.
4. Must pass criminal/driving background check.
5. Must commit to the call schedule on a monthly basis.
6. Per Alabama statues- Must be at least 25 years old and a resident of Baldwin County for at least one year prior to appointment.

Minimum Qualifications

1. Possession of valid driver’s license and be insurable by the County’s insurance standards.
2. Possession of or ability to obtain within two (2) years from date of appointment, a Medicolegal Death Investigator Certification from ABMDI.
3. At least three (3) months experience as a Deputy Coroner Trainee
4. Any combination of forensic experience and training that would likely provide the required knowledge and ability is qualifying.
5. Professional certification or licensure in one of the following fields is preferred: ABMDI (American Board of Medicolegal Death Investigators), law enforcement, nursing, radiology, EMT/Paramedic, or any forensic concentration OR Bachelor's Degree in Medical Science, Criminal Justice, or Forensic Science

POSITION DESCRIPTION

Title: Death Investigator II

Department: Coroner's Office

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Coroner, Chief Deputy Coroner

Subordinate Staff: None

Internal Contacts: Commission Staff

External Contacts: General Public, Public Officers

Status: Classified/Non-Exempt (313)

Job Domains

1. Travels to the scene of homicides, suicides, accidental, questionable, and or unattended deaths as required, on behalf of the office of the Coroner, in accordance with established call schedule.
2. Conducts a systematic scene investigation, to assist with determining the cause and manner of death. Understands the difference between jurisdictional and referral referred death investigations and the responsibilities that each requires.
3. Takes custody of the remains in accordance with the prescribed protocol and procedure. Performs initial on scene examination of the remains, takes photographs, and collects information relevant or related to the cause and manner of death. Conducts external examination of bodies and collects body fluids for the purposes of toxicology testing as may be required in individual cases.
4. Conducts joint investigations with law enforcement agencies and in conjunction with County, State and Federal Agencies, to determine the cause and manner of death. Collects data and prepares reports on death investigations in accordance with pre-established policies and procedures ensuring accuracy and completeness of information.
5. Conducts follow up investigations that may be assigned. Practices appropriate safety, environmental and or infectious control methods. Establishes the identity of the deceased decedent and notifies the legal next of kin in accordance with established policies and procedures. Oversees and assists with the removal of remains to the attending funeral home and/or morgue facility for the purposes of a forensic examination.

6. Occasionally attends and provides evidence/testimony at pre-trial and/or court hearings, as may be required in individual cases.
7. In the absence of the Coroner and Chief Deputy Coroner, determines any attending physician and his or her willingness to sign the Death Certificate.
8. Addresses community groups, schools, and other audiences about the functions of the office, as directed.
9. Any other duties as assigned by the Chief Deputy or the Coroner.
10. Coordinate / Oversee daily response activity ensuring accuracy and quality of work while providing support to investigative staff.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Must have basic computer skills for data entry and using Microsoft Word.
2. Knowledge of death investigation protocol, procedures and standards and the legal/policy requirements for the processing of evidence.
3. Knowledge of related accreditation and certification requirements.
4. Knowledge of cameras and photographic procedures.
5. Knowledge of the procedures involved in detecting, analyzing and interpreting signs and symptoms of trauma and other physical conditions.
6. Skills in the planning, carrying out and documentation of investigations.
7. Skill in identifying traumatic wounds.
8. Interpret and comply with laws and regulations governing investigation.
9. Establish and maintain cooperative work relationships with a variety of individuals and agencies.
10. Ability to be available for irregular shift work and shift rotations necessary to provide service 24 hours a day, 365 days a year, including weekends and holidays.
11. Ability to operate on a scheduled 24 hour, on call basis.
12. Ability to understand medical/forensic information and terminology.
13. Ability to understand and follow complex detailed technical instructions.
14. Ability to write reports containing technical information.
15. Ability to communicate technical information to non-technical personnel.
16. Ability to maintain quality, safety, and infection control standards.
17. Ability to investigate and analyze information and draw conclusions.
18. Ability to search records, interview individuals, develop case histories, interpret findings, and draw persuasive conclusions from that evidence.
19. Ability to maintain emotional stability to cope with human suffering, emergencies, and other stressors.
20. Ability to establish and maintain effective working relationships with family members, medical officials, representatives of law enforcement and court systems.
21. Ability to read, write, speak, understand, and communicate in English to perform the duties of this position.
22. Ability to make oral presentations before various groups, including giving testimony in hearings and court cases.

Physical Characteristics

1. Must have acceptable eyesight to perform investigator duties.
2. Must have appropriate oral communications skills to effectively use, telephone, radio, and in public contacts.
3. Must be able to sit, stand, or travel for long periods of time.
4. Must be able to negotiate up and down stairs and on rough and/or uneven terrain.
5. Must be able to travel to and from various work sites by car.
6. Must be able to bend, stoop, stretch, twist, reach, kneel, crawl, squat, climb, and balance.
7. Must be able to lift, carry, drag, or push an average body weight of 100 to 200 lbs. or more, both alone and with help.
8. Must be able to climb ladders or stairs or climb up to and down from higher levels using unconventional methods.
9. Must be able to work in hazardous or dangerous work area situations.
10. Must have fine and gross motor skills; hand dexterity; full use of fingers, hands, and arms; and good grip strength to perform investigative duties.
11. Must be capable of working under stressful conditions.
12. Must have good cognitive skills and awareness of work accuracy.
13. Must have the ability to concentrate on more than one task at a time, and to make independent decisions.

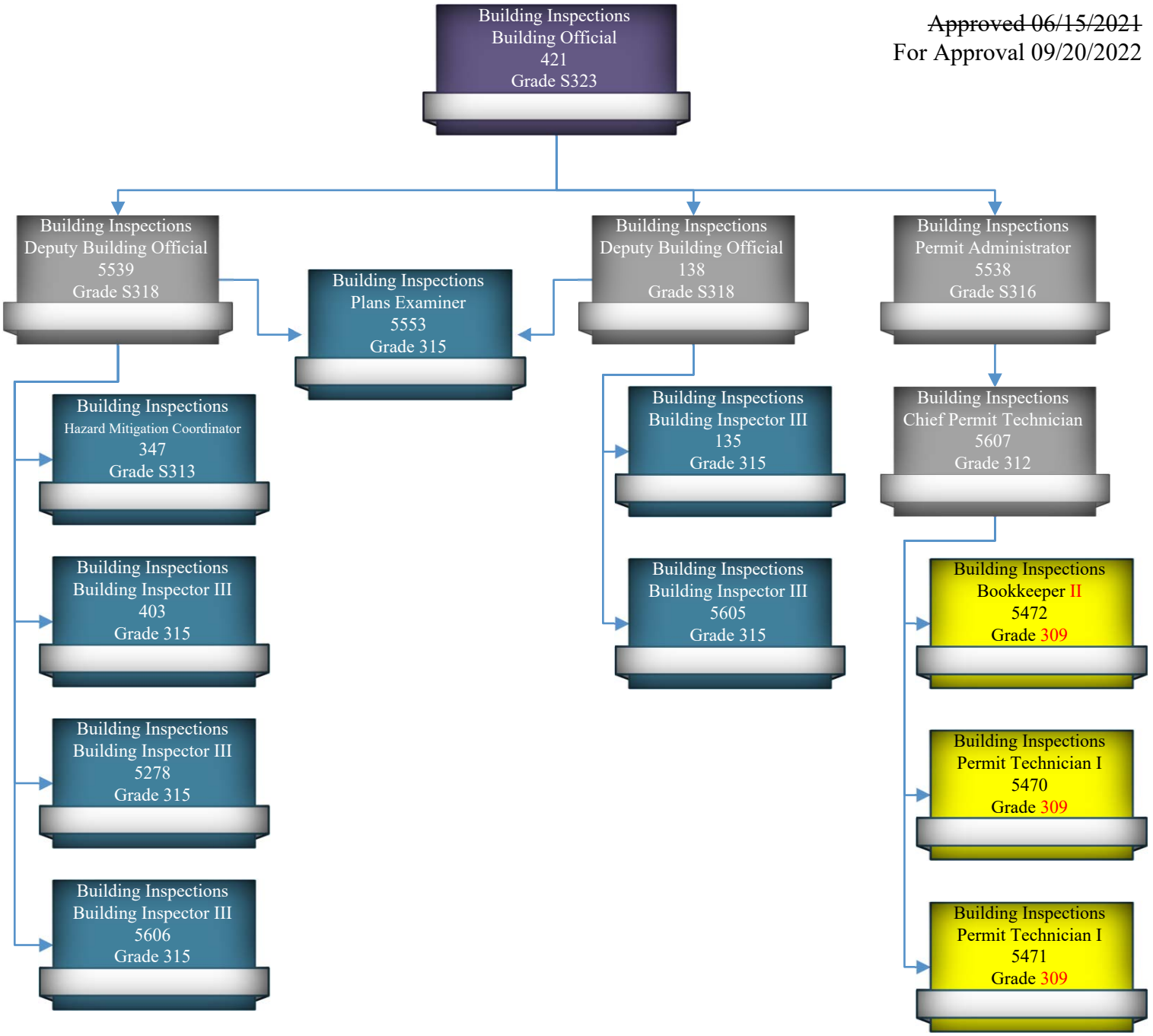
Other Characteristics

1. Must dress appropriately and professionally and be prepared for all types of weather.
2. Must participate in written knowledge evaluation.
3. Must sign confidentiality waiver.
4. Must pass criminal/driving background check.
5. Must commit to the call schedule on a monthly basis.
6. Per Alabama statues- Must be at least 25 years old and a resident of Baldwin County for at least one year prior to appointment.

Minimum Qualifications

1. Possession of valid driver’s license and be insurable by the County’s insurance standards.
2. Possession of or ability to obtain within two (2) years from date of appointment, a Medicolegal Death Investigator Certification from ABMDI.
3. At least two (2) years as a Deputy Investigator I or combination of previous death investigator experience totaling four (4) years.
4. Any combination of forensic experience and training that would likely provide the required knowledge and ability is qualifying.
5. Professional certification or licensure in one of the following fields is preferred: ABMDI (American Board of Medicolegal Death Investigators), law enforcement, nursing, radiology, EMT/Paramedic, or any forensic concentration OR Bachelor's Degree in Medical Science, Criminal Justice, or Forensic Science.

~~Approved 06/15/2021~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Bookkeeper II

Department: Building Inspection

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official, Permit Administrator, Chief Permit Technician

Subordinate Staff: None

Internal Contacts: Members of Building Inspection Department, County Employees

External Contacts: Contractors, Architects, Engineers, Surveyors, General Public

Status: Classified/Non-Exempt (309)

Job Summary

Greet public, answer questions concerning building code requirements and flood zone requirements, refer code questions to appropriate staff members, review permit applications and all required documents, verify contractor licenses, issue permits (building, electrical, mechanical, plumbing, etc.), maintain all filing systems, perform file searches when needed.

Job Domain

A. Permitting

1. Review permit applications and all required documents
2. Verify that contractors are state licensed; if not, give appropriate information.
3. Verify construction plans are signed and stamped by an Alabama architect or engineer and designed to the proper building code
4. Issue all building, electrical, mechanical & plumbing permits to licensed contractors.
5. Make copy of building permits issued for public review.
6. Maintain a running list of all permits issued for each month.
7. Maintain filing system, purge files, and perform file searches when needed.
8. Schedule daily inspections.
9. Issue Certificates of Occupancy.
10. Assist inspectors and other staff members with Stop Work Orders and Unsafe Nuisance Abatement cases.

B. Accounting

1. Maintain reports on a daily basis.
2. Make sure reports, permits, and money collected all match.
3. Make bank deposits on a weekly basis.
4. Compile month end permit reports, all permit totals should match.

C. Bookkeeping

1. Responsible for all bookkeeping for the department.
2. Performs audits on all permit payments and deposits.
3. Responsible for compiling monthly and annual reports for the Building Official and Commissioners.
4. Responsible for maintaining historical records and backups of all reports.

D. Flood Records

1. When an Elevation Certificates is received, make sure all pertinent information is correct and assign to the responsible staff member.
2. Maintain and organize FEMA flood maps (FIRM's).
3. Ensure flood files are maintained as required by FEMA.

E. Miscellaneous

1. Must maintain all continuing education requirements.
2. Use of a two-way radio system.
3. Able to type and use computer.
4. Greet and assist public with general permitting questions.
5. Answer telephone and emails, return calls and emails in a timely manner.
6. Receive, open, and sort incoming mail.
7. Assist Building Official, Deputy Building Official, Building Inspectors, Plans Examiner, Hazard Mitigation Coordinator, Permit Administrator, and Chief Permit Technician when needed.

Minimum Qualifications

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County.
3. Must be willing to be assigned to a different office location other than the regular workstation as needed.
4. High School Diploma or GED required. College degree preferred.
5. Minimum two (2) years' experience in clerical, administrative, or secretarial field. (Associates degree in business may substitute for one (1) year of experience.)
6. Must have or achieve proficiency in Microsoft Office programs.
7. 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: Permit Technician I

Department: Building Inspection

Job Analysis: Nov 2011, Oct 2019, June 2020, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official, Permit Administrator, Chief Permit Technician

Subordinate Staff: None

Internal Contacts: Members of Building Inspection Department, County Employees

External Contacts: Contractors, Architects, Engineers, Surveyors, General Public

Status: Classified/Non-Exempt (~~306~~ 309)

Job Summary

Greet public, answer questions concerning building code requirements and flood zone requirements, refer code questions to appropriate staff members, review permit applications and all required documents, verify contractor licenses, issue permits (building, electrical, mechanical, plumbing, etc.), maintain all filing systems, perform file searches when needed.

Job Domain

A. Permitting

1. Review permit applications and all required documents
2. Verify that contractors are state licensed; if not, give appropriate information.
3. Verify construction plans are signed and stamped by an Alabama architect or engineer and designed to the proper building code
4. Issue all building, electrical, mechanical & plumbing permits to licensed contractors.
5. Make copy of building permits issued for public review.
6. Maintain a running list of all permits issued for each month.
7. Maintain filing system, purge files, and perform file searches when needed.
8. Schedule daily inspections.
9. Issue Certificates of Occupancy.
10. Assist inspectors and other staff members with Stop Work Orders and Unsafe Nuisance Abatement cases.

B. Accounting

1. Maintain reports on a daily basis.
2. Make sure reports, permits, and money collected all match.
3. Make bank deposits on a weekly basis.
4. Compile month end permit reports, all permit totals should match.

C. Flood Records

1. When an Elevation Certificates is received, make sure all pertinent information is correct and assign to the responsible staff member.
2. Maintain and organize FEMA flood maps (FIRM's).
3. Ensure flood files are maintained as required by FEMA.

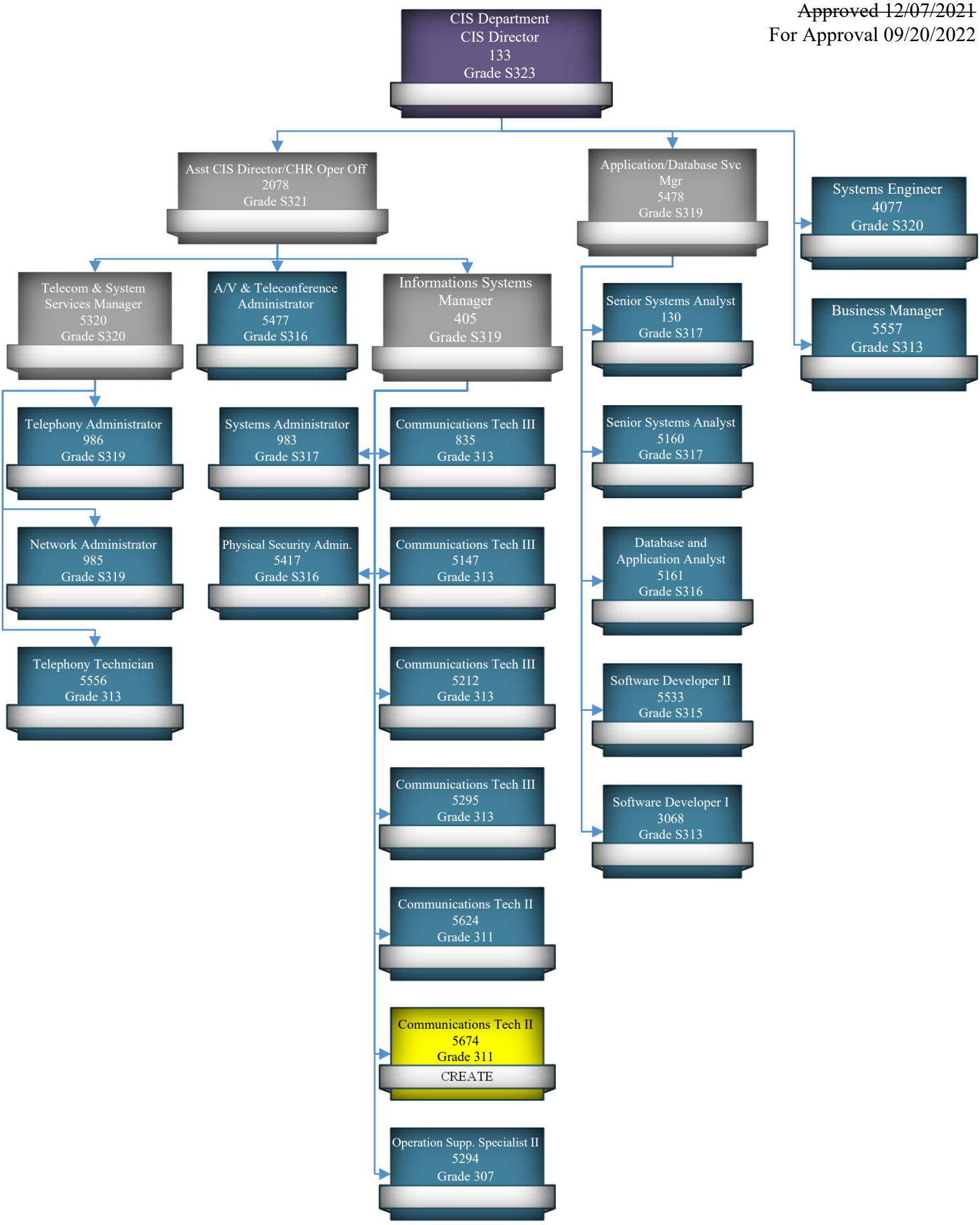
D. Miscellaneous

1. Must maintain all continuing education requirements.
2. Use of a two-way radio system.
3. Able to type and use computer.
4. Greet and assist public with general permitting questions.
5. Answer telephone and emails, return calls and emails in a timely manner.
6. Receive, open, and sort incoming mail.
7. Assist Building Official, Deputy Building Official, Building Inspectors, Plans Examiner, Hazard Mitigation Coordinator, Permit Administrator, and Chief Permit Technician when needed.

Minimum Qualifications

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County.
3. Must be willing to be assigned to a different office location other than the regular workstation as needed.
4. High School Diploma or GED required. College degree preferred.
5. Minimum two (2) years' experience in clerical, administrative, or secretarial field. (Associates degree in business may substitute for one (1) year of experience.)
6. Must have or achieve proficiency in Microsoft Office programs.
   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

~~Approved 12/07/2021~~
For Approval 09/20/2022



~~Approved 3/15/2022~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Mechanic II

Department: Parks Department

Job Analysis: July 2021, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Parks Supervisor, Horticulturist, County Administrator

Subordinate Staff: Shop help assigned by Supervisor

Internal Contacts: Operation Support Specialist II, County Purchasing Officer

External Contacts: Equipment Suppliers, Parts Suppliers, General Public

Status: Classified/Non-Exempt (~~311~~ 312)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel-powered small engines, automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, and replacement of coil, condenser, and breaker points.
2. Removes and disassembles major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors and pumps.
5. Rewires ignition system, lights and instrument panel.
6. Realigns and adjusts brakes, repairs or replaces shock absorbers.
7. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
8. Performs additional repairs as needed.

9. Performs routine maintenance and repairs on bucket trucks as needed.

B. Heavy and Light Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds, and maintains heavy/light construction equipment such as tractors, bat wings, lawn mowers, weed eaters, pressure washers, small engines, etc.
2. Replaces defective engines and subassemblies.
3. Replaces or repairs major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as needed.
6. Tests repaired equipment to ensure operating efficiency.
7. Makes recommendations to supervisor concerning specification requirements for bidding and purchasing of new equipment.
8. Ensures Vehicle / Equipment fleet is kept in safe operational working order.
9. Ensures all Vehicles/Equipment in fleet receive routine maintenance on schedule.
10. Ensures accurate records are maintained for repairs/maintenance performed on all Vehicles/Equipment.

Knowledge, Skills, and Abilities

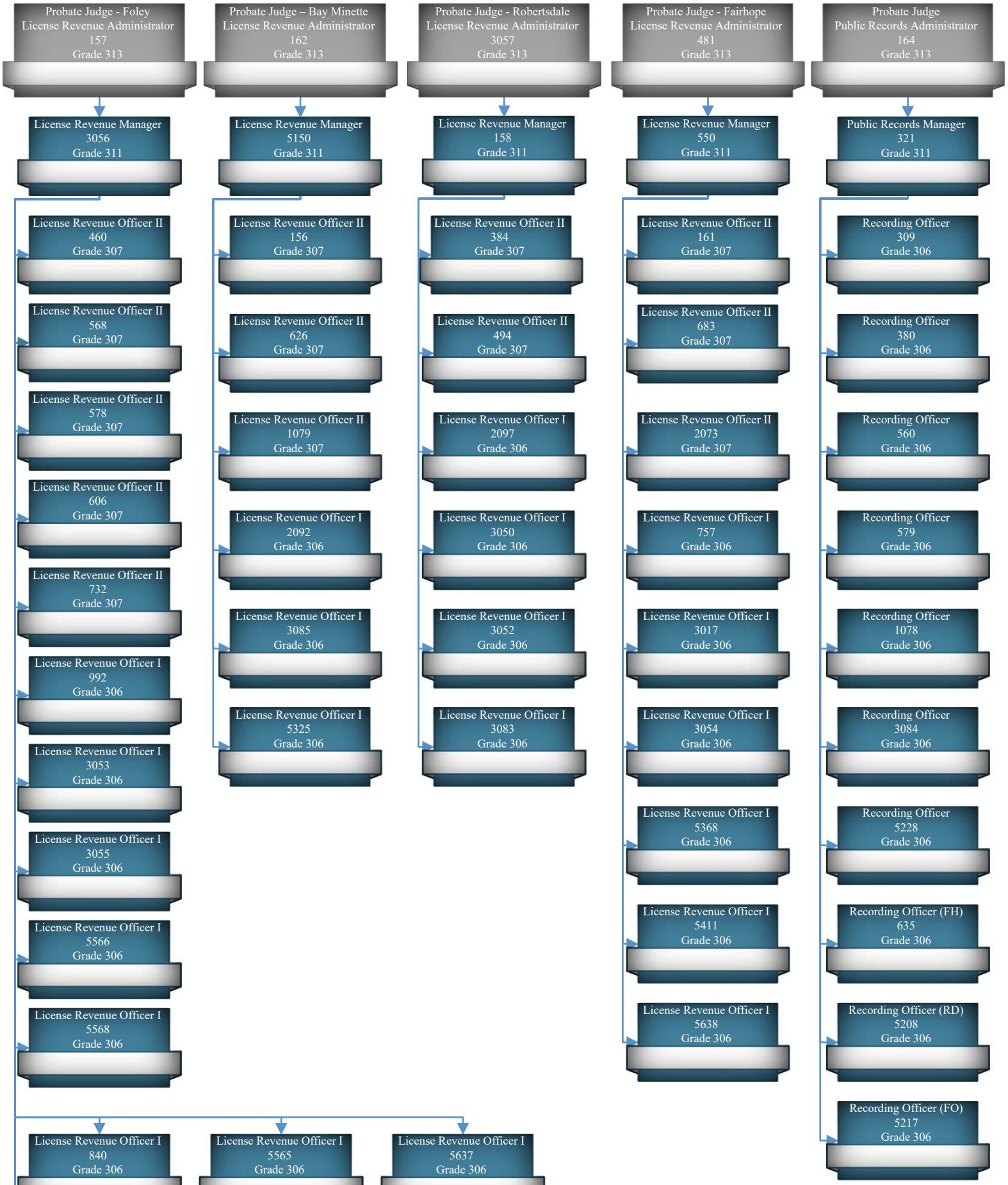
1. Verbal skills to communicate information to supervisors, co-workers, and vendors.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy/light construction equipment.
10. Knowledge of safety rules, including accident causes and prevention.
11. Knowledge of first aid procedures.
12. Ability to work independently without close supervision
13. Knowledge of county policies, procedures and rules.
14. Knowledge of/and has ability to work on Tier 4 engine component.
15. Required to wear uniforms as directed by Parks Supervisor.

Physical Characteristics

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 50 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

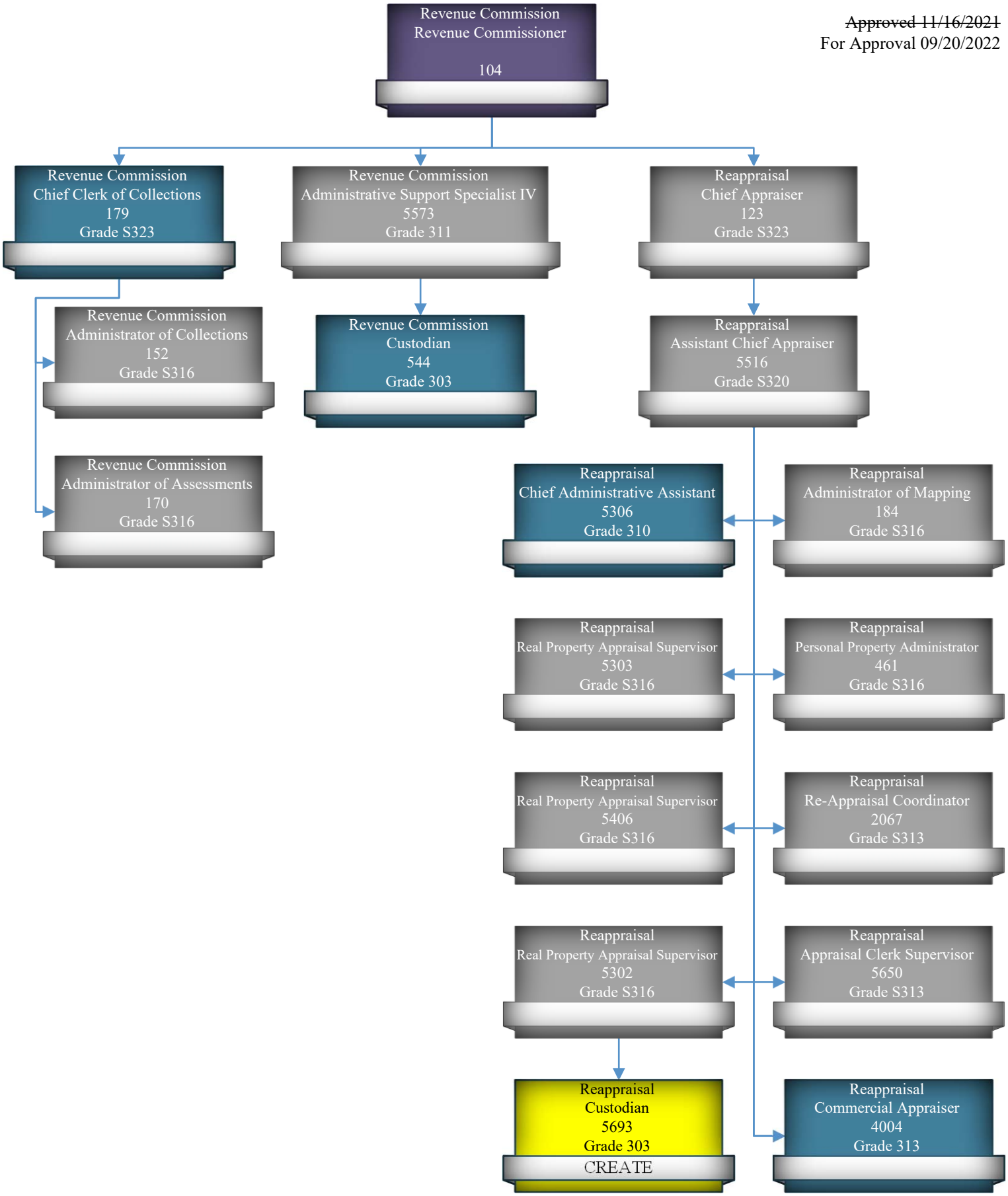
Minimum Qualifications

1. Willing to work overtime and weekends in emergencies.
2. Have a valid commercial driver's license. (CDL – Class A).
3. Willing to travel to pick up parts, materials and gather quotes out of area.
4. Experience in automotive and heavy equipment repairs and maintenance, small tools, and engines.

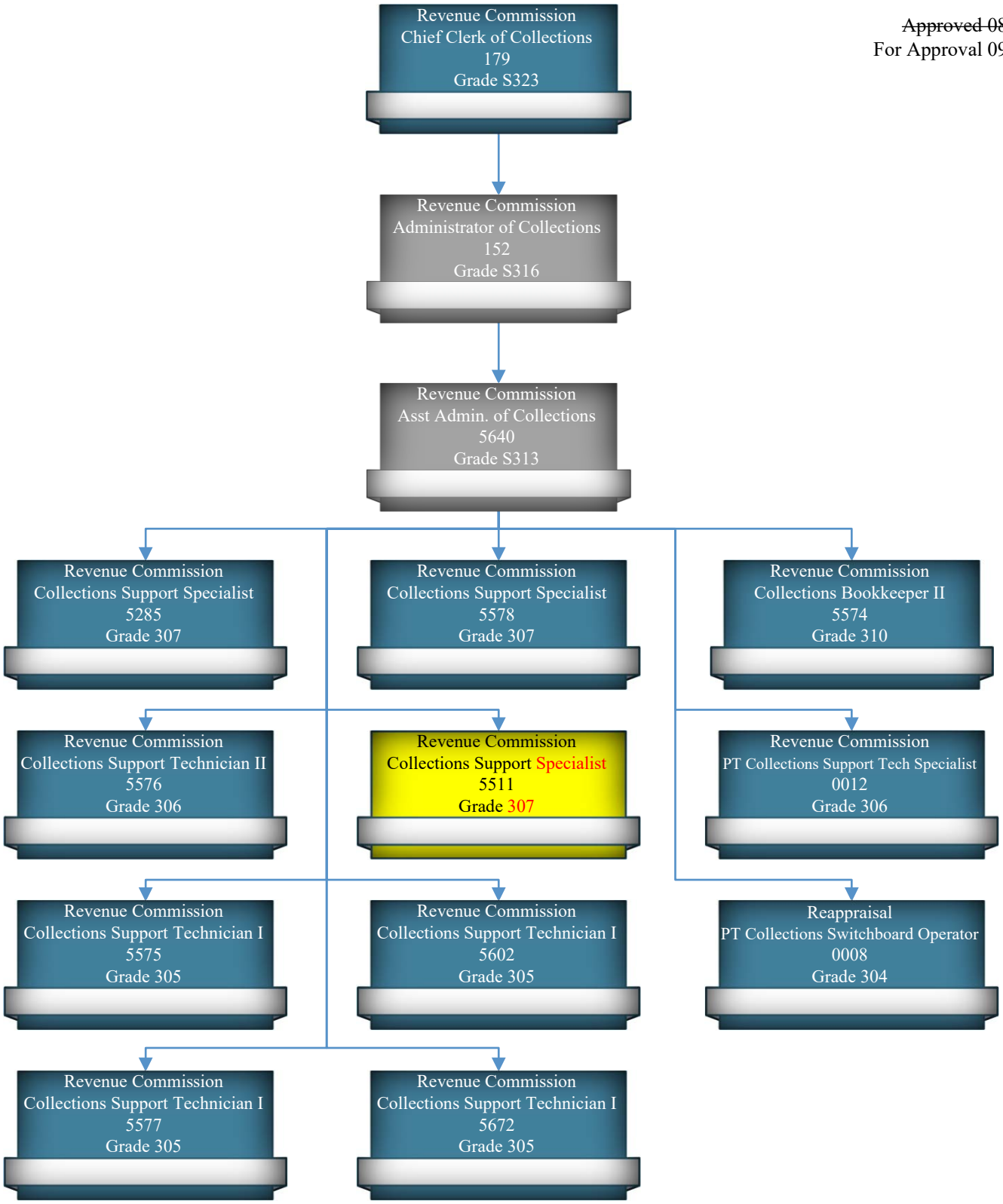


~~Approved 09/21/2021~~
For Approval 09/20/2022

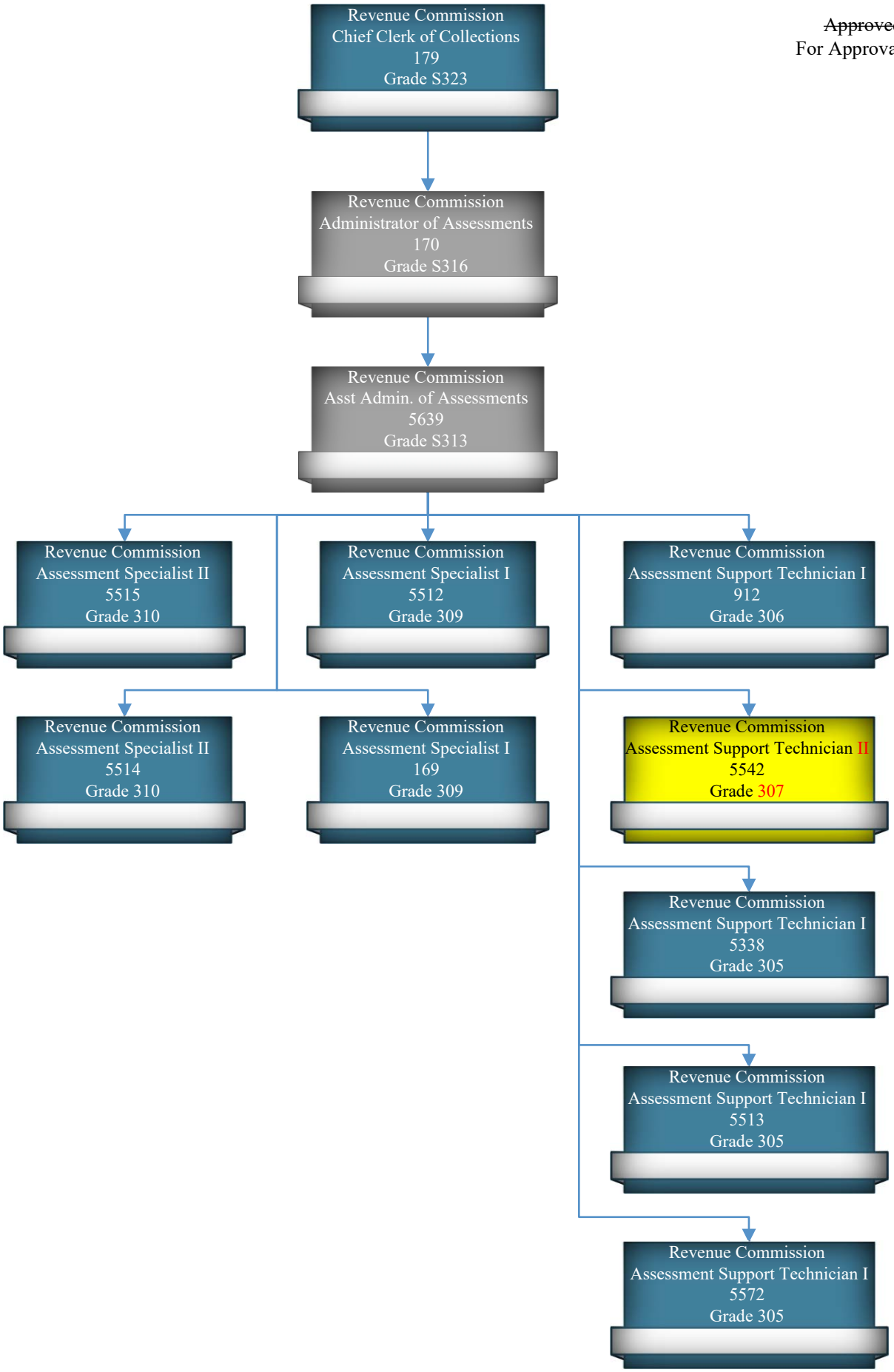
~~Approved 11/16/2021~~
For Approval 09/20/2022



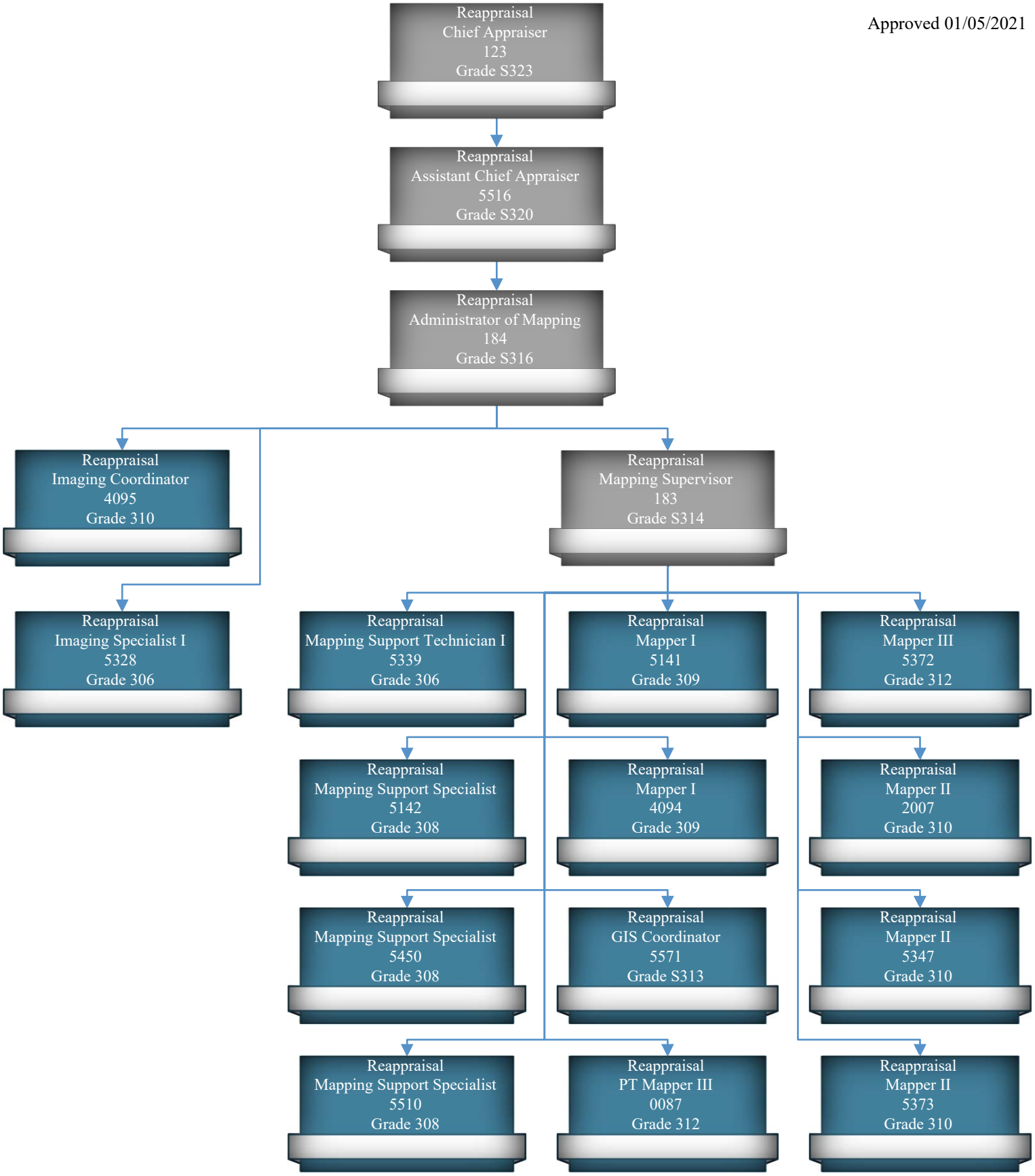
~~Approved 08/16/2022~~
For Approval 09/20/2022



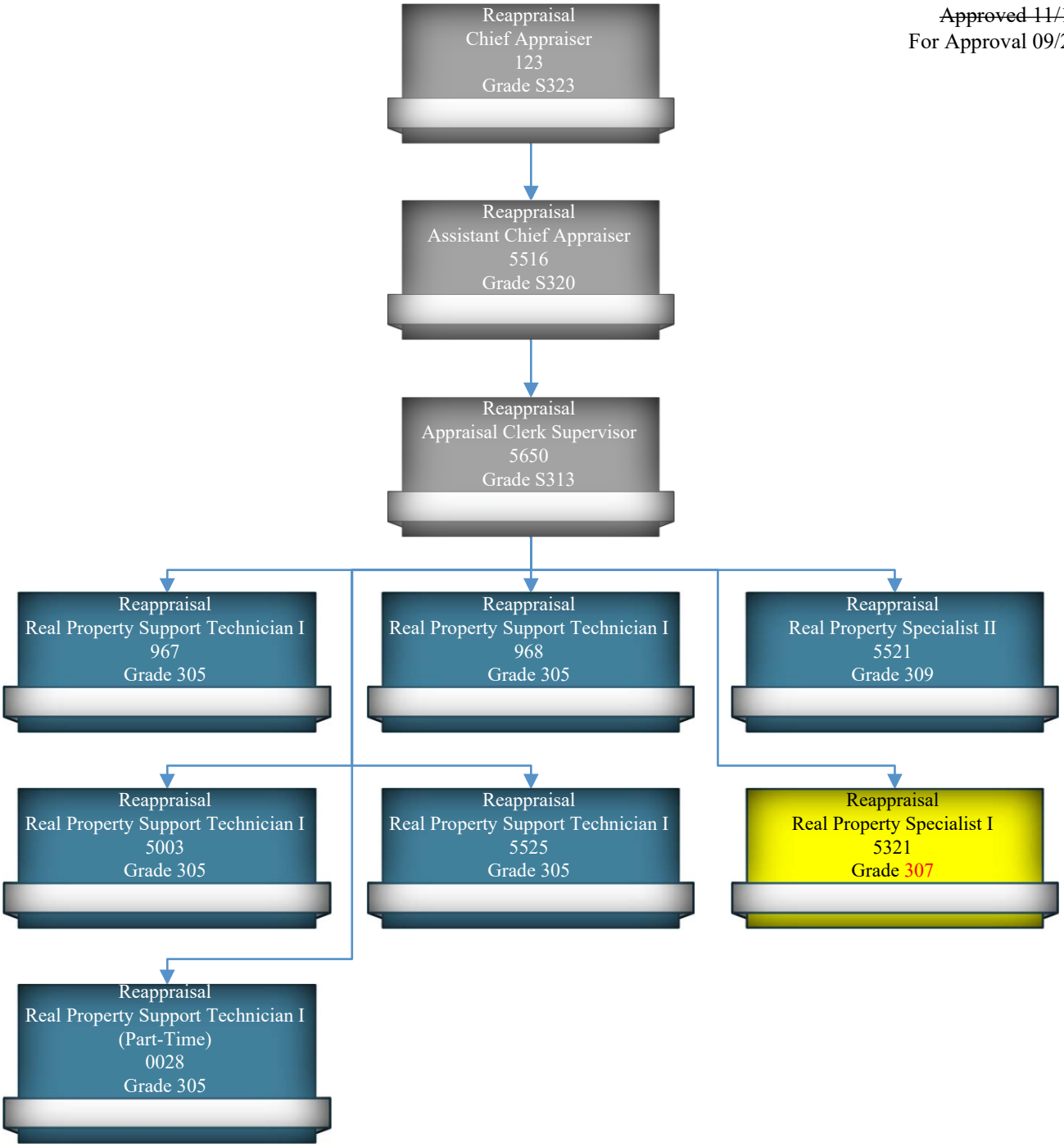
~~Approved 11/16/2021~~
For Approval 09/20/2022



Approved 01/05/2021



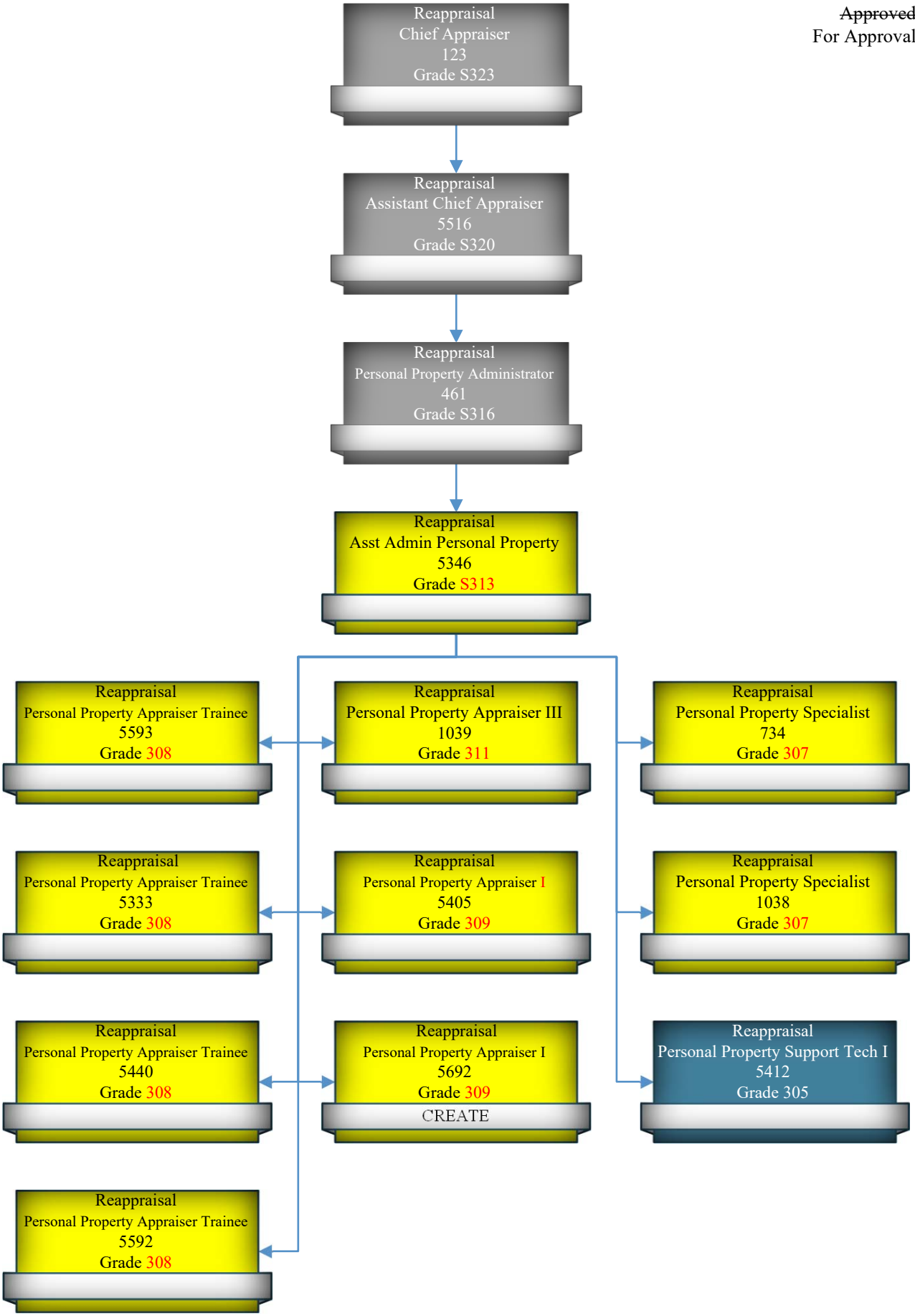
~~Approved 11/16/2021~~
For Approval 09/20/2022



~~Approved 03/15/2022~~
For Approval 09/20/2022



~~Approved 03/15/2022~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Assistant Administrator of Personal Property

Department: Revenue Commission

Job Analysis: December 2016, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Administrator of Personal Property, Administrator of Real Property Appraisal (Chief Appraiser) and Revenue Commissioner

Subordinate Staff: All other employees of the Personal Property Department

Internal Contacts: All Members of Revenue Commissioner's Office

External Contacts: Taxpayers, Taxpayer Representatives, Accountants, Other County Departments, Alabama Department of Revenue, Baldwin County Board of Equalization and Revenue Departments from other Counties within the State of Alabama.

Status: Classified/~~Non~~ Exempt (~~312~~ S313)

Job Summary

Under the administrative direction of the Administrator of Personal Property, the Assistant Administrator of Personal Property assists in supervising the work of Personal Property Appraisers and supporting staff assigned to the Personal Property Department. The Assistant Administrator of Personal Property will assist the Administrator of Personal Property in all aspects of the Personal Property Department, and will represent the Administrator in all respects when the Administrator is out of the office or otherwise unavailable.

Job Domain

A. Office Management

1. Supervises, assigns, and reviews work of Personal Property Appraisers and Support Staff.
2. Trains appraisers in appropriate practices and procedures.
3. Explains department policies and procedures to new staff members.
4. Assists appraisers and support staff with problems in performance of their duties.
5. Ensures office equipment is maintained. Resolves problems with taxpayers as needed.

B. Research and Analysis

1. Conducts Personal Property studies.
2. Submits reports of studies to the Alabama Department of Revenue for approval.
3. Defends assessments before the Board of Equalization and Courts.
4. Conducts informal hearing with taxpayers.
5. Conducts review audits, telephone audits, physical inspection audits, detailed on-site audits, and detailed desk audits.
6. Coordinates the notice and appeals process under guidance of Administrator of Personal Property and Chief Appraiser.

C. Personal Property Tax Appraisal

1. Directs implementation plan requiring all property subject to Ad Valorem taxation to be appraised at its current fair and reasonable market value.
2. Updates assessments appropriately upon receiving tax returns
3. Calculates and assesses Public Utilities and all abated Personal Property accounts.
4. Communicates information to taxpayers and explains ramifications of assessments.
5. Types and mails letters concerning Personal Property assessments

D. Miscellaneous

1. Assist public examiners by answering questions and/or furnishing data upon request.
2. Aggressively pursues documents and computes escape taxes on businesses and individuals who fail to file personal property returns.

Knowledge, Skills and Abilities

1. Knowledge of current laws, methods, procedures and practices of personal property appraisal and audits as outlined in the Alabama Personal Property Appraisal Manual and the Alabama Personal Property Audit Manual.
2. Basic knowledge of current laws, methods, procedures and practices of real property appraisal as outlined in the Alabama Real Property Appraisal Manual.
3. Knowledge of departmental regulations, policies and procedures.
4. Knowledge of various assessment procedures, tax laws, files, forms, and computations.
5. Knowledge of modern office management and supervision.
6. Knowledge of real estate appraisal, personal property appraisal, and ownership mapping.
7. Knowledge of building construction costs.
8. Knowledge of Probate Judge's office concerning deeds, mortgages, and covenants.
9. Skilled in English, math and spelling.
10. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports and forms.
11. Ability to communicate orally with individuals such as co-workers, taxpayers, taxpayer agents, government officials and attorneys to obtain and provide information.

12. Ability to read and comprehend maps, records, deeds, financial reports, and other correspondence.
13. Ability to file documents, records and tax liens.
14. Ability to establish and maintain effective working relationships with taxpayers and co-workers.
15. Ability to direct the work of subordinate support and appraisal personnel performing a variety of clerical and appraisal functions.
16. Ability to receive and resolve complaints and questions from the public.
17. Ability to operate standard office equipment including calculator, fax machine, and copier.
18. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.
19. Ability to operate a motor vehicle.

Other Characteristics

1. Must be 21 years of age.
2. The Assistant Administrator of Personal Property will be required to work in office conditions as well as outdoors.

Minimum Requirements

1. Must possess a high school diploma and recommend at least two (2) years of college level courses in business administration, accounting, taxation, law, or related fields.
2. Must possess a valid driver's license and be insurable through the Baldwin County Commission.
3. Prior training and experience in financial or tax related fields will be considered in lieu of college education.
4. Must have two (2) years practical experience involving taxes and assessments of commercial and industrial properties.
5. Successful completion of Alabama IX/Personal Property Appraisal Manual, Personal Property. Consideration will be given for the successful completion of certain additional courses offered by the AAAO, IAAO, or other recognized appraisal organizations.

POSITION DESCRIPTION

Title:	Personal Property Appraiser I
Department:	Revenue Commission
Job Analysis:	Sept 2018, Dec 2020, Sept 2021, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Appraisal Supervisor, Administrator of Personal Property, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner
Subordinate Staff:	None
Internal Contacts:	All Members of Revenue Commissioner's Office
External Contacts:	Taxpayers, Taxpayer Representatives, Accountants, Attorneys, Board of Equalization members, other County Departments, State Department of Revenue, and Revenue Departments from other Counties within Alabama
Status:	Classified/Non-Exempt (~~308~~ 309)

Job Summary

Under the direction of the Appraisal Supervisor or Administrator of Personal Property, the Appraiser I performs business personal property discovery, appraisals, physical inspections, and audits to ensure the accurate and lawful valuation and collection of tax revenue in the county. Positions in this class are distinguished from the Appraiser Trainee by ability to audits of small to medium size businesses and the exercise of more independent judgement regarding appraisal situations. Performs other duties as assigned by supervisor.

Essential Job Functions

A. Discovery:
   1. Identifies all businesses within the taxing jurisdiction using all available sources, including but not limited to: real property appraisal reports and Property Record Cards; state, county and municipal business licenses and sales tax accounts; telephone directories; news media; and physical canvass.

B. Administration:

1. Compiles and maintains an accurate listing of all businesses within the taxing jurisdiction.
2. Ensures that each business is mailed a Business Personal Property Return and demand notices are mailed to all taxpayers not filing by December 31 of each year.

C. Appraisal:
1. Calculates the market value of personal property using the three approaches to value: cost, sales comparison, and income as well as the Grid Method as outlined in the Alabama Personal Property Appraisal Manual.

D. Auditing:
1. Performs review audits on returns filed each year and telephone audits as needed.
2. Performs physical inspection audits, detailed desk audits, and detailed on-site audits of small to medium size businesses.

E. Physical Inspections:
1. Performs on-site physical inspections of the assets located at each business.
2. Compares listing of assets as reported by the taxpayer on their Personal Property Return with assets as observed during inspections.
3. Gathers necessary information to accurately list all observed assets.
4. Makes appropriate adjustments so that all assets are correctly assessed

F. Office Management
1. Cross-training among other staff to include teaching and learning the duties and functions of other positions within the Revenue office.
2. Assists in training new or less experienced staff on various aspects of the appraisal process.
3. Locate parcel numbers or PPINs for personal property returns.
4. Answer telephone.
5. Filing as needed.
6. Maintain accurate daily report of amount of work and time spent.

G. Board of Equalization
1. Hold informal hearings as part of Board of Equalization process.
2. Explain appraisal methods and values.
3. Give reports to the Board of Equalization as necessary.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to calculate data such as personal property market values, assessed values and taxes.
2. Knowledge of accounting and auditing principles and procedures.
3. Knowledge of accounting data processing systems.
4. Knowledge of standard business and financial records.

5. Knowledge of current laws, methods, procedures and practices of business personal property appraisal as outlined in the Alabama Personal Property Appraisal Manual.
6. Ability to detect accounting and reporting irregularities.
7. Ability to read and comprehend legal documents, state and federal laws and regulations, court decisions and business records.
8. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports and forms.
9. Ability to communicate orally with individuals such as co-workers, taxpayers, taxpayer agents, government officials and attorneys in order to obtain and provide information.
10. Ability to prepare audit reports for small to medium size businesses.
11. Ability to assist other appraisal personnel performing personal property clerical and discovery activities.
12. Ability to establish and maintain effective working relationships with taxpayers and coworkers.
13. Ability to operate standard office equipment including calculator, fax machine, and copier.
14. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.

Physical Characteristics

1. See well enough to read fine print, maps and aerial photos.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to testify in court and explain appraisal process to the Board of Equalization.
4. Body movement or mobility to be able to move about on all types of construction sites and different terrain.
5. Stamina to withstand adverse weather conditions such as heat and cold when reviewing parcels in the county.
6. Physical ability or mobility to successfully perform in an office environment including everyday tasks such as typing; sitting; standing; bending; lifting; moving or carrying file boxes or boxes of paper.

Other Characteristics

1. Must be 21 years of age.
2. Must possess a valid Alabama driver's license and be insurable through the County Commission.
3. Be willing to travel throughout the county.
4. Be willing to work overtime and on weekends as required.
5. Be willing to travel in and out of the state of Alabama for appraisal schools.

Minimum Requirements

1. Two (2) years of college level courses (Associate Degree preferred) in business administration, accounting, taxation, law, property valuation or related fields. Prior appraisal training and/or closely related experience may be considered in lieu of college education.

2. Must have a minimum of two (2) years tax appraisal experience.
3. Must have successfully completed the following Alabama Department of Revenue Property Tax Education and Certification Program courses: Alabama Personal Property Appraisal Manual and IAAO 101 Fundamentals of Real Property Appraisal.
4. Consideration will be given for successful completion of certain courses offered by IAAO, SRA, or other recognized appraisal organizations.

POSITION DESCRIPTION

Title:	Personal Property Appraiser II
Department:	Revenue Commission
Job Analysis:	December 2020, September 2021, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Appraisal Supervisor, Administrator of Personal Property, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner
Subordinate Staff:	None
Internal Contacts:	All Members of Revenue Commissioner's Office
External Contacts:	Taxpayers, Taxpayer Representatives, Accountants, Attorneys, Board of Equalization members, other County Departments, State Department of Revenue, and Revenue Departments from other Counties within Alabama
Status:	Classified/Non-Exempt (~~309~~ 310)

Job Summary

Under the direction of the Appraisal Supervisor or Administrator of Personal Property, the Appraiser II performs business personal property discovery, appraisals, physical inspections, and audits to ensure the accurate and lawful valuation and collection of tax revenue in the county. Positions in this class are distinguished from the Appraiser I by ability to perform more complex appraisals, audits of larger businesses and the exercise of more independent judgement regarding appraisal situations. Performs other duties as assigned by supervisor.

Essential Job Functions

A. Discovery:
   1. Identifies all businesses within the taxing jurisdiction using all available sources, including but not limited to: real property appraisal reports and Property Record Cards; state, county and municipal business licenses and sales tax accounts; telephone directories; news media; and physical canvass.

B. Administration:
   1. Compiles and maintains an accurate listing of all businesses within the taxing jurisdiction.
   2. Ensures that each business is mailed a Business Personal Property Return and demand notices are mailed to all taxpayers not filing by December 31 of each year.

C. Appraisal:
   1. Calculates the market value of personal property using the three approaches to value: cost, sales comparison, and income as well as the Grid Method as outlined in the Alabama Personal Property Appraisal Manual.

D. Auditing:
   1. Performs review audits on returns filed each year and telephone audits as needed.
   2. Performs physical inspection audits, detailed desk audits, and detailed on-site audits of businesses within the taxing jurisdiction.

E. Physical Inspections:
   1. Performs on-site physical inspections of the assets located at each business.
   2. Compares listing of assets as reported by the taxpayer on their Personal Property Return with assets as observed during inspections.
   3. Gathers necessary information to accurately list all observed assets.
   4. Makes appropriate adjustments so that all assets are correctly assessed

F. Office Management
   1. Cross-training among other staff to include teaching and learning the duties and functions of other positions within the Revenue office.
   2. Assists in training new and less experienced staff on various aspects of the appraisal process.
   3. Locate parcel numbers or PPINs for personal property returns.
   4. Answer telephone.
   5. Filing as needed.
   6. Maintain accurate daily report of amount of work and time spent.

G. Board of Equalization
   1. Attend board meetings as needed.
   2. Hold informal hearings as part of Board of Equalization process.
   3. Submit evidence to support values set, such as comparable sales data.
   4. Explain appraisal methods and values.
   5. Answer questions concerning appraisal.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to calculate data such as personal property market values, assessed values and taxes.
2. Knowledge of accounting and auditing principles and procedures.

3. Knowledge of accounting data processing systems.
4. Knowledge of standard business and financial records.
5. Knowledge of current laws, methods, procedures and practices of business personal property appraisal as outlined in the Alabama Personal Property Appraisal Manual.
6. Ability to detect accounting and reporting irregularities.
7. Ability to read and comprehend legal documents, state and federal laws and regulations, court decisions and business records.
8. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports and forms.
9. Ability to communicate orally with individuals such as co-workers, taxpayers, taxpayer agents, government officials and attorneys in order to obtain and provide information.
10. Ability to prepare complex audit reports.
11. Ability to assist other appraisal personnel performing personal property clerical, discovery, appraisal, and auditing activities.
12. Ability to establish and maintain effective working relationships with taxpayers and coworkers.
13. Ability to receive and resolve complaints and questions from the public.
14. Ability to operate standard office equipment including calculator, fax machine, and copier.
15. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.

Physical Characteristics

1. See well enough to read fine print, maps and aerial photos.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to testify in court and explain appraisal process to the Board of Equalization.
4. Body movement or mobility to be able to move about on all types of construction sites and different terrain.
5. Stamina to withstand adverse weather conditions such as heat and cold when reviewing parcels in the county.
6. Physical ability or mobility to successfully perform in an office environment including everyday tasks such as typing; sitting; standing; bending; lifting; moving or carrying file boxes or boxes of paper.

Other Characteristics

1. Must be 21 years of age.
2. Must possess a valid Alabama driver’s license and be insurable through the County Commission.
3. Be willing to travel throughout the county.
4. Be willing to work overtime and on weekends as required.
5. Be willing to travel in and out of the state of Alabama for appraisal schools.

Minimum Requirements

1. Two (2) years of college level courses (Associate Degree preferred) in business administration, accounting, taxation, law, property valuation or related fields. Prior appraisal training and/or closely related experience may be considered in lieu of college education.
2. Five (5) years of practical appraisal and auditing experience in personal property, or an equivalent combination of education and experience.
3. Alabama Department of Revenue's ACA Certification, or prior appraisal and auditing experience involving extensive personal property valuation may be considered.
4. Must have successfully completed the following Alabama Department of Revenue Property Tax Education and Certification Program courses: Alabama Personal Property Appraisal Manual, Alabama Personal Property Audits, IAAO 101 Fundamentals of Real Property Appraisal, and IAAO 500 Assessment of Personal Property.
5. Consideration will be given for successful completion of certain courses offered by IAAO, SRA, or other recognized appraisal organizations.

POSITION DESCRIPTION

Title:	Personal Property Appraiser III
Department:	Revenue Commission
Job Analysis:	July 2010, August 2011, December 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included

Relationships

Reports to:	Appraisal Supervisor, Administrator of Personal Property, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner
Subordinate Staff:	None
Internal Contacts:	All Members of Revenue Commissioner's Office
External Contacts:	Taxpayers, Taxpayer Representatives, Accountants, Attorneys, Board of Equalization members, other County Departments, State Department of Revenue, and Revenue Departments from other Counties within Alabama
Status:	Classified/Non-Exempt (~~310~~ 311)

Job Summary

Under the direction of the Appraisal Supervisor or Administrator of Personal Property, the Appraiser III performs business personal property discovery, appraisals, physical inspections, and audits to ensure the accurate and lawful valuation and collection of tax revenue in the county. Positions in this class are distinguished from the Appraiser II by ability to perform all levels of appraisals and audits, are delegated a greater range of responsibilities and the exercise of more independent judgement regarding appraisal situations. Performs other duties as assigned by supervisor.

Essential Job Functions

A. Discovery:
   1. Directs the discovery of all businesses within the taxing jurisdiction using all available sources, including but not limited to real property appraisal reports and Property Record Cards; state, county and municipal business licenses and sales tax accounts; telephone directories; news media; and physical canvass.

B. Administration
   1. Ensures that an accurate listing of all businesses within the taxing jurisdiction is compiled and maintained.
   2. Ensures that each business is mailed a Business Personal Property Return and demand notices are mailed to all taxpayers not filing by December 31 of each year.

C. Appraisal
   1. Calculates the market value of personal property using the three approaches to value: cost, sales comparison, and income approach.
   2. Calculates market value of personal property using the Grid Method as outlined in the Alabama Personal Property Appraisal Manual.
   3. Gathers and analyzes market data used in the calculation of market value by the sales comparison and income approach to value.

D. Auditing
   1. Oversees the performance and completion of review audits on returns filed each year and telephone audits as needed.
   2. Performs physical inspection audits, detailed desk audits, and detailed on-site audits of businesses within the taxing jurisdiction.

E. Physical Inspections
   1. Performs on-site physical inspections of the assets located at each business.
   2. Compares listing of assets as reported by the taxpayer on their Personal Property Return with assets as observed during inspections.
   3. Gathers necessary information to accurately list all observed assets.
   4. Makes appropriate adjustments so that all assets are correctly assessed.

F. Office Management
   1. Cross-training among other staff to include teaching and learning the duties and functions of other positions within the Revenue office.
   2. Leads in training new and less experienced staff on various aspects of the appraisal process.
   3. Locate parcel numbers or PPINs for personal property returns.
   4. Answer telephone.
   5. Filing as needed.
   6. Maintain accurate daily report of amount of work and time spent.

G. Board of Equalization
   1. Attend board meetings as needed.
   2. Hold informal hearings as part of Board of Equalization process.
   3. Submit evidence to support values set.
   4. Explain appraisal methods and values.
   5. Answer questions concerning appraisal.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to calculate data such as personal property market values, assessed values, taxes and escape taxes and penalties.
2. Knowledge of accounting and auditing principles and procedures.
3. Knowledge of accounting data processing systems.
4. Knowledge of standard business and financial records.
5. Knowledge of current laws, methods, procedures and practices of business personal property appraisal as outlined in the Alabama Personal Property Appraisal Manual.
6. Knowledge of the three common approaches to value: cost, sales comparison, and income approach.
7. Knowledgeable in the calculation of market value by use of the Grid Method.
8. Ability to detect accounting and reporting irregularities.
9. Ability to read and comprehend legal documents, state and federal laws and regulations, court decisions and business records.
10. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports and forms.
11. Ability to communicate orally with individuals such as co-workers, taxpayers, taxpayer agents, government officials and attorneys in order to obtain and provide information.
12. Ability to prepare complex audit reports.
13. Ability to assist other appraisal personnel performing personal property clerical, discovery, appraisal, and auditing activities.
14. Ability to establish and maintain effective working relationships with taxpayers and co-workers.
15. Ability to receive and resolve complaints and questions from the public.
16. Ability to operate standard office equipment including calculator, fax machine and copier.
17. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.

Physical Characteristics

1. See well enough to read fine print, maps and aerial photos.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to testify in court and explain appraisal process to the Board of Equalization.
4. Body movement or mobility to be able to move about on all types of construction sites and different terrain.
5. Stamina to withstand adverse weather conditions such as heat and cold when reviewing parcels in the county.
6. Physical ability or mobility to successfully perform in an office environment including everyday tasks such as typing; sitting; standing; bending; lifting; moving or carrying file boxes or boxes of paper.

Other Characteristics

1. Must be 21 years of age.

2. Must possess a valid Alabama driver's license and be insurable through the County Commission.
3. Be willing to travel throughout the county.
4. Be willing to work overtime and on weekends as required.
5. Be willing to travel in and out of the state of Alabama for appraisal schools.

Minimum Requirements

1. Associate Degree (Bachelor's Degree preferred) from an accredited college or university in business administration, accounting, taxation, law, property valuation or a related Prior appraisal training and/or closely related experience may be considered in lieu of college education.
2. Ten (10) years of practical appraisal and auditing experience in personal property, or an equivalent combination of education and experience.
3. Alabama Department of Revenue's ACA Certification, or prior appraisal and auditing experience involving extensive personal property valuation may be considered.
4. Must have successfully completed the following Alabama Department of Revenue Property Tax Education and Certification Program courses: Alabama Personal Property Appraisal Manual, Alabama Personal Property Audits, IAAO 101 Fundamentals of Real Property Appraisal, and IAAO 500 Assessment of Personal Property.
5. Consideration will be given for successful completion of certain courses offered by IAAO, SRA, or other recognized appraisal organizations.

POSITION DESCRIPTION

Title:	Personal Property Appraiser Trainee
Department:	Revenue Commission
Job Analysis:	December 2020, September 2021, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Appraisal Supervisor, Administrator of Personal Property, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner
Subordinate Staff:	None
Internal Contacts:	Appraisal Department Employees, Revenue Office Personnel
External Contacts:	Taxpayers, Taxpayer Representatives, Accountants, Attorneys, Board of Equalization members, other County Departments, State Department of Revenue, and Revenue Departments from other Counties within Alabama
Status:	Classified/Non-Exempt (~~307~~ 308)

Job Summary

Under the direction of the Appraisal Supervisor or Administrator of Personal Property, the Appraiser Trainee's job duties consist mainly of the discovery of business personal property and the maintenance of an accurate listing of all business personal property accounts within the tax jurisdiction. The Appraiser Trainee also performs review audits and telephone audits to ensure the accurate and lawful reporting of taxable business personal property. In addition, the Appraiser Trainee assists in the performance of business personal property physical inspections to ensure the accurate and lawful valuation and collection of tax revenue in the county. Performs other duties as assigned by supervisor.

Essential Job Functions

A. Discovery:
   1. Identifies businesses within the taxing jurisdiction using all available sources, including but not limited to real property appraisal reports and Property Record Cards; state, county

and city business licenses and sales tax accounts; telephone directories; news media; and physical canvass.

B. Administration:
   1. Compiles and maintains an accurate listing of all businesses within the taxing jurisdiction.
   2. Ensures that each business is mailed a Business Personal Property Return.
   3. Mails demand notices to all taxpayers not filing by December 31 of each year.

C. Appraisal:
   1. Calculates the market value of personal property using the three approaches to value: cost, sales comparison, and income as well as the Grid Method as outlined in the Alabama Personal Property Appraisal Manual.

D. Auditing:
   1. Performs review audits on returns filed each year and telephone audits as instructed.
   2. Assist in physical inspection audits, detailed desk audits, and detailed on-site audits of small to medium size businesses.

E. Physical Inspections:
   1. Assists in the performance of on-site physical inspections of the assets located at each business.
   2. Compares listing of assets as reported by the taxpayer on their Personal Property Return with assets as observed during inspections.
   3. Gathers necessary information to accurately list all observed assets.
   4. Makes appropriate adjustments so that all assets are correctly assessed.

F. Office Management
   1. Cross-training among other staff to include teaching and learning the duties and functions of other positions within the Revenue office.
   2. Assists in training new or less experienced staff on various aspects of the appraisal process.
   3. Locate parcel numbers or PPINs for personal property returns.
   4. Answer telephone.
   5. Filing as needed.
   6. Maintain accurate daily report of amount of work and time spent.

G. Board of Equalization
   1. Hold or assist in informal hearings to listen to property owner and answer questions and amend incorrect appraisal data when discovered.
   2. Explain appraisal methods and values.
   3. Give reports to the Board of Equalization as necessary.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to calculate data such as personal property market values, assessed values and taxes
2. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports, and forms.
3. Ability to communicate orally with individuals such as coworkers, taxpayers, taxpayer agents, government officials and attorneys to obtain and provide information.
4. Ability to read and comprehend maps, records, deeds, legal documents, financial reports, state and federal laws and regulations, court decisions, business records and other correspondence.
5. Ability to assist other appraisal personnel performing personal property clerical and discovery activities.
6. Ability to establish and maintain effective working relationships with taxpayers and coworkers.
7. Ability to operate standard office equipment including calculator, fax machine, and copier.
8. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.

Physical Characteristics

1. See well enough to read fine print, maps and aerial photos.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to testify in court and explain appraisal process to the Board of Equalization.
4. Body movement or mobility to be able to move about on all types of construction sites and different terrain.
5. Stamina to withstand adverse weather conditions such as heat and cold when reviewing parcels in the county.
6. Physical ability or mobility to successfully perform in an office environment including everyday tasks such as typing; sitting; standing; bending; lifting; moving or carrying file boxes or boxes of paper.

Other Characteristics

1. Must be 21 years of age.
2. Be willing to travel throughout the county.
3. Be willing to work overtime and on weekends as required.
4. Be willing to travel in and out of the state of Alabama for educational requirements and training.

Minimum Requirements

1. High school diploma or equivalent with two (2) years of college level courses in business administration, accounting, taxation, law, property valuation or related fields. Prior appraisal training and/or closely related experience may be considered in lieu of college education.

2. Must successfully complete the following Alabama Department of Revenue Property Tax Education and Certification courses within 24 months of employment date: Alabama Personal Property Appraisal Manual and IAAO 101 – Fundamentals of Real Property Appraisal.
3. Must possess a valid Alabama driver's license and be insurable through the County Commission.

POSITION DESCRIPTION

Title:	Personal Property Specialist
Department:	Revenue Commission
Job Analysis:	December 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Appraisal Supervisor, Administrator of Personal Property, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner
Subordinate Staff:	None
Internal Contacts:	Appraisal Department Employees, Revenue Office Personnel
External Contacts:	Taxpayers, Taxpayer Representatives, Accountants, Attorneys, Board of Equalization members, other County Departments, State Department of Revenue, and Revenue Departments from other Counties within Alabama
Status:	Classified/Non-Exempt (~~306~~ 307)

Job Summary

Under the direction of the Appraisal Supervisor or Administrator of Personal Property, the Personal Property Specialist perform desk audits, issue escape and supplemental tax bills, and perform other clerical duties as required. Work involves advanced clerical duties, sometimes complex due to the wide array of policies, guidelines and regulations. Work is performed by standard operating procedures but requires using independent judgment and initiative based on knowledge and adhering to the laws, rules, regulations, policies and procedures governing the department. Specialization of duties is based on responsiveness, precision, accuracy, analysis, initiative to follow through/follow up and knowledge gained through experience on the job. These employees may provide assistance or answer questions of less experienced coworkers. Performs other duties as assigned by supervisor.

Essential Job Functions

A. Discovery

1. Identifies businesses within the taxing jurisdiction using all available sources, including but not limited to real property appraisal reports and property record Cards; state, county and city business licenses and sales tax accounts; telephone directories; print and electronic media.
2. Identify personal property not reported.

B. Auditing
   1. Performs review audits on returns filed each year and telephone audits as instructed.
   2. Assists in the performance of physical inspection, detailed desk audits and detailed on-site audits as needed.

C. Appraisal:
   1. Calculates the market value of personal property using the three (3) approaches to value: cost, sales comparison and income approach, as well as the Grid Method as outlined in the Alabama Personal Property Appraisal Manual.
   2. Assess the value of business personal property that is owned by businesses in the county.

D. Administrative
   1. Completes necessary correspondence, filing, phone calls, and research to determine correct values of items listed on Business Personal Property returns.
   2. Data entry of personal property returns.
   3. Compiles and maintains an accurate listing of all businesses within the taxing jurisdiction.
   4. Ensures that each business is mailed a Business Personal Property Return.
   5. Mails demand notices to all taxpayers not filing by December 31 of each year.
   6. Maintain paper and computer files with high degree of accuracy.
   7. Locate parcel numbers or PPINs for personal property returns and link
   8. Link business personal property to real property situs.
   9. Prepare supplemental and escape tax bills as necessary.
   10. Create/delete businesses from computer and paper filing system.
   11. Perform routine clerical work on a repetitive basis.

E. Office Management
   1. Cross-training among other staff to include teaching and learning the duties and functions of other positions within the Revenue office.
   2. Assists in training new or less experienced staff on various aspects of the departments process.
   3. Answer telephone.
   4. Filing as needed.
   5. Maintain accurate daily report of amount of work and time spent.

F. Assisting public and other departments
   1. Send correspondence to property owners as needed.
   2. Answer telephones and other inquiries.

3. Work very closely with Appraisal and Assessment.
4. Work with Board of Equalization when needed, following up on things sent for clarification.
5. Work with municipalities, other county departments, and the appraisal department in the discovery of Personal Property within the county.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to calculate data such as personal property market values, assessed values and taxes
2. Ability to communicate in writing to include proper usage of English, grammar, punctuation, spelling, and business writing to prepare letters, memoranda, reports, and forms.
3. Ability to communicate orally with individuals such as coworkers, taxpayers, taxpayer agents, government officials and attorneys to obtain and provide information.
4. Ability to read and comprehend maps, records, deeds, legal documents, financial reports, state and federal laws and regulations, court decisions, business records and other correspondence.
5. Ability to establish and maintain effective working relationships with taxpayers and coworkers.
6. Ability to operate standard office equipment including calculator, fax machine, printer, and copier.
7. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.
8. Ability to detect accounting and reporting irregularities.
9. Knowledge of accounting and auditing principles and procedures.
10. Knowledge of accounting data processing systems.
11. Knowledge of standard business and financial records.
12. Knowledge of current laws, methods, procedures and practices of business personal property appraisal as outlined in the Alabama Personal Property Appraisal Manual.

Physical Characteristics

1. See well enough to read fine print, maps and aerial photos.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to testify in court and explain appraisal process to the Board of Equalization.
4. Body movement or mobility to be able to move about on all types of construction sites and different terrain.
5. Stamina to withstand adverse weather conditions such as heat and cold when reviewing parcels in the county.
6. Physical ability or mobility to successfully perform in an office environment including everyday tasks such as typing; sitting; standing; bending; lifting; moving or carrying file boxes or boxes of paper.

Other Characteristics

1. Must be 21 years of age.
2. Be willing to travel throughout the county.
3. Be willing to work overtime and on weekends as required.
4. Be willing to travel in and out of the state of Alabama for educational requirements and training.

Minimum Requirements

1. High school diploma with two (2) years of college level courses in business administration, accounting, taxation, law, property valuation or related fields.
2. Prior related training and experience will be considered in lieu of college education.
3. Must have Support Staff designation through the Alabama Property Tax Education and Certification Program and a minimum of three (3) years' experience as a Personal Property Support Technician.
4. Must possess a valid Alabama driver's license and be insurable through the County Commission.

POSITION DESCRIPTION

Title:	Real Property Specialist I
Dept:	Revenue Commission
Job Analysis:	November 2005, June 2010, August 2011, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Appraisal Clerk Supervisor, Appraisal Administrator, Assistant Appraisal Administrator, and Revenue Commissioner
Subordinate staff:	None
Internal contacts:	Members of the Revenue Commissioner's Office
External contacts:	General Public, Elected Officials
Status:	Classified/Non-Exempt (~~306~~ 307)

Job Summary

Work involves advanced clerical duties, sometimes complex due to the wide array of policies, guidelines and regulations. Work is performed by standard operating procedures but requires using independent judgment and initiative based on knowledge and adhering to the laws, rules, regulations, policies & procedures governing the department. Specialization of duties is based on responsiveness, precision, accuracy, analysis, initiative to follow through/follow up and knowledge gained through experience on the job. These employees may provide assistance or answer questions of less experienced coworkers. Employees are delegated a greater range of supervisory responsibility. They do not require close supervision.

Essential Functions of Work

The employee, based on their knowledge of our office practice, policies and requirements:

1. Provides a range of clerical responsibilities and actions without repeated instruction and/or review.
2. These employees train and instruct subordinates in operating procedures and practices.
3. They assist and relieve their supervisor of a wide range of administrative details such as updating coworkers on policy and procedure changes, responding to complaints and inquiries

from the public, ordering supplies or services, overseeing the maintenance of record keeping and filing systems, and assisting the appraisers.

4. Their essential domain is data input and retrieval, maintaining building permits and change forms, and preparing the informal hearings and BOE meetings.

Supervision Exercised

The employee assists in orienting, training and reviewing the work of subordinate clerical employees.

Working Environment/Physical Demands

Office environment with every day risks or discomforts. Work is mostly sitting with occasional walking, standing, bending & carrying a file drawer or box of papers or files.

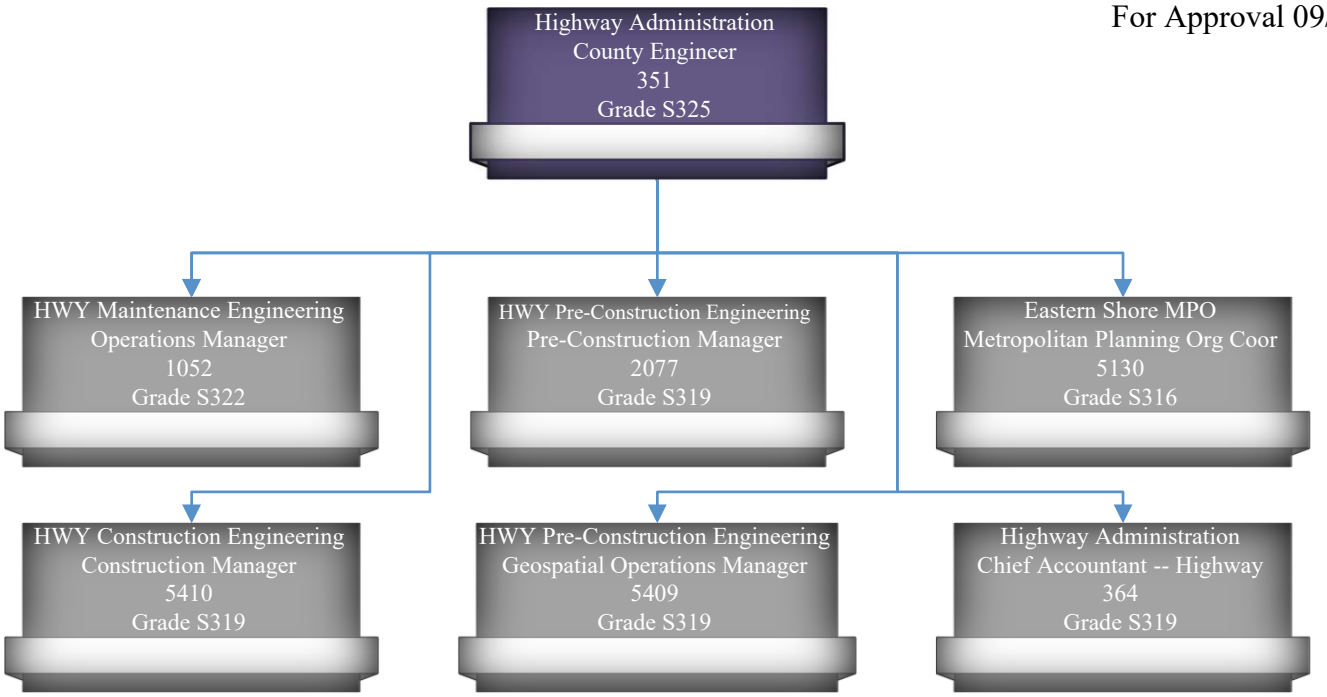
Knowledge, Skill, and Abilities

1. Knowledge of modern office practices, procedures & equipment.
2. Knowledge of business English, spelling and math.
3. Ability to use mathematical principles to make accurate and rapid calculations.
4. Knowledge and ability to follow and apply departmental rules, regulations, procedures and functions.
5. Ability to accurately prepare, process, sort and file a variety of forms, reports, records and documents.
6. Ability to read, comprehend, and follow simple oral and written instructions.
7. Ability to establish and maintain effective working relationships with other employees and the public.
8. Ability to direct the work of subordinate clerical personnel performing a variety of functions.
9. Ability to receive and resolve questions and complaints from the public.
10. Skills are needed for operation of standard office equipment including a personal computer, AS400, printer, copy machine, fax machine and calculator.

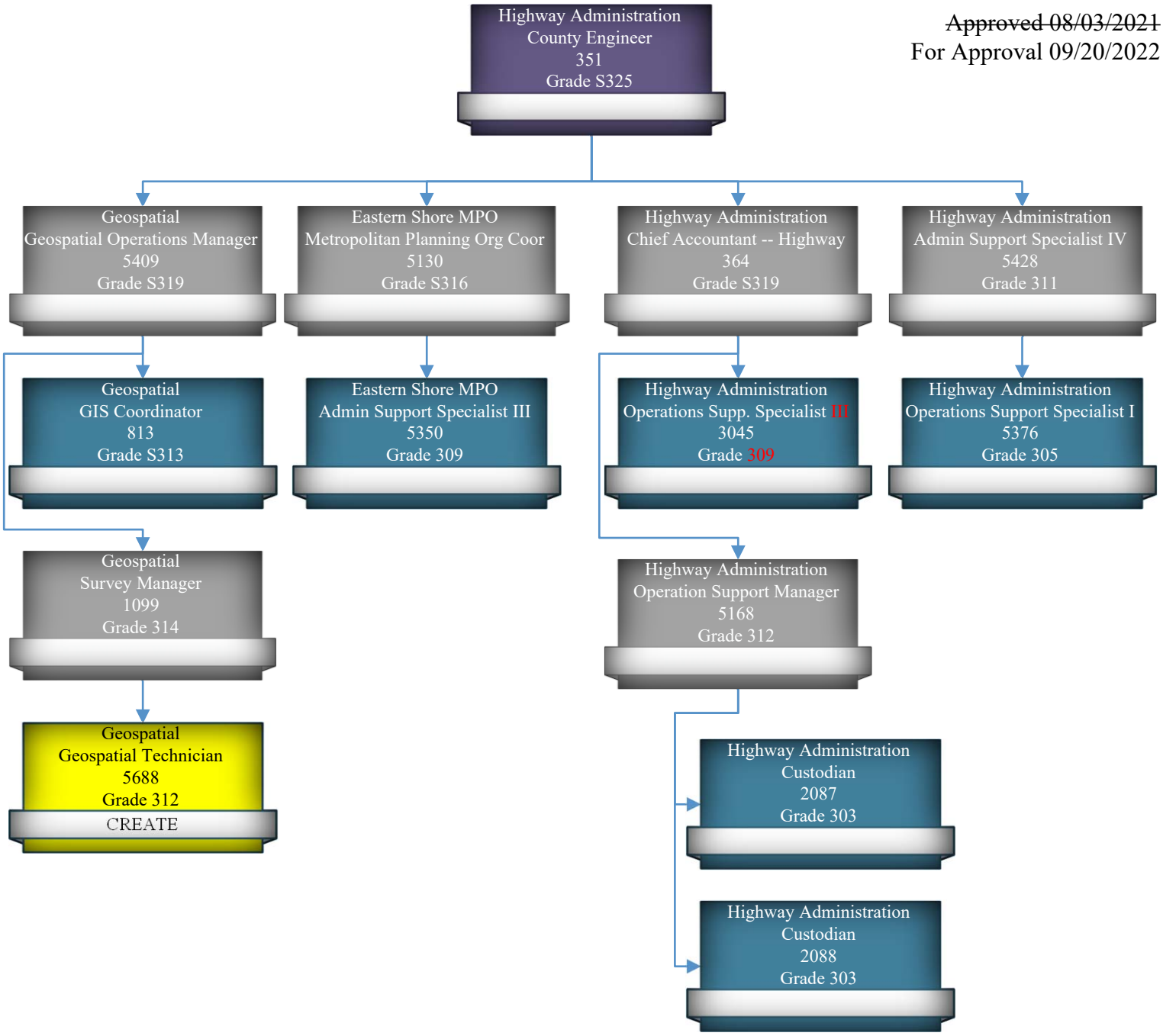
Minimum Qualifications

1. High school diploma or GED.
2. Must have Support Staff designation through the Alabama Property Tax Education and Certification Program and a minimum of 5 years as a Real Property Support Technician.

~~Approved 09/22/2020~~
For Approval 09/20/2022



~~Approved 08/03/2021~~
For Approval 09/20/2022



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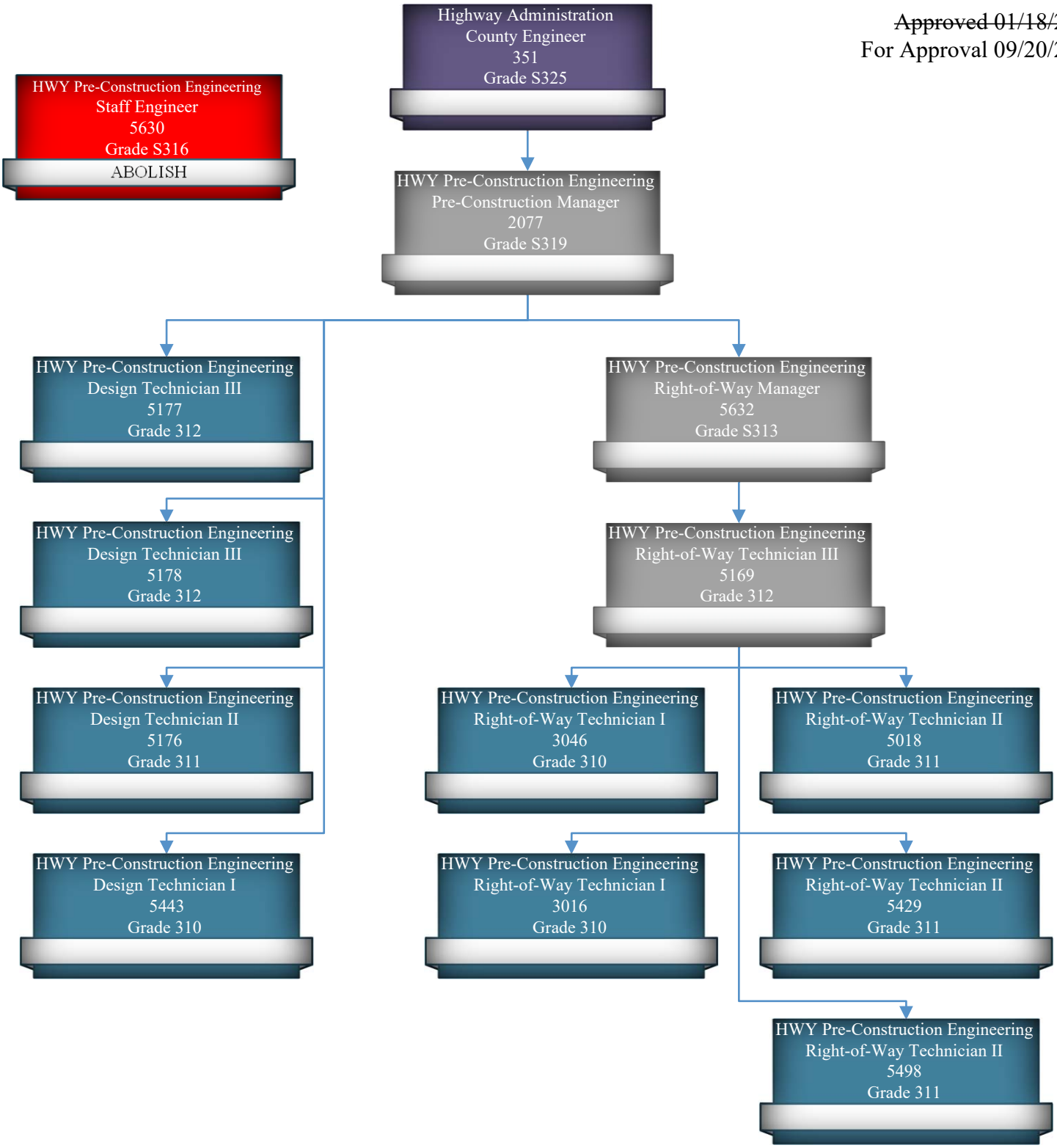
For Approval 09/20/2022



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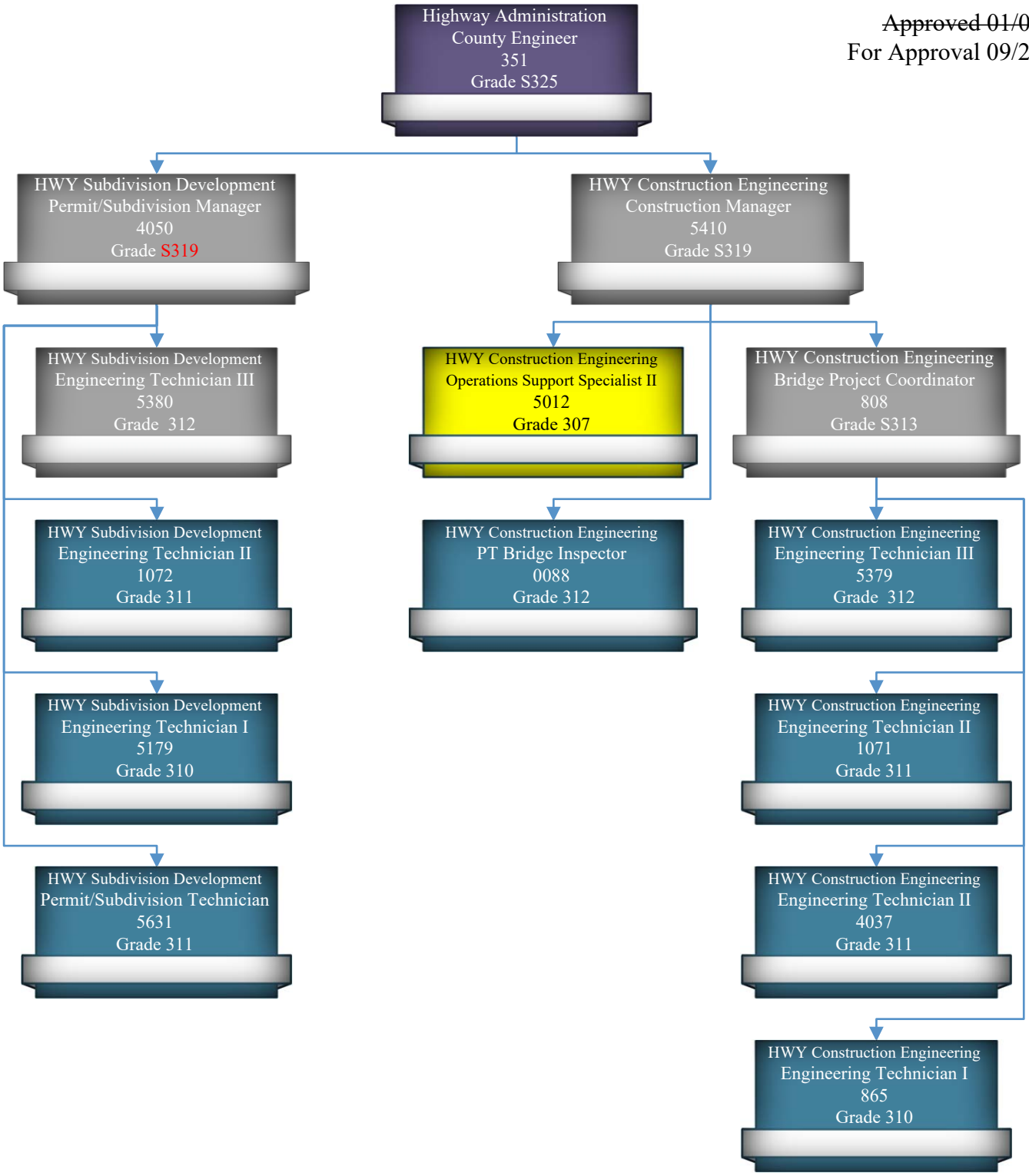
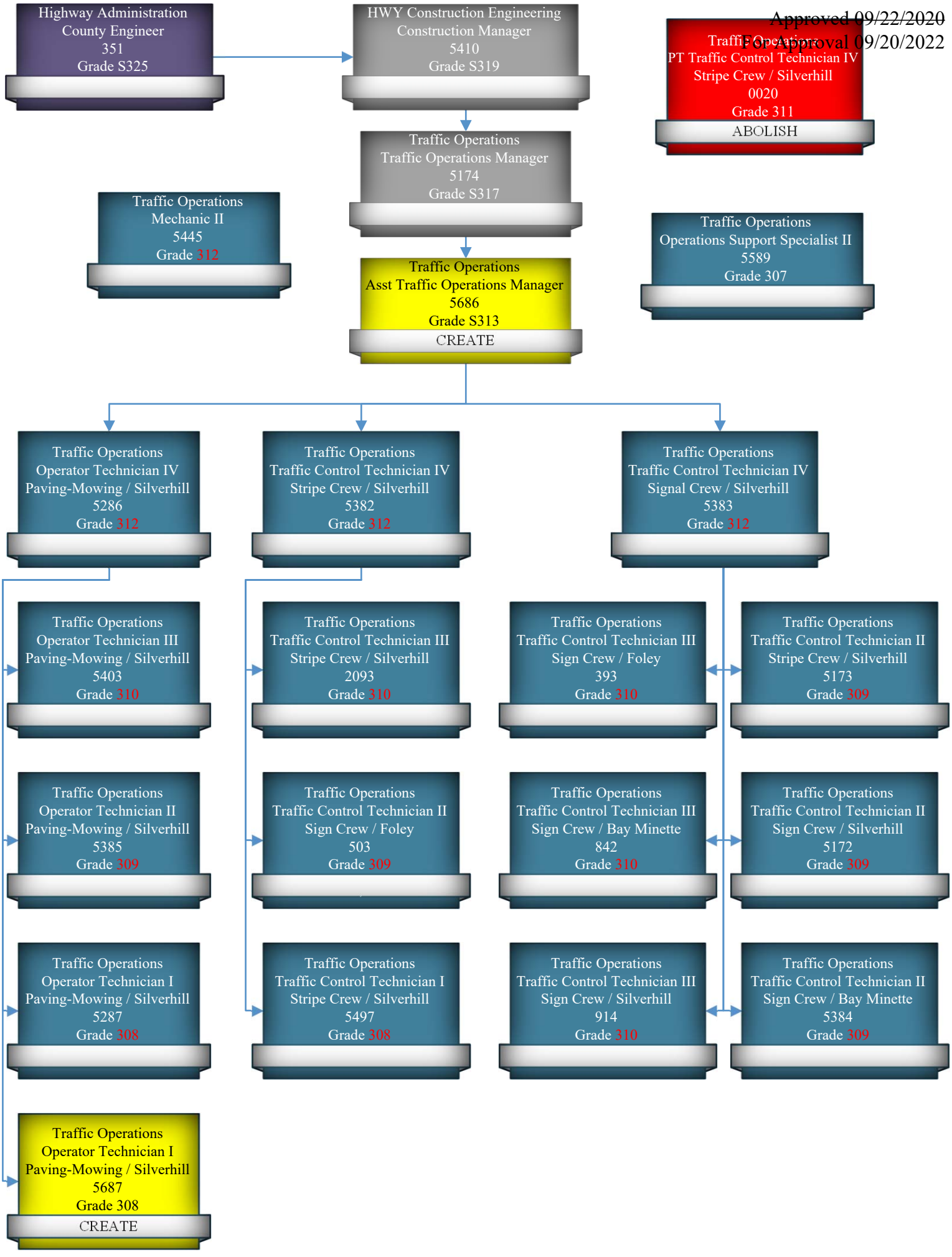
For Approval 09/20/2022




Approved 09/22/2020
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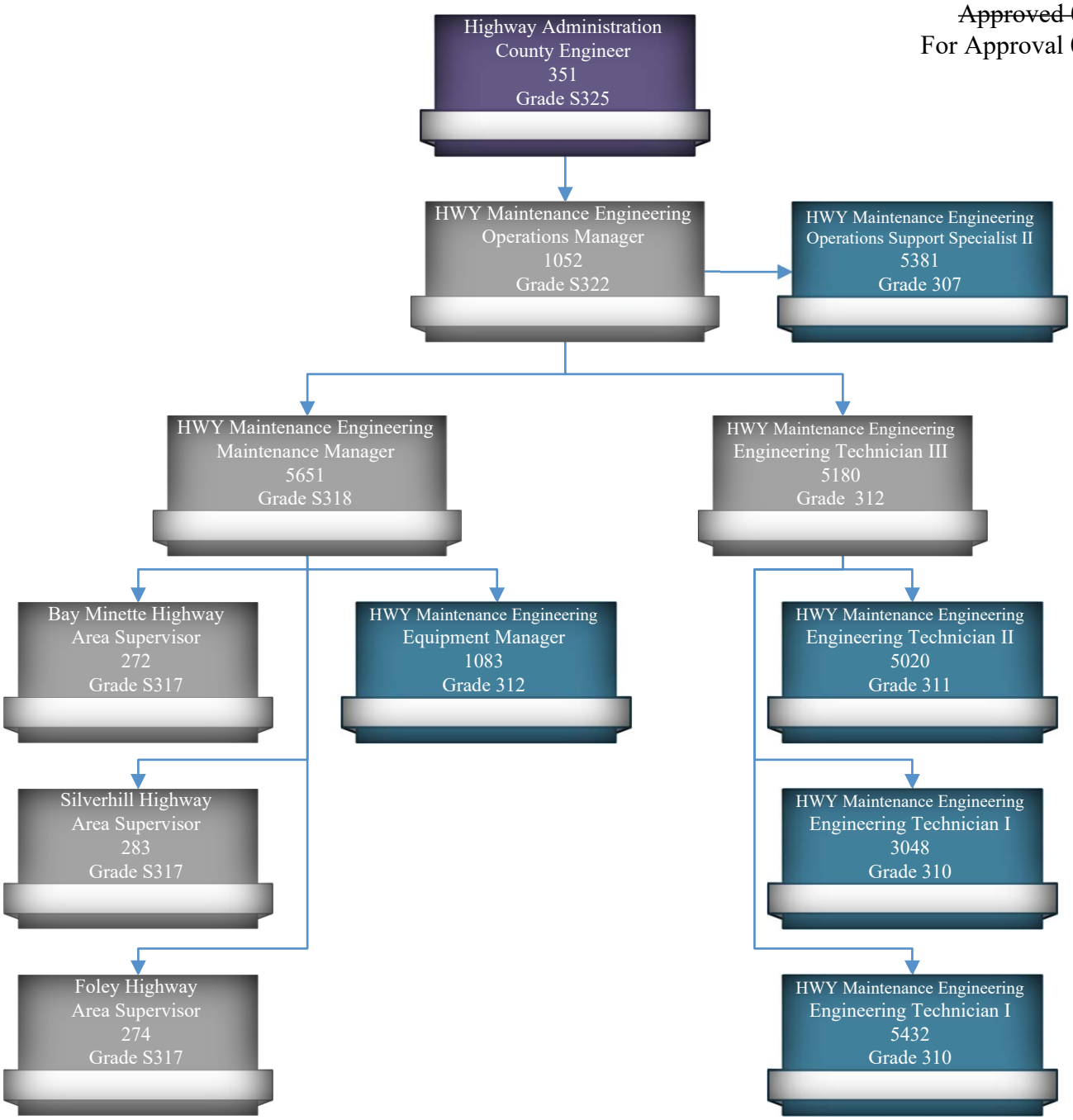
Highway Administration
County Engineer
351
Grade S325
HWY Construction Engineering
Construction Manager
5410
Grade S319
Traffic Operations
PT Traffic Control Technician IV
Stripe Crew / Silverhill
0020
Grade 311
ABOLISH
Traffic Operations
Traffic Operations Manager
5174
Grade S317
Traffic Operations
Mechanic II
5445
Grade 312
Traffic Operations
Operations Support Specialist II
5589
Grade 307
Traffic Operations
Asst Traffic Operations Manager
5686
Grade S313
CREATE
Traffic Operations
Operator Technician IV
Paving-Mowing / Silverhill
5286
Grade 312
Traffic Operations
Traffic Control Technician IV
Stripe Crew / Silverhill
5382
Grade 312
Traffic Operations
Traffic Control Technician IV
Signal Crew / Silverhill
5383
Grade 312
Traffic Operations
Operator Technician III
Paving-Mowing / Silverhill
5403
Grade 310
Traffic Operations
Traffic Control Technician III
Stripe Crew / Silverhill
2093
Grade 310
Traffic Operations
Traffic Control Technician III
Sign Crew / Foley
393
Grade 310
Traffic Operations
Traffic Control Technician II
Stripe Crew / Silverhill
5173
Grade 309
Traffic Operations
Operator Technician II
Paving-Mowing / Silverhill
5385
Grade 309
Traffic Operations
Traffic Control Technician II
Sign Crew / Foley
503
Grade 309
Traffic Operations
Traffic Control Technician III
Sign Crew / Bay Minette
842
Grade 310
Traffic Operations
Traffic Control Technician II
Sign Crew / Silverhill
5172
Grade 309
Traffic Operations
Operator Technician I
Paving-Mowing / Silverhill
5287
Grade 308
Traffic Operations
Traffic Control Technician I
Stripe Crew / Silverhill
5497
Grade 308
Traffic Operations
Traffic Control Technician III
Sign Crew / Silverhill
914
Grade 310
Traffic Operations
Traffic Control Technician II
Sign Crew / Bay Minette
5384
Grade 309
Traffic Operations
Operator Technician I
Paving-Mowing / Silverhill
5687
Grade 308
CREATE

~~Approved 02/15/2022~~
For Approval 09/20/2022



~~Approved 04/19/2022~~
For Approval 09/20/2022



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For Approval 09/20/2022



~~Approved 04/19/2022~~
For Approval 09/20/2022



POSITION DESCRIPTION

Title: Assistant Traffic Operations Manager

Department: Highway Department – Traffic Operations

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: Traffic Control Sign Crew, Stripe/Signal Crew, BBE/Paving Crew

Internal Contacts: Area Maintenance Supervisors, Engineering Personnel, other County Employees

External Contacts: General Public, Material Suppliers Emergency Responders, Equipment Vendors and Other Government Employees

Status: Classified/Exempt (S313)

Job Summary

Responsible for assisting with direction and management of activities of Sign Crews, Stripe/Signal Crews, and BBE/Paving Crew in the County. Work involves supervising the sign crew, including maintenance of signs on existing roads and placement of signs on newly constructed roads, striping of existing roads and newly constructed roads as directed by the County Engineer. Work also involves supervising Expressway Maintenance Crew and internal paving operations.

Job Domains

A. Supervision

1. Supervise daily work routines in Traffic Control, to include signs, striping, and traffic signals.
2. Monitors work-in-progress and makes on-the-spot corrections when necessary.
3. Inspect finished work for compliance with specifications.
4. Maintain records of all County roads that are posted.
5. Make sure all materials are up to standards.

6. Coordinates ordering of signs and sign materials from vendors.
7. Supervise daily work routine of Expressway Maintenance Crew and internal paving operations.
8. Assists with employee evaluations and coordination of employee training.

B. Planning & Coordinating

1. Assist with planning and scheduling crews for sign maintenance and striping.
2. Assist in developing budget.
3. Assign work for sign and striping/paving crews.
4. Plan and schedule work to ensure traffic control devices are in place before projects start.
5. Ensure that all signs/paint striping are in proper placement by current ALDOT, County and MUTCD standards.
6. Inspect all Traffic Control signs/paint for reflectively.
7. Track all signs in County using GPS.

C. Miscellaneous

1. Read literature and attend formal training to improve knowledge and skills for both immediate and long-term application to the job.
2. Maintain good public relations with citizens.
3. Required to wear uniforms as directed by County Engineer.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
4. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
5. Knowledge of traffic regulations.
6. Thorough knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
7. Thorough knowledge of *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
8. Knowledge of safety rules including accident causes and prevention.
9. Ability to work independently without close supervision.
10. Knowledge of County policies, procedures, and rules.
11. Knowledge of traffic signals and their basic operations and how to troubleshoot basic problems and repair them.
12. Ability to operate computers / GPS Devices and train others to do so.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles, corrective lens acceptable.

2. Hear well enough to understand oral instructions, carry on conversation with public and workers, hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift objects, use hand tools, repair flashing signals and operate motor vehicles.
6. Ability to lift fifty (50) pounds, unassisted.

Other Characteristics

1. Willing to work overtime and weekends when necessary.
2. Willing to travel for schools and training.

Minimum Requirements

1. High school diploma or equivalent.
2. Possess a valid driver's license and be insurable by the County's insurance standards.
3. Five (5) years' experience in Traffic Operations preferred.

POSITION DESCRIPTION

Title: Geospatial Technician

Department: Highway Department – Geospatial

Job Analysis: September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Survey Manager, Geospatial Operations Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Highway Department Employees

External Contacts: General Public, Contractors, Utility Companies, ALDOT and Members of County Offices

Status: Classified/Non-Exempt (312)

Job Summary

This position performs various land surveying, Geographic Information Systems (GIS), and other duties including, but not limited to technical field survey work. Assists various sections in production and management of the County's surveying and GIS program. Position receives general direction on most assignments from the Survey Manager and/or Geospatial Operations Manager.

Job Domains

1. Performs various types of survey fieldwork (boundary, topographic, easement, right of way, etc.) and mapping to support specific projects and other staff.
2. Ability to perform in a production environment to satisfy project timelines.
3. Stake out right-of-way lines, monuments and other types of boundary lines.
4. Conduct field surveying for GIS asset inventories (pipes, box culverts, guardrail, etc.) as required.

Knowledge, Skills, and Abilities

1. Excellent verbal communication skills (listening and speaking) to meet with the public, communicate effectively with supervisors, co-workers and other personnel, and to maintain effective working relationships with all staff.
2. Ability to perform various types of survey fieldwork, ask for information and instructions, and communicate effectively via phone, email, and in person.
3. Writing skills to take field notes and produce written documentation of projects.
4. Reading skills to understand and interpret Alabama Highway Standards Specifications memoranda, blueprints, plat, and property descriptions.
5. Knowledge of state and county laws, policies and procedures pertaining to specifications, construction, etc.
6. Ability to use total station, level, calculator, GPS and data collector.
7. Ability to exercise independent judgment and initiative in planning and implementing work.
8. Knowledge of rules and regulations regarding safety.
9. Understanding and competency of Geographic Information Systems (GIS).
10. Ability to understand and follow written instructions.

Physical Characteristics

1. Understand and respond accordingly to verbal communications or oral instructions, carry on a conversation with the public and other staff; hearing aids are acceptable.
2. See well enough to read fine print and numbers accurately on a computer monitor or on a printed document without transposition, operate advanced measurement instrumentation, and operate a motor vehicle.
3. Strength and sufficient body movement to conduct field surveys, lift objects, use hand tools, and operate a motor vehicle.
4. Ability to work outdoors in hot or cold weather while navigating rough terrain.
5. Ability to lift up to 100 lbs (such as manhole covers, etc.)
6. Ability to bend, stoop, crawl, climb hills or ditches, and stand for long periods of time.

Other Characteristics

1. Willing to travel to training sessions, meetings and seminars on public works.
2. Willing to work non-standard hours as necessary.

Minimum Requirements

1. Possess a valid driver’s license and be insurable by the County’s insurance standards.
2. Minimum of one (1) year experience on a survey crew for right of way, boundary, construction or topographic surveys.
3. Graduation from a standard high school or GED acceptable.
4. Experience with ESRI ArcGIS software products preferred.
5. Trimble Access field surveying software experience a plus.

POSITION DESCRIPTION

Title: Mechanic II – (Maintenance Area Barn Option)

Department: Highway Department – Maintenance Section

Job Analysis: January 2013, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Area Maintenance Supervisor, Assistant Area Maintenance Supervisor, Operations Manager, County Engineer

Subordinate Staff: Shop help assigned by Supervisor

Internal Contacts: Members of work group, Engineering, County Purchasing Officer

External Contacts: Equipment Suppliers, Parts Suppliers

Status: Classified/Non-Exempt (~~311~~ 312)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Analyze, diagnose and tune engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, replacement of coil, condenser and breaker points.
2. Remove and disassemble major units such as engine, transmission, differential; inspect parts for wear, and reassembles.
3. Repair and replace parts such as pistons, rods, gears, and bearings.
4. Overhaul and replace carburetors, generators, radiators, alternators, starters, distributors and pumps.
5. Rewire ignition system, lights and instrument panel.
6. Realign and adjust brakes, repairs or replaces shock absorbers.

7. Replace and adjust headlights, and install or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
8. Perform additional repairs as needed.

B. Heavy Equipment Repair and Maintenance

1. Analyze malfunctions, and repair, rebuild and maintain heavy construction equipment such as motor graders, backhoes, bulldozers, asphalt spreaders etc.
2. Replace defective engines and subassemblies.
3. Replace or repair major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Weld to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fill holes and builds up metal parts.
2. Replace batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repair or replace tires.
4. Perform related mechanic duties as required.
5. Perform various duties including operation of equipment and some manual labor as needed.
6. Test repaired equipment to ensure operating efficiency.
7. Supervise other personnel performing equipment maintenance.
8. Make recommendations to supervisor concerning specification requirements for bidding and purchasing of new equipment.
9. Ensure vehicle / equipment fleet is kept in safe operational working order.
10. Ensure all vehicles/equipment in fleet receive routine maintenance on schedule.
11. Ensure accurate records are maintained for repairs/maintenance performed on all vehicles/equipment.

Knowledge, Skills and Abilities

1. Verbal skills to communicate information to supervisors, co-workers, and vendors.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills and ability in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.
10. Knowledge of safety rules, including accident causes and prevention.
11. Knowledge of first aid procedures.
12. Ability to work independently without close supervision
13. Knowledge of county policies, procedures and rules.

14. Knowledge of/and has ability to work on Tier 4 engine component.
15. See well enough to read regular print and numbers without error or transposition and inspect small parts.
16. Hear well enough to talk on telephone, to determine mechanical problems.
17. Speak clearly enough to communicate information to helper.
18. Use of hands and fingers to write, to use tools.
19. Strength to lift 50 pounds unassisted.
20. Physical dexterity sufficient to operate levers, gears, etc.
21. Body movement to climb on top of or crawl under various types of equipment.

Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to travel to pick up parts and material out of area.
3. Required to wear uniforms as directed by County Engineer.

Minimum Qualifications

1. Possess a valid commercial driver's license. (CDL – Class A)
2. Experience in automotive and heavy equipment repairs and maintenance.

POSITION DESCRIPTION

Title: Mechanic II

Department: Highway Department – Traffic Operations

Job Analysis: February 2019, October 2019, November 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Traffic Operations Manager, County Engineer

Subordinate Staff: Shop help assigned by Supervisor

Other Internal Contacts: Operation Support Specialist II, Engineering, Equipment Manager, County Purchasing Officer

External Contacts: Equipment Suppliers, Parts Suppliers, General Public

Status: Classified/ Non-Exempt (~~311~~ 312)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, and replacement of coil, condenser, and breaker points.
2. Removes and disassembles major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors and pumps.
5. Rewires ignition system, lights and instrument panel.
6. Realigns and adjusts brakes, repairs or replaces shock absorbers.
7. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.

8. Performs additional repairs as needed.
9. Performs routine maintenance and repairs on bucket trucks as needed.

B. Heavy and Light Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds and maintains heavy/light construction equipment such as asphalt spreader, rollers, paint truck, tractors, bat wings, lawn mowers, weed eaters, pressure washers, small engines, etc.
2. Replaces defective engines and subassemblies.
3. Replaces or repairs major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as needed.
6. Tests repaired equipment to ensure operating efficiency.
7. Makes recommendations to supervisor concerning specification requirements for bidding and purchasing of new equipment.
8. Ensures Vehicle / Equipment fleet is kept in safe operational working order.
9. Ensures all Vehicles/Equipment in fleet receive routine maintenance on schedule.
10. Ensures accurate records are maintained for repairs/maintenance performed on all Vehicles/Equipment.

Knowledge, Skills, and Abilities

1. Verbal skills to communicate information to supervisors, co-workers, and vendors.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy/light construction equipment.
10. Knowledge of safety rules, including accident causes and prevention.
11. Knowledge of first aid procedures.
12. Ability to work independently without close supervision
13. Knowledge of county policies, procedures and rules.
14. Knowledge of/and has ability to work on Tier 4 engine component.

15. Required to wear uniforms as directed by County Engineer.

Physical Characteristics

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 50 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

Minimum Qualifications

1. Willing to work overtime and weekends in emergencies.
2. Have a valid commercial driver's license. (CDL – Class A).
3. Willing to travel to pick up parts, materials and gather quotes out of area.
4. Experience in automotive and heavy equipment repairs and maintenance.

POSITION DESCRIPTION

Title:	Operations Support Manager (Accounting Option)
Department:	Highway Department – Administration Section
Job Analysis:	August 2013, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Chief Accountant/Highway, County Engineer
Subordinate Staff:	Custodians
Internal Contacts:	Finance & Accounting Department, Budget Director, Purchasing Department, Highway Supervisors, Grants Coordinator, Parks Department, Solid Waste Department, and other County Employees
External Contacts:	Vendors, Representatives from other Agencies
Status:	Classified/Non-Exempt (312)

Job Summary

This individual provides general operations and accounting support for the County's Highway Department and directly supports the Highway Department's Chief Accountant. This individual also provides specific support to the Highway Area Maintenance Supervisors and Office Managers.

Job Domains

A. Accounting Department

1. Contact vendors concerning any discrepancies.
2. Assist Chief Accountant with statistical reports, financial analyses, and project recaps.
3. Assist in yearly budget preparation and new fiscal year project setup.
4. Monitor all Highway monthly budget reports for accuracy and assists Chief Accountant with various reports reflecting current department figures.
5. Assist the Chief Accountant with the year-end closing process.
6. Prepare quarterly RRR and Sales Tax reports and deliver to the Chief Compliance Officer.

7. Review all Baldwin County Commission meeting agendas for Highway related items, (new employee hires, promotions and transfers, material bids, projects, and contracts) and ensure that all necessary follow-up actions are performed by Highway staff.

B. Purchasing

1. Support all purchasing activities for the Highway Department.
2. Maintain and provide follow up on Highway purchase orders.
3. Assist Highway Supervisors concerning the purchasing of equipment and supplies.

C. Administrative & Record Keeping

1. Maintain Munis EAM Equipment asset database and electronic records of all equipment for the Highway Department. Assist Equipment Manager with yearly equipment inventory.
2. Maintain vendor invoice files.
3. Monitor Executime payroll system for parity with Munis Work Order management system. Prepare reports to assist management with payroll related queries.
4. Manage and direct custodial staff as needed.

D. Project/Work Order Management System

1. Oversee and maintain the Munis Project management system database and create reports as needed.
2. Maintain Munis EAM Labor/Job Codes with current employees and position rates.
3. Administer the Project Initiation process including verifying all new project data, creating the electronic file, and establishing project in Munis Project management system.
4. Manage all user permissions and security levels for the Munis project management system.
5. Maintain Munis EAM Item material database with annual bid pricing.
6. Assist the Chief Accountant with the maintenance and preparation of the Highway Management Plan.

Knowledge, Skills, and Abilities

1. Verbal skills to communicate effectively with office staff and general public.
2. Math skills to perform accounting and bookkeeping operations.
3. Writing skills to prepare reports, complete forms, compose letters and accurately and neatly post journals and ledgers.
4. Ability to process and interpret data to make informed decisions.
5. Reading skills to read and understand written instructions, manuals and correspondence.
6. Listening skills to understand verbal communications with coworkers and public.
7. Ability to operate office machines such as calculator, computer terminal and copy machine.
8. Thorough knowledge of basic bookkeeping and accounting principles and procedures.
9. Knowledge of general office procedures.

10. Thorough knowledge of departmental policies and procedures and ability to apply them to work problems.
11. Thorough knowledge of Microsoft Word and Excel.
12. Thorough knowledge of Crystal Reports.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations will be made.)

1. See well enough to read fine print and numbers accurately and without transposition.
2. Hear well enough to respond to verbal communication and to use the telephone.
3. Speak well enough to communicate to the public in a polite and effective manner.
4. Body movement to bend, stoop and move about.
5. Manual dexterity to write and type.
6. Strength to lift up to 20 pounds.

Other Characteristics

1. Willing to work overtime and nonstandard hours to meet deadlines.

Minimum Qualifications

1. High school diploma or equivalent; accounting and bookkeeping experience of two (2) years.
2. Have a valid driver's license.

POSITION DESCRIPTION

Title:	Operations Support Specialist II (Construction)
Department:	Highway Department – Construction Section
Job Analysis:	September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Construction Manager, County Engineer
Subordinate Staff:	None
Internal Contacts:	BCHD Section Heads, Construction Section Personnel, and other County Employees
External Contacts:	General Public
Status:	Classified/Non-Exempt (307)

Job Summary

To successfully complete any job/duty as deemed necessary by the County Construction Manager or his/her designee.

Job Domains

1. Maintains organized office records and documents with both computerized and hard filing systems.
2. Provides prompt response and proper management of department emails.
3. Assists with department purchasing/payments.
4. May prepare agenda items.
5. Provides clerical assistance, data entry and answers phone calls.
6. Treats the public in a courteous, prompt and professional manner.

Knowledge, Skills, and Abilities

1. Knowledge of basic high school mathematics.
2. A good working knowledge of general office practices and procedures.
3. Familiar with computers and various software programs. Skills to communicate effectively with office staff, supervisors, and general public.

4. Skills to read and understand printed reports.
5. Knowledge of filing procedures.
6. Knowledge of office machinery operations.
7. Ability to establish and maintain effective working relationships with supervisors, co-workers, and the general public.
8. Ability to operate word processing equipment and data entry.

Physical Characteristics

1. See well enough to read.
2. Hear well enough to talk on telephone and deal with general public.
3. Speak well enough to discuss projects with supervisors, co-workers, consultants, the general public, and Engineers.

Other Characteristics

1. Willing to work overtime and weekends when necessary.

Minimum Qualifications

1. 2-3 years' experience in an office setting.
2. Have a valid driver's license.

POSITION DESCRIPTION

Title:	Operations Support Specialist III (Accounting Option)
Department:	Highway Department – Administration Section
Job Analysis:	September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Chief Accountant/Highway, County Engineer
Subordinate Staff:	None
Internal Contacts:	Finance & Accounting Department, Budget Director, Purchasing Department, Highway Supervisors, Area Maintenance Personnel and other County Employees
External Contacts:	Vendors, Representatives from other Agencies
Status:	Classified/Non-Exempt (309)

Job Summary

This individual provides administrative, operational and accounting support for the County's Highway Department. This individual also provides specific support to the Supervisors, maintains organized office records and documents, performs project auditing, reconciliation, and reimbursement, and any job/duty deemed necessary by his/her supervisor and/or designee.

Job Domains

A. Accounting Department

1. Contact vendors concerning any discrepancies.
2. Assist Chief Accountant with statistical reports, financial analyses, and project recaps.
3. Assist in yearly budget preparation and new fiscal year project setup.
4. Audit all project records to reconcile expenses between the financial project and associated work orders. This includes confirming data is appropriately assigned to projects, working with Highway and other County staff to make necessary adjustments, and preparing/performing related journal entries.
5. Provide support and guidance for all Highway staff as related to their necessary functions within the Munis Project and Work Order management systems. Facilitate training of

said staff and other County employees as needed to ensure thorough understanding of entry, validation and reporting of the input of associated cost and time.
6. Prepare and monitor third party billings for various reimbursable projects, including billing in accordance with agreements, following up on unpaid billings, tracking and documenting payment receipts, and reconciling Highway accounts receivables with Finance & Accounting's records.
7. Review reimbursements prepared by other Highway sections to confirm they are prepared in accordance with agreements/contracts/etc. This includes following up on unpaid billings, tracking and documenting payment receipts, and reconciling Highway accounts receivables with Finance & Accounting's records.
8. Monitor Highway Department monthly project budget reports for accuracy and assist Chief Accountant with various reports reflecting current project funding and expenditures.

B. Purchasing

1. Provide support for all purchasing activities for the Highway Department.

C. Administrative & Record Keeping

1. Maintain electronic and hard copy project files, including but not limited to project initiation forms, email communications and related agendas/agreements/journal entries.
2. Maintain electronic and paper copies of all third-party billings and reimbursements.
3. Maintain database of all billings and reimbursements.
4. Maintain schedule of Highway staff in-progress training and database of training history for Munis Project and Work Order management systems.

D. Project/Work Order Management System

1. Monitor Project management system database (labor, equipment, material and contracted costs) and create reports as needed.
2. Maintain Work Order management system database, validating accuracy of various cost and time inputs and ensure its correctness of use and categorization, i.e. project versus maintenance related.
3. Maintain Work Project management system, including setup, maintenance and reporting.

Knowledge, Skills, and Abilities

1. Verbal skills to communicate effectively with office staff and general public.
2. Math skills to perform accounting and bookkeeping operations.
3. Writing skills to prepare reports, complete forms, compose letters and accurately and neatly post journals and ledgers.
4. Ability to process and interpret data to make informed decisions.
5. Reading skills to read and understand written instructions, manuals and correspondence.
6. Listening skills to understand verbal communications with coworkers and public.
7. Ability to operate office machines such as calculator, computer terminal and copy machine.

8. Thorough knowledge of basic bookkeeping and accounting principles and procedures.
9. Knowledge of general office procedures.
10. Thorough knowledge of departmental policies and procedures and ability to apply them to work problems.
11. Thorough knowledge of Microsoft Word and Excel.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations will be made.)

1. See well enough to read fine print and numbers accurately and without transposition.
2. Hear well enough to respond to verbal communication and to use the telephone.
3. Speak well enough to communicate to the public in a polite and effective manner.
4. Body movement to bend, stoop and move about.
5. Manual dexterity to write and type.
6. Strength to lift up to 20 pounds.

Other Characteristics

1. Willing to work overtime and nonstandard hours to meet deadlines.

Minimum Qualifications

1. High school diploma or equivalent.
2. Accounting and Bookkeeping experience of two (2) years.
3. Willing to work nonstandard hours as necessary.
4. Have a valid driver’s license.

POSITION DESCRIPTION

Title: Operator Technician I (BBE/Paving)

Department: Highway Department – Traffic Operations

Job Analysis: September 2017, September 2018, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group and Engineering

External Contacts: General Public

Status: Classified/Non-Exempt (~~307~~ 308)

Job Summary

Operates various types of heavy/light equipment contributing to the operation of the Highway Department. Performs maintenance inspections on assigned equipment and may assist mechanic with repairs. Performs routine manual labor as required. Work also involves performing complex traffic control operations and assisting the sign, stripe and signal crews as needed.

Job Domains

A. Equipment Operation

1. Must be able to operate a minimum of three pieces of the following equipment: dump truck, tiller, bush hog, light tractor, or a box blade.
2. May also operate the paint truck and bucket truck with aerial lift.
3. Required to wear uniforms as directed by the County Engineer.
4. Operate paving equipment as needed.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauges and other indicators for non-standard conditions.

3. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems. May assist mechanic with mechanical failure repairs.
4. Responsible for safe operation of equipment.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road Maintenance Program.
4. Loads and unloads trucks of construction materials and supplies.
5. Shovels asphalt, cinder, rocks, soil and other materials.
6. Repairs bridges.
7. Installs traffic signs for public safety.
8. Performs related manual labor as required.
9. Directs traffic at jobsite.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures, and instructions.
4. Knowledge of traffic regulations.
5. Defensive driving skills.
6. Knowledge of safety rules including accident causes and prevention.
7. Ability to work independently without close supervision.
8. Knowledge of County policies, procedures, and rules.
9. Ability to stand all day.
10. Ability to lift 50 pounds.
11. Knowledge of The Manual of Uniform Traffic Control Devices and how to apply the manual to real world applications.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Willing to respond to callouts when deemed necessary by the Supervisor.

Minimum Qualifications

1. Have a valid commercial driver's license (CDL Class B) or must obtain a class B CDL within the first 6-month probationary period and be insurable by the County's insurance standards.
2. Prefer one (1) year experience in operation of light equipment.

POSITION DESCRIPTION

Title: Operator Technician I

Department: Highway Department – Maintenance Section

Job Analysis: February 2011, February 2020, July 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Assistant Area Supervisor and/or Designated Crew Chief, Area Supervisor, Maintenance Manager, Operations Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group and Engineering

External Contacts: General Public

Status: Classified/Non-Exempt (~~307~~ 308)

Job Summary

Operates various types of heavy/light equipment contributing to the operation of the Highway Department. Performs maintenance inspections on assigned equipment and may assist mechanic with repairs. Performs routine manual labor as required

Job Domains

A. Equipment Operation

1. Must be able to operate a variety of equipment such as a tiller, bush hog, light tractor, box blade, mechanical broom, skid steer, and/or roller. Will operate a dump truck once a Class B CDL is obtained.
2. May operate other equipment as assigned.
3. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspection of assigned equipment.

2. While equipment is being operated, continuously monitor gauges and other indicators for non-standard conditions.
3. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems. May assist mechanic with mechanical failure repairs.
4. Responsible for safe operation of equipment.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road Maintenance Program.
4. Load and unload construction materials and supplies from trucks.
5. Shovels asphalt, cinder, rocks, soil, and other materials.
6. Assist with bridge repairs.
7. Installs traffic signs for public safety.
8. Performs related manual labor as required.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures, and instructions.
4. Knowledge of traffic regulations.
5. Defensive driving skills.
6. Knowledge of safety rules including accident causes and prevention.
7. Ability to work independently without close supervision.

Physical Characteristics

1. Body movement to bend, stoop, and move about in an outdoor environment.
2. Ability to stand and work outdoors all day at all times of year.
3. Must be able to lift up to 50lbs.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.

Minimum Qualifications

1. Have a valid commercial driver's license (CDL Class B) or must obtain a class B CDL within the first 6-month probationary period and be insurable by the County's insurance standards.
2. Prefer one (1) year experience in operation of light equipment.

POSITION DESCRIPTION

Title: Operator Technician II (BBE/Paving)

Department: Highway Department – Traffic Operations

Job Analysis: September 2017, September 2018, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: Crew assigned by Supervisor

Internal Contacts: Members of work group and Engineering

External Contacts: General Public

Status: Classified/Non-Exempt (~~308~~ 309)

Job Summary

Operates various types of heavy/light equipment contributing to the operation of the Highway Department. Performs maintenance inspections on assigned equipment and may assist mechanic with repairs. Performs routine manual labor as required. Work also involves performing complex traffic control operations and assisting the sign, stripe and signal crews as needed.

Job Domains

A. Equipment Operation

1. Must be able to operate a minimum of three pieces of the following equipment: dump truck, tiller, bush hog, light tractor, or a box blade.
2. May also operate the paint truck and bucket truck with aerial lift.
3. Required to wear uniforms as directed by the County Engineer.
4. Operate paving equipment as needed.
5. May serve as crew leader.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspection of assigned equipment.

2. While equipment is being operated, continuously monitors gauges and other indicators for non-standard conditions.
3. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems. May assist mechanic with mechanical failure repairs.
4. Responsible for safe operation of equipment.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road Maintenance Program.
4. Loads and unloads trucks of construction materials and supplies.
5. Shovels asphalt, cinder, rocks, soil and other materials.
6. Repairs bridges.
7. Installs traffic signs for public safety.
8. Performs related manual labor as required.
9. Directs traffic at jobsite.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Knowledge of traffic regulations.
5. Defensive driving skills.
6. Knowledge of safety rules including accident causes and prevention.
7. Ability to work independently without close supervision.
8. Knowledge of County policies, procedures, and rules.
9. Ability to stand all day.
10. Ability to lift 50 pounds.
11. Knowledge of The Manual of Uniform Traffic Control Devices and how to apply the manual to real world applications.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Willing to respond to callouts when deemed necessary by the Supervisor.

Minimum Qualifications

1. One (1) year experience in operation of light equipment.
2. ~~Valid Commercial Driver's License (CDL – Class A) and be insurable by the County's insurance standards.~~ Have a valid commercial driver's license (CDL Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Operator Technician II

Department: Highway Department – Maintenance Section

Job Analysis: February 2011, July 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Assistant Area Supervisor and/or Designated Crew Chief, Area Supervisor, Maintenance Manager, Operations Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group and Engineering

External Contacts: General Public

Status: Classified/Non-Exempt (~~308~~ 309)

Job Summary

Operates various types of heavy/light equipment contributing to the operation of the Highway Department. Performs maintenance inspections on assigned equipment and may assist mechanic with repairs. Performs routine manual labor as required

Job Domains

A. Equipment Operation

1. Must have at least two (2) years experience operating a minimum of seven pieces of the following equipment: dump truck, roller, tiller, bush hog, front end loader, tractor, motor grader, backhoe/excavator, chip spreader, bulldozer, box blade boom mower.
2. May operate other equipment as assigned.
3. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitor gauges and other indicators for non-standard conditions.

3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems. May assist mechanic with mechanical failure repairs.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road Maintenance Program.
4. Load and unload construction materials and supplies from trucks.
5. Shovels asphalt, cinder, rocks, soil and other materials.
6. Assist with bridge repairs.
7. Installs traffic signs for public safety.
8. Directs traffic at job site.
9. Performs related manual labor as required.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
5. Knowledge of traffic regulations.
6. Defensive driving skills.
7. Knowledge of safety rules including accident causes and prevention.
8. Ability to work independently without close supervision.
9. Knowledge of county policies, procedures and rules.

Minimum Qualifications

1. Willing to work overtime and weekends in emergencies or when required.
2. Have a valid commercial driver's license (CDL Class B).
3. Two (2) years or more experience in operation of light construction equipment.
4. Willing to travel to pick up material out of area.

POSITION DESCRIPTION

Title: Operator Technician III (BBE/Paving)

Department: Highway Department – Traffic Operations

Job Analysis: October 2017, September 2018, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: Crew assigned by Supervisor

Internal Contacts: Members of work group and Engineering

External Contacts: General Public

Status: Classified/Non-Exempt (~~309~~ 310~~309~~)

Job Summary

Must be able to competently operate a minimum of eleven (11) pieces of the following equipment: dump truck, tractor, bush hog, tiller, backhoe/excavator, motor grader, chip spreader, tractor trailer/low boy, bulldozer, front end loader, roller, asphalt spreader, scraper, distributor, paint truck, gradeall, boom mower, or other special skill.

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies supervisor/crew leader of equipment failures and may assist with repairs. May assist with bridge maintenance. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment Operators I and II's in use of various road equipment. Must be able to work without close supervision and be able to serve as crew leader for operations as directed. Work also involves performing complex traffic control operations and assisting the sign, stripe and signal crews, as needed.

Job Domains

A. Equipment Operation

Minimum of three (3) years' experience in one or more of the following:

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1. Performs complex and difficult operations using one or more of the following equipment:
   a. Operates a motor grader to perform the most difficult finishing and grading operations;
   b. Performs the full range of operation with bulldozer, front-end loader, scraper, roller, tractor-trailer, power shovel, backhoe, crane, asphalt paver, and other types of heavy equipment;
   c. Operates an excavator or gradeall in digging ditches, digging trenches and setting pipe, placing bridge timbers, demolition, and digging roots.

2. Loads and hauls various heavy equipment and machinery on low-boy truck and trailer.
3. May operate other equipment such as dump truck and light tractor.
4. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
5. May supervise and direct the work of other personnel in complex construction and maintenance projects.
6. May advise foreman on capabilities and best utilization of various types of heavy equipment.
7. Operate paving equipment as needed.
8. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operation equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies supervisor/crew leader of mechanical or safety problems.
5. May assist mechanic or other repairmen with mechanical repairs.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the paved road.
4. Shovel asphalt.
5. Repairs bridges.
6. Performs related manual labor as required.
7. Install traffic signs for public safety.

Knowledge, Skills and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.

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4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow instructions and counsel with crew members.
6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability; skill in operation of a wide variety of heavy equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of traffic regulations.
10. Defensive driving skills.
11. Knowledge of safety rules, including accident causes and prevention.
12. Must be able to stand all day.
13. Must be able to lift 50 lbs.
14. Knowledge of County policies, procedures, and rules.
15. Knowledge of *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real work applications.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Considerable experience in operating heavy equipment or possess unique skills.
3. Willing to travel to pick up material out of area.

Minimum Qualifications

1. Have a valid commercial driver license (CDL Class A) and be insurable by the County's insurance standards.
2. Minimum of three (3) years' experience in complex and difficult operations in equipment operation.

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POSITION DESCRIPTION

Title: Operator Technician III

Department: Highway Department – Maintenance Section

Job Analysis: February 2011, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Assistant Area Supervisor and/or Designated Crew Chief, Area Supervisor, Maintenance Engineer, County Engineer

Subordinate Staff: Crew assigned by Area Supervisor/Assistant Area Supervisor

Internal Contacts: Members of work group and Engineering

External Contacts: General Public, Police, Other Government Employees

Status: Classified/Non-Exempt (~~309~~ 310)

Job Summary

Must be able to competently operate a minimum of eleven pieces of the following equipment: dump truck, tractor, bush hog, tiller, backhoe/excavator, motor grader, chip spreader, tractor trailer/low boy, bulldozer, front end loader, roller, asphalt spreader, scraper, distributor, paint truck, gradall, boom mower, or other special skill.

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Supervisor/Assistant Supervisor of equipment failures and may assist with repairs. May assist with bridge maintenance. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment Operators I and II in use of various road equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, leadership, and other skills necessary for efficient operation of the department.

Job Domains

A. Equipment Operator

Minimum of three years experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
   a. Operates a motor grader to perform the finishing and grading operations;
   b. Performs the full range of operation with bulldozer, front-end loader, scraper, roller, tractor-trailer, power shovel, backhoe, crane, asphalt paver, and other types of heavy equipment;
   c. Operates a soil pan doing earth-moving and rough grading; or
   d. Operates an excavator or gradall in digging ditches, digging trenches and setting pipe, placing bridge timbers, demolition, and digging roots.
2. Loads and hauls various heavy equipment and machinery on low-boy truck and trailer.
3. May operate other equipment such as dump truck and light tractor.
4. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
5. May supervise and direct the work of other personnel in complex construction and maintenance projects.
6. May advise foreman on capabilities and best utilization of various types of heavy equipment.
7. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operation equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems.
5. May assist mechanic or other repairmen with mechanical repairs such as gas engine tuning, repair and overhaul, and ignition, fuel, brake and hydraulic system repair and overhaul.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes on paved roads.
4. Repairs bridges.
5. Performs related manual labor as required.

Knowledge, Skills and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow instructions and counsel with crew members.
6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability; skill in operation of a wide variety of heavy equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of traffic regulations.
10. Defensive driving skills.
11. Knowledge of safety rules, including accident causes and prevention.
12. Must be able to stand all day.
13. Must be able to lift 50 lbs.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Have a valid commercial driver's license (CDL Class A).
3. Considerable experience in operating heavy equipment or possess unique skills.
4. Willing to travel to pick up material out of area.

POSITION DESCRIPTION

Title:	Operator Technician IV (BBE/Paving)
Department:	Highway Department – Traffic Operations
Job Analysis:	September 2017, September 2018

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:	Traffic Operations Manager, Construction Manager, County Engineer
Subordinate Staff:	Crew assigned by Supervisor
Internal Contacts:	Members of work group and Engineering
External Contacts:	General Public, Emergency Responders, Other Government Employees
Status:	Classified/Non-Exempt (311)

Job Summary

Must be able to competently operate a minimum of eleven pieces of the following equipment: dump truck, tractor, bush hog, tiller, backhoe/excavator, motor grader, chip spreader, tractor trailer/low boy, bulldozer, front end loader, roller, asphalt spreader, scraper, distributor, paint truck, gradeall, boom mower, or other special skill.

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Supervisor/Assistant Supervisor of equipment failures and may assist with repairs. May assist with bridge maintenance. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment Operators I, II, and III in use of various road equipment. Must be able to work without close supervision and be able to serve as crew leader for operations as directed. Work also involves performing complex traffic control operations and assisting the sign, stripe and signal crews as needed.

Job Domains

A. Equipment Operator

Minimum of four (4) years' experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
    a. Operates a motor grader to perform the most difficult finishing and grading operations;
    b. Performs the full range of operation with bulldozer, front-end loader, scraper, roller, tractor-trailer, power shovel, backhoe, crane, asphalt paver, and other types of heavy equipment;
    c. Operates an excavator or gradeall in digging ditches, digging trenches and setting pipe, placing bridge timbers, demolition, and digging roots.
2. Loads and hauls various heavy equipment and machinery on low-boy truck and trailer.
3. May operate other equipment such as dump truck, tractor, paint truck and bucket truck with aerial lift.
4. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
5. May supervise and direct the work of other personnel in complex construction and maintenance projects.
6. May advise foreman on capabilities and best utilization of various types of heavy equipment.
7. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operation equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems.
5. May assist mechanic or other repairmen with mechanical repairs.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road
4. Repairs bridges.
5. Performs related manual labor as required.

Knowledge, Skills and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow instructions and counsel with crew members.

6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability; skill in operation of a wide variety of heavy equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of traffic regulations.
10. Defensive driving skills.
11. Knowledge of safety rules, including accident causes and prevention.
12. Must be able to stand all day.
13. Must be able to lift 50 lbs.
14. Knowledge of county policies, procedures, and rules.
15. Knowledge of The Manual of Uniform Traffic Control Devices and how to apply the manual to real world applications.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Willing to travel to pick up material out of area.
3. Willing to respond to callouts when deemed necessary by the Supervisor.

Minimum Qualifications

1. Valid Commercial Driver's License (CDL – Class A) and be insurable by the County's insurance standards.
2. Considerable experience in operating heavy equipment or possess unique skills.

POSITION DESCRIPTION

Title:	Operator Technician IV
Department:	Highway Department – Maintenance Section
Job Analysis:	February 2011, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Assistant Area Supervisor and/or Designated Crew Chief, Area Supervisor, Maintenance Engineer, County Engineer
Subordinate Staff:	Crew assigned by Supervisor/Assistant Area Supervisor
Internal Contacts:	Members of work group and Engineering
External Contacts:	General Public, Police, Other Government Employees
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Must be able to competently operate a minimum of eleven pieces of the following equipment: dump truck, tractor, bush hog, tiller, backhoe/excavator, motor grader, chip spreader, tractor trailer/low boy, bulldozer, front end loader, roller, asphalt spreader, scraper, distributor, paint truck, gradeall, boom mower, or other special skill.

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Supervisor/Assistant Supervisor of equipment failures and may assist with repairs. May assist with bridge maintenance. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment Operators I, II, and III in use of various road equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, leadership, and other skills necessary for efficient operation of the department.

Job Domains

A. Equipment Operator

Minimum of four years experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
   a. Operates a motor grader to perform the most difficult finishing and grading operations;
   b. Performs the full range of operation with bulldozer, front-end loader, scraper, roller, tractor-trailer, power shovel, backhoe, crane, asphalt paver, and other types of heavy equipment;
   c. Operates a soil pan doing earth-moving and rough grading; or
   d. Operates an excavator or gradeall in digging ditches, digging trenches and setting pipe, placing bridge timbers, demolition, and digging roots.
2. Loads and hauls various heavy equipment and machinery on low-boy truck and trailer.
3. May operate other equipment such as dump truck and light tractor.
4. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
5. May supervise and direct the work of other personnel in complex construction and maintenance projects.
6. May advise foreman on capabilities and best utilization of various types of heavy equipment.
7. Required to wear uniforms as directed by the County Engineer.

B. Equipment Maintenance

1. Prior to operation equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems.
5. May assist mechanic or other repairmen with mechanical repairs such as gas engine tuning, repair and overhaul, and ignition, fuel, brake and hydraulic system repair and overhaul.

C. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Patches holes for the Paved Road
4. Repairs bridges.
5. Performs related manual labor as required.

Knowledge, Skills and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow instructions and counsel with crew members.
6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability; skill in operation of a wide variety of heavy equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of traffic regulations.
10. Defensive driving skills.
11. Knowledge of safety rules, including accident causes and prevention.
12. Must be able to stand all day.
13. Must be able to lift 50 lbs.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Have a valid commercial driver license (CDL Class A).
3. Considerable experience in operating heavy equipment or possess unique skills.
4. Willing to travel to pick up material out of area.

POSITION DESCRIPTION

Title:	Operator Technician / CDL Instructor
Department:	Highway Department – Maintenance Section
Job Analysis:	April 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Assistant Area Supervisor, Area Supervisor, Maintenance Manager, Operations Manager, County Engineer
Subordinate Staff:	Crew assigned by Supervisor/Assistant Area Supervisor
Internal Contacts:	Members of work group and Engineering
External Contacts:	General Public, Law Enforcement, Other Government Employees
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Supervisor/Assistant Supervisor of equipment failures, and may assist with repairs. May assist with bridge maintenance. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment operators I, II, and III, in use of various road equipment and serves as CDL Instructor in accordance with applicable Federal Code or County Policy. Serves as crew leader for any work operation deemed necessary by the Area Supervisor or his/her designee.

Job Domains

A. Crew Leader

1. Plans, organizes, schedules, coordinates, supervises, and evaluates the work of assigned crew engaged in construction or maintenance of work operations as deemed necessary by the Area Supervisor or his/her designee.
2. Provides technical assistance to staff as necessary
3. Provides for staff training and development; trains assigned employees in their areas of work including construction and maintenance methods, procedures, or techniques.

4. Ensures adherence to safe work practices and procedures.
5. Participates in long-term planning to assess future needs.
6. Inspects work in progress and upon completion; detects and corrects inefficient utilization of workers and equipment; ensures work conforms to specifications and is in accordance with County policies, operating procedures, and practices.
7. Supervises and participates in in the work of crews engaged in the installation, repair and maintenance of all work assigned.
8. Performs assigned duties as required.

B. Training/Instructor

1. Serves as Theory and Behind-the-Wheel (BTW) instructor for CDL trainees in accordance with Federal Motor Carrier Safety Administration guidelines and applicable Federal Code.
2. Assists in developing CDL training criteria.
3. Must maintain all qualifications and adhere to all requirements as required by Federal Code to maintain CDL Instructor status.

C. Equipment Operator

1. Performs various skilled operations using a variety of heavy equipment such as tractors, motor grader, bulldozer, excavator, front-end loader, scraper, roller, tractor-trailer, lowboy, backhoe, gradall, brush mower, dump truck or other equipment as deemed necessary.
2. Loads and hauls various heavy equipment and machinery on low-boy truck and trailer.
3. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
4. Required to wear uniforms as directed by the County Engineer.

D. Equipment Maintenance

1. Prior to operation of equipment, performs safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Supervisor/Assistant Supervisor of mechanical or safety problems.
5. May assist mechanic or other repairmen with mechanical repairs as deemed necessary by Supervisor.

E. Manual Labor

1. Uses chain saw to cut trees from right-of-way in emergency situations.
2. Uses hand tools for work items as needed.
3. Patches holes for the paved road maintenance
4. Repairs bridges.

5. Performs related manual labor as required.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Ability to effectively and professionally communicate with the general public
3. Ability to instruct and direct other employees.
4. Skills to complete routine forms and records.
5. Skills to understand operator manuals, directives, procedures, and instructions.
6. Skills in basic math to use measuring instruments and ability to perform basic work site layout.
7. Skills to read equipment gauges.
8. Skills to follow instructions and counsel with crew members.
9. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
10. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability, skill in operation of a wide variety of heavy equipment.
11. Knowledge of traffic regulations.
12. Knowledge of proper traffic control in work zones.
13. Defensive driving skills.
14. Knowledge of safety rules, including accident causes and prevention.

Physical Characteristics

1. Body movement to bend, stoop, and move about in an outdoor environment.
2. Ability to stand and work outdoors all day at all times of year.
3. Must be able to lift up to 50lbs.
4. Willing to work overtime and weekends in emergencies or when required.
5. Willing to travel to pick up material out of area.

Minimum Qualifications

1. Have a valid commercial driver license (CDL Class A) with all applicable endorsements required to meet CDL Instructor criteria.
2. Considerable experience in operating heavy equipment or possess unique skills.

POSITION DESCRIPTION

Title: Operator Technician Trainee

Department: Highway Department

Job Analysis: September 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Assistant Area Supervisor, Area Supervisor, Maintenance Engineer, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group

External Contacts: General Public

Status: Classified/Non-Exempt (~~304~~ 306)

Job Summary

Performs routine manual labor which does not require a high degree of skill. May also drive/operate trucks, light tractors or other equipment while in a training status. In most cases, works under immediate direction of an employee of higher grade or a foreman.

Job Domains

A. Manual Labor

1. Uses chain saw to cut trees from right-of-way.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Loads and unloads trucks of soil, construction materials, and supplies.
4. Shovels asphalt, cinders, rocks, soil and other materials.
5. Installs and cleans drainpipes.
6. Patches potholes.
7. Picks up and piles brush, refuse and other materials.
8. Directs traffic at job sites.
9. Performs work around and under bridges.
10. Mows grass, prunes shrubs, rakes grass and removes trash from county property.
11. Performs related manual labor as required.
12. Installs traffic signs for public safety.

13. Required to wear uniforms as directed by County Engineer.

B. Equipment Operation and Maintenance

1. May perform maintenance operations with trucks and light tractors.
2. May drive or operate equipment or vehicles as directed by supervisor while in a training status.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisor or co-workers.
2. Skills to follow verbal instructions.
3. Basic skills in the operation, maintenance and safe use of trucks and light tractors.
4. Knowledge of traffic regulations.
5. Knowledge of safety rules, including accident causes and prevention.
6. Skills to complete routine forms and records.
7. Knowledge of County policies, procedures and rules.

Physical Characteristics

1. See well enough to operate machinery safely.
2. Hear well enough to follow directions from Supervisors.
3. Use of hands and fingers to perform manual work.
4. Physical dexterity sufficient to operate lever, gears, shovels, etc.
5. Body mobility to bend, stoop, move about and perform manual labor in an outdoor environment.
6. Ability to stand and work outdoors all day at all times of year.
7. Must be able to lift up to 50 pounds.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.

Minimum Qualifications

1. Have a valid Alabama driver's license and be insurable by the County's insurance standards. (Commercial Driver's License required for promotion.)

POSITION DESCRIPTION

Title:	Permit/Subdivision Manager
Department:	Highway Department – ~~Construction~~ Permit Section
Job Analysis:	November 2012, August 2015, September 2017, September 2018, August 2019, January 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	~~Construction Manager,~~ County Engineer
Subordinate Staff:	Permit/Subdivision Personnel
Internal Contacts:	BCHD Section Heads and Staff, Planning & Zoning Staff, and other County Employees
External Contacts:	General Public, Municipal Officials, Contractors, Developers, Engineers, Surveyors, ALDOT and other state and local officials, attorneys, and vendors.
Status:	Classified/Exempt (~~S316~~ S319)

Job Summary

The employee is responsible for overseeing and directing reviews and field inspections of subdivision construction permits and various right-of-way permitting including, but not limited to, utility permits, commercial turnout and turn lane permits, license agreements, and expressway connection permits. The employee also manages the County's access management plans for the Baldwin Beach Express and Foley Beach Express. Employee will perform highly responsible and diverse civil engineering tasks.

Job Domains

1. Directs and oversees the review of all Subdivision Construction Permits, Commercial Turn-out Permits, Turn-lane Permits, License Agreements, and Utility permits.
2. Manages the Access Management Plans for both the Baldwin Beach Express and the Foley Beach Express.
3. Oversees the inspections of subdivision construction projects for compliance with the Baldwin County Subdivision Regulations.
4. Coordinates with the Planning and Zoning Department as needed.

5. Attends development pre-application meetings and Planning and Zoning Commission meetings monthly, or as required.
6. Oversees the review of roadway design, drainage calculations, traffic studies, field inspections etc., to ensure compliance with the Baldwin County Subdivision Regulations and other applicable laws and regulations and reports results of subdivision reviews in written and verbal form to the Planning & Zoning Commission.
7. Coordinates Adopt-a-mile requests.
8. Performs drainage designs for maintenance and other County projects.
9. Performs detailed engineering calculations and sizing of drainage structures in accordance with applicable engineering standards.
10. Performs detailed traffic engineering analysis and makes recommendations for roadway capacity and safety improvements.

Miscellaneous

1. Reads literature and attends formal training to improve knowledge and skills for both immediate and long-term application to the job.
2. Attend seminars and conferences related to job domains.
3. Must be highly motivated and organized.
4. Assist with infrastructure inspections as part of disaster recovery efforts.
5. Prepare presentations for the Commission and public as required by the County Engineer.

Knowledge, Skills, and Abilities

1. Verbal skills to direct and supervise subordinates, deal with the public, and handle various requests from the public, other Departments, and Commissioners.
2. Writing skills to prepare reports and presentations.
3. Math skills to accomplish any variety of civil engineering typical problems.
4. Reading skills to read maps, blueprints, technical publications, etc.
5. Skills in planning and scheduling.
6. Knowledge of occupational safety and health requirements.
7. Hear well enough to understand normal conversations.
8. Technical skills to operate complex engineering or GIS related computer programs.
9. Microsoft Office products including Word, Excel, and PowerPoint.
10. Experience with engineering software for storm water modeling and traffic analysis (e.g. HydroCAD, StormCAD, CulvertMaster, HCS, etc.)
11. Knowledge of transportation engineering references (MUTCD, AASHTO Roadside Safety Guide, NCHRP 457, ITE Trip Generation Manual, AASHTO A Policy on the Geometric Design of Highways and Streets, etc.).

Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to attend meetings and other work activities.

Minimum Requirements

1. Bachelor's Degree in Civil Engineering with four (4) years' experience in planning or civil engineering activities preferred.
   ~~Registered as an Engineer Intern in the State of Alabama required.~~
2. Registered as a Professional Engineer in the State of Alabama, or the ability to gain reciprocity, ~~preferred but not~~ required.
3. Possess a valid driver's license and be insurable by the County's insurance standards.
4. CAD and GIS experience preferred but not required.

POSITION DESCRIPTION

Title: Traffic Control Technician I (Stripe Crew Option)

Department: Highway Department – Traffic Operations

Job Analysis: October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group

External Contacts: General Public

Status: Classified/Non-Exempt (~~307~~ 308)

Job Summary

Responsible for carrying out the activities of the Traffic Control paint crew. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domains

A. Operations

1. Operate small portable paint machine to stripe parking lots.
2. Operate epoxy gun to install pavement markers.
3. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.
4. Willing to assist the paving/mowing, sign and signal crews as needed.
5. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Operation and Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, make adjustments to ensure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisor or co-workers.
2. Skills to follow verbal instructions.
3. Basic skills in the operation, maintenance and safe use of trucks and tractors.
4. Knowledge of traffic regulations.
5. Knowledge of safety rules, including accident causes and prevention.
6. Skills to complete routine forms and records.
7. Knowledge of County policies, procedures and rules.

Physical Characteristics

1. See well enough to operate machinery safely.
2. Hear well enough to follow directions from Supervisors.
3. Use of hands and fingers to perform manual work.
4. Physical dexterity sufficient to operate lever, gears, shovels, etc.
5. Body mobility to perform maintenance and operate various types of equipment and perform basic manual labor.
6. Ability to stand all day
7. Ability to lift 50 pounds.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Required to wear uniforms as directed by the County Engineer.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Have a valid driver's license (Commercial Driver's License required for promotion) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Traffic Control Technician II (Sign Option)
Department:	Highway Department – Traffic Operations
Job Analysis:	September 2017, September 2018, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer
Subordinate Staff:	None
Internal Contacts:	Members of Work Group, Engineering Personnel
External Contacts:	General Public, Emergency Responders and Other Government Employees
Status:	Classified/Non-Exempt (~~308~~ 309)

Job Summary

To successfully complete any job/duty deemed necessary by the Traffic Operations Manager or Crew Chief. Work involves the following: physical placement of traffic signs as required throughout the county while ensuring all signage meets MUTCD Standards. Placement of detours as needed. Performing complex traffic control operations.

Capturing data on all signage with County issued tablets to ensure GIS is updated. This requires general skills and knowledge to operate computers and software programs.
Willing to assist other crews within the department as needed.

Job Domain

A. Operations

1. Operate sign truck with aerial bucket to install traffic control signs including post driver and puller.
2. Operate sign truck with aerial bucket to trim limbs and precisely cut brush as needed.
3. May operate other equipment as deemed necessary by Supervisor.
4. May operate other equipment such as asphalt spreader, roller, paint truck or tractor.

5. Perform routine manual labor on other crews as needed.
6. Ensure that all signs are in proper placement by current MUTCD standards.
7. Ensure that all traffic control operations meet current MUTCD standards.
8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. Perform light maintenance and servicing in connection with equipment operated.
3. Notify supervisor of mechanical or safety problems.
4. May assist mechanic or other repairmen with mechanical repairs.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills to operate computers and software programs.
4. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
5. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
6. Knowledge of traffic regulations.
7. Familiar with ALDOT standard drawings and how to apply these standards to real world applications.
8. Familiar with *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 lbs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Willing to work overtime and non-standard hours.
2. Willing to travel for schools and training.

3. Assist in Disaster Recovery efforts as needed.
4. Willing to assist the paving crew/mowing crew, stripe crew and signal crew.
5. Required to wear uniforms as directed by County Engineer.

Minimum Qualifications

1. One (1) year experience in Traffic Control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Traffic Control Technician II (Stripe Crew Option)
Department:	Highway Department - Traffic Operations
Job Analysis:	September 2017, September 2018, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer
Subordinate Staff:	None
Other Internal Contacts:	Members of Work Group, Engineering Personnel
External Contacts:	General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees
Status:	Classified/Non-Exempt (~~308~~ 309)

Job Summary

Responsible for carrying out the activities of the Traffic Control paint crew. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domain

A. Operations

1. Operate paint truck to put traffic markings on county roads.
2. Operate small portable paint machine to stripe parking lots.
3. Operate epoxy gun to install pavement markers.
4. Operate bucket truck with aerial lift to repair traffic control signal lights.
5. Maintain traffic control devices including minor repairs and bulb repairs/replacements.
6. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.
7. Willing to assist the paving/mowing, sign and signal crews as needed.
8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
4. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
5. Knowledge of traffic regulations.
6. Familiar with ALDOT standard drawings and how to apply these standards to real world applications.
7. Familiar with *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
8. Knowledge of safety rules including accident causes and prevention.
9. Ability to work independently without close supervision.
10. Knowledge of county policies, procedures and rules.
11. Knowledge of traffic signals and their basic operations and how to troubleshoot basic problems and repair them.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 lbs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by the County Engineer.
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Three (3) years' experience in Traffic Control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Traffic Control Technician III (Sign Option)
Department:	Highway Department – Traffic Operations
Job Analysis:	September 2017, September 2018, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Traffic Operations Manager, Construction Manager, County Engineer
Subordinate Staff:	Crew assigned by Supervisor
Other Internal Contacts:	Members of work group, Engineering Personnel
External Contacts:	General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees
Status:	Classified/Non-Exempt (~~309~~ 310)

Job Summary

Responsible for serving as crew leader to carry out the activities of the Traffic Control sign crew. Work involves the following: physical placement of traffic signs as required throughout the county while insuring all signage meets MUTCD Standards. Placement of detours as needed. Performing complex traffic control operations.

Capturing data on all signage with County issued tablets to ensure GIS is updated. This requires general skills and knowledge to operate computers and software programs.
Willing to assist other crews within the department as needed.

Job Domain

A. Operations

1. Operate sign truck to install traffic control signs including post driver and puller.
2. Operate sign truck with aerial bucket to trim limbs and precisely cut brush as needed.
3. May operate other equipment as deemed necessary by Supervisor.
4. May operate other equipment such as the asphalt spreader, roller, paint truck or tractor.
5. Perform routine manual labor on other crews as needed.

6. Ensure that all signs are in proper placement by current MUTCD standards.
7. Ensure that all traffic control operations meet current MUTCD standards.
8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. Perform light maintenance and servicing in connection with equipment operated.
3. Notify supervisor of mechanical or safety problems.
4. May assist mechanic or other repairmen with mechanical repairs.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills to operate computers and software programs.
4. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
5. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
6. Knowledge of traffic regulations.
7. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
8. Knowledge of *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 pounds, use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by County Engineer.
2. Willing to work overtime and non-standard hours as needed.
3. Willing to travel for school and training.

4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Five (5) years' experience in Traffic Control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Traffic Control Technician III (Stripe Crew Option)
Department:	Highway Department – Traffic Operations
Job Analysis:	September 2017, September 2018, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer
Subordinate Staff:	None
Internal Contacts:	Members of Work Group, Engineering Personnel
External Contacts:	General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees
Status:	Classified/Non-Exempt (~~309~~ 310)

Job Summary

Responsible for substituting as crew leader to carry out the activities of the Traffic Control paint crew when needed. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domain

A. Operations

1. Operate paint truck to put traffic markings on county roads.
2. Operate small portable paint machine to stripe parking lots.
3. Operate epoxy gun to install pavement markers.
4. Operate bucket truck with aerial lift to repair traffic control signal lights.
5. Maintain traffic control devices and perform minor or basic repairs on traffic signals.
6. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.
7. Willing to assist the paving/mowing, sign and signal crews as needed.
8. Willing to respond to callouts when deemed necessary by the supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
4. Skills to complete striping cost estimates that include labor, material and equipment.
5. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
6. Knowledge of traffic regulations.
7. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
8. Knowledge of *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.
12. Knowledge of traffic signals and their basic operations and how to troubleshoot basic problems and repair them.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 Ibs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by the County Engineer.
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Five (5) years' experience in traffic control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Traffic Control Technician IV (Signal Crew Option)
Department:	Highway Department – Traffic Operations
Job Analysis:	September 2017, September 2018, October 2019, April 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Traffic Operations Manager, Construction Manager, County Engineer.
Subordinate Staff:	Crew assigned by Supervisor
Internal Contacts:	Members of Work Group, Engineering Personnel
External Contacts:	General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Serve as a working leader performing complex installation, programming, monitoring, preventative maintenance and repair of electronically controlled and coordinated traffic control systems. Also, may serve as crew leader to carry out the activities of the Traffic Control Stripe crew as needed. Work will also include assisting the Traffic Operations Manager with daily activities. Work includes, but is not limited to: reviewing daily activity sheets, inspecting finished work for compliance with specifications, keeping up with sign and paint inventory, planning and scheduling crews, assist with complex traffic control operations and assist all crews within the department when deemed necessary. Capturing data on all signals with County issued tablets to ensure GIS is updated. This requires general skills and knowledge to operate computers and software programs.

Job Domain

A. Operations

1. Evaluate, diagnose, schedule, and complete repairs to defects and malfunctions of traffic signals. Work may include repairs to traffic signal cabinets, traffic signal controllers,

overhead signal equipment and conducting inspections/performing preventative maintenance.
2. Respond to and perform repairs to after hour emergency situations relating to traffic signals or signs.
3. Create and file daily reports, maintenance logs, signal timing charts and inventory records for future use.
4. Coordinate and inspect work performed by external contractors involved in the construction and alteration of traffic signals.
5. Order and stock an operational spare traffic signal inventory.
6. Operate paint truck to put traffic markings on county roads.
7. Operate small portable paint machine to stripe parking lots.
8. Operate epoxy gun to install pavement markers.
9. Operate bucket truck with aerial lift to repair traffic control signal lights.
10. May operate other equipment such as the asphalt spreader, roller or tractors.
11. Willing to assist the stripe, paving/mowing or sign crews as needed.
12. Maintain traffic control devices and perform minor or basic repairs on traffic signals.
13. Assist Traffic Operations Manager with various daily activities as needed.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Knowledge of The Manual of Uniform Traffic Control Devices (MUTCD), National Electric Manufacture Association (NEMA) and IMSA- International Municipal Signal Association. Relating to common principles, practices, equipment, materials, and methods used in the installation, operation, repair and maintenance of traffic control devices and signage.
2. Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.
3. Use and care of hand powered tools and equipment.
4. Skills to communicate information to supervisors and co-workers.
5. Skills to complete routine forms and records.
6. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
7. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
8. Knowledge of traffic regulations.
9. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
10. Knowledge of safety rules including accident causes and prevention.
11. Ability to work independently without close supervision.

12. Ability to operate computers / GPS Devices
13. Knowledge of county policies, procedures and rules.
14. Knowledge of traffic signals and their basic operations and how to troubleshoot basic problems and repair them.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs in live traffic, stoop and move in an outdoor environment with the potential of encountering wildlife, operate equipment, walk behind an asphalt spreader and shovel asphalt, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 lbs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by the County Engineer.
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Five (5) years' experience in traffic signals, preferred.
2. Five (5) years of traffic control experience, preferred.
3. Traffic Signal Field Technician Level 1, preferred.
4. Valid Commercial Driver's License (CDL – Class B) preferred and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Traffic Control Technician IV (Stripe Crew Option)
Department:	Highway Department – Traffic Operations
Job Analysis:	September 2017, September 2018, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Traffic Operations Manager, Construction Manager, County Engineer
Subordinate Staff:	Crew assigned by Supervisor
Internal Contacts:	Members of Work Group, Engineering Personnel
External Contacts:	General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Serve as crew leader to carry out the activities of the Traffic Control Stripe crew as needed. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domain

A. Operations

1. Operate paint truck to put traffic markings on county roads.
2. Operate small portable paint machine to stripe parking lots.
3. Operate epoxy gun to install pavement markers.
4. Operate bucket truck with aerial lift to repair traffic signal lights if needed.
5. Maintain traffic control devices and perform minor or basic repairs on traffic signals.
6. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.
7. Willing to assist the paving/mowing, sign and signal crews as needed.

8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Use and care of hand powered tools and equipment.
2. Skills to communicate information to supervisors and co-workers.
3. Skills to complete routine forms and records.
4. Skills to complete striping cost estimates that include labor, material and equipment.
5. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
6. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
7. Knowledge of traffic regulations.
8. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.
12. Knowledge of The Manual of Uniform Traffic Control Devices and how to apply the manual to real world applications.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conservation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 Ibs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

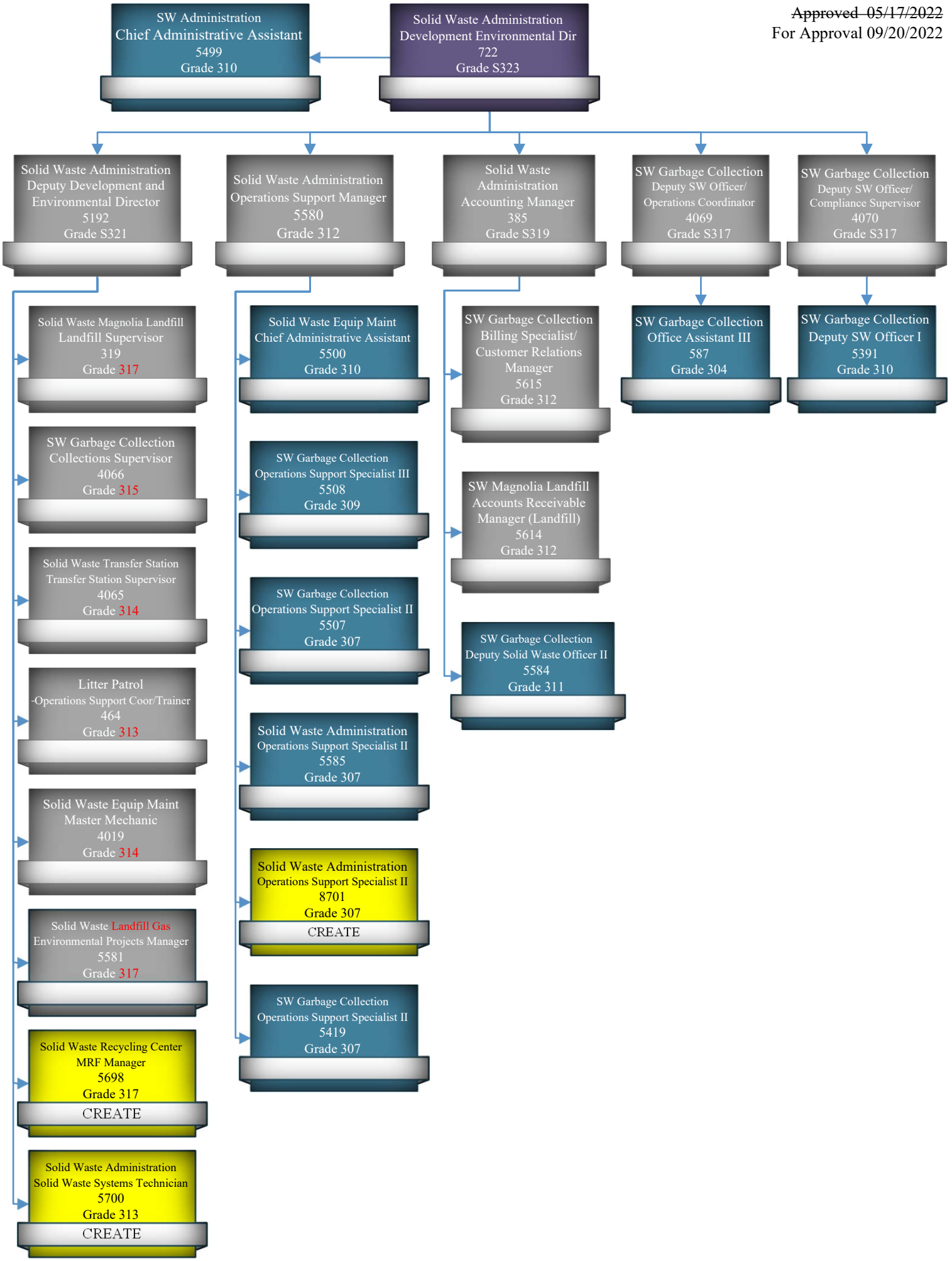
Other Characteristics

1. Required to wear uniforms as directed by the County Engineer.
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

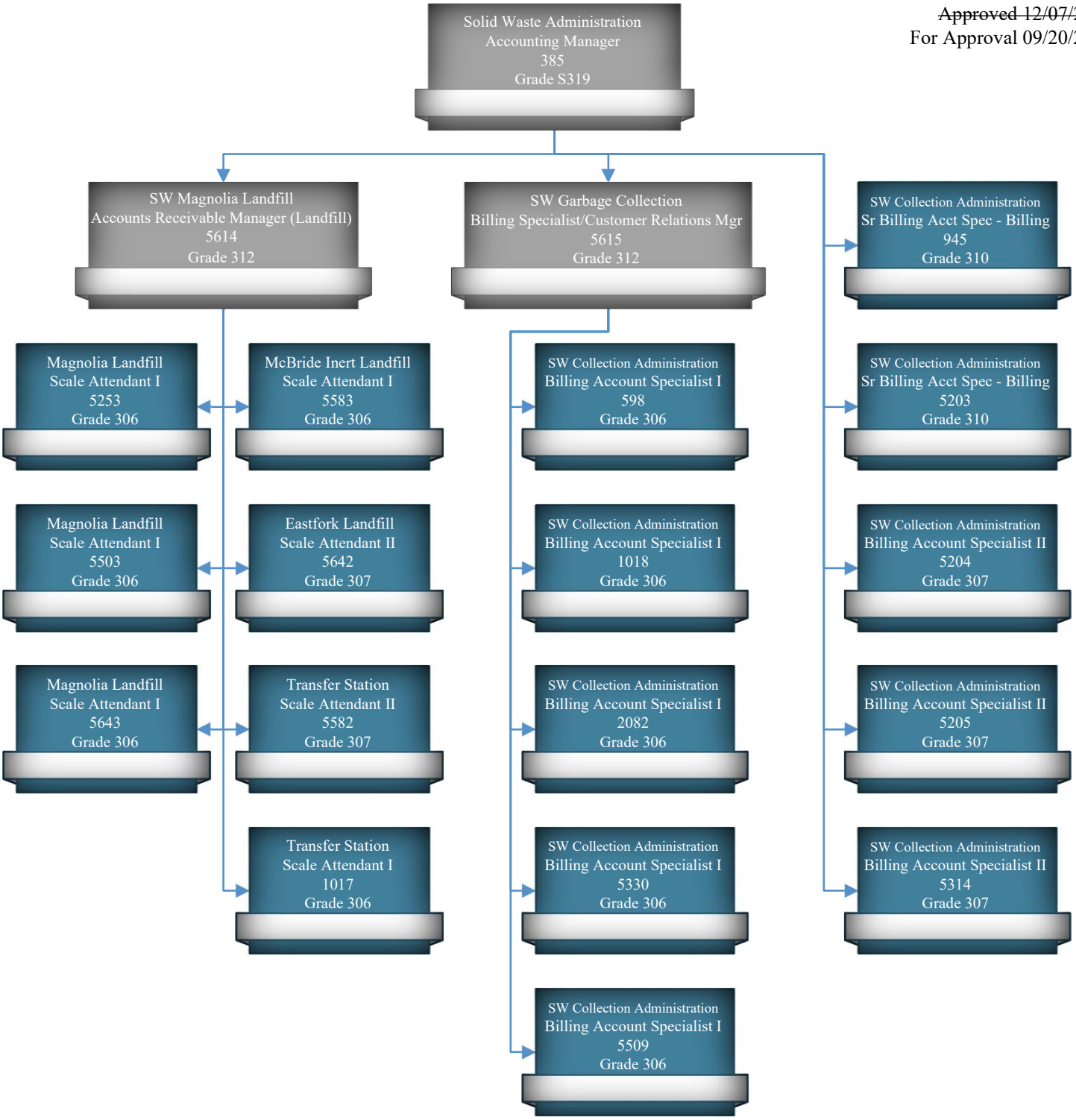
Minimum Qualifications

1. Five (5) years' experience in traffic signals preferred, but not required.
2. Valid Commercial Driver's License (CDL – Class A) and be insurable by the County's insurance standards.

~~Approved 05/17/2022~~
For Approval 09/20/2022



~~Approved 12/07/2021~~
For Approval 09/20/2022



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For Approval 09/20/2022



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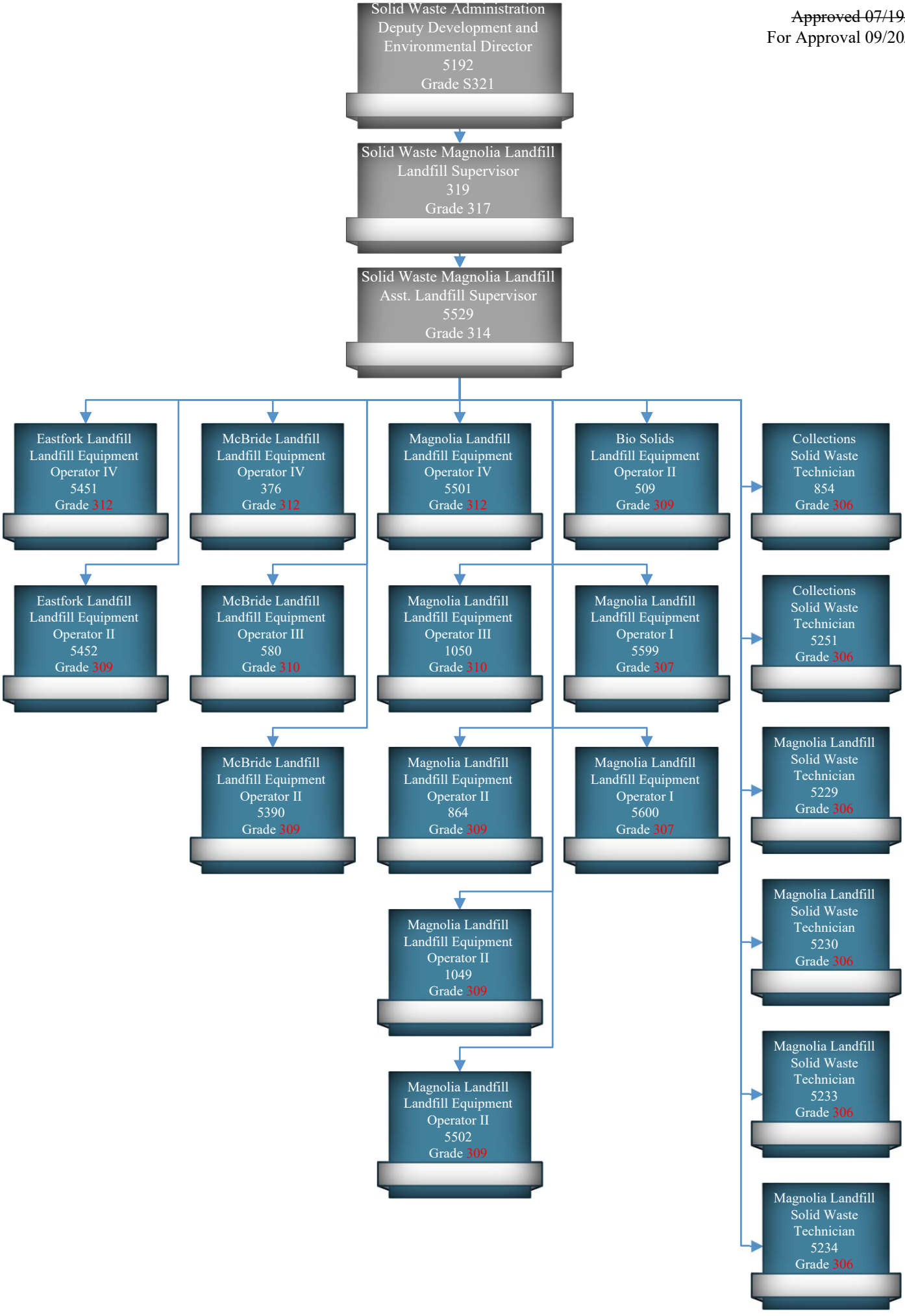
For Approval 09/20/2022



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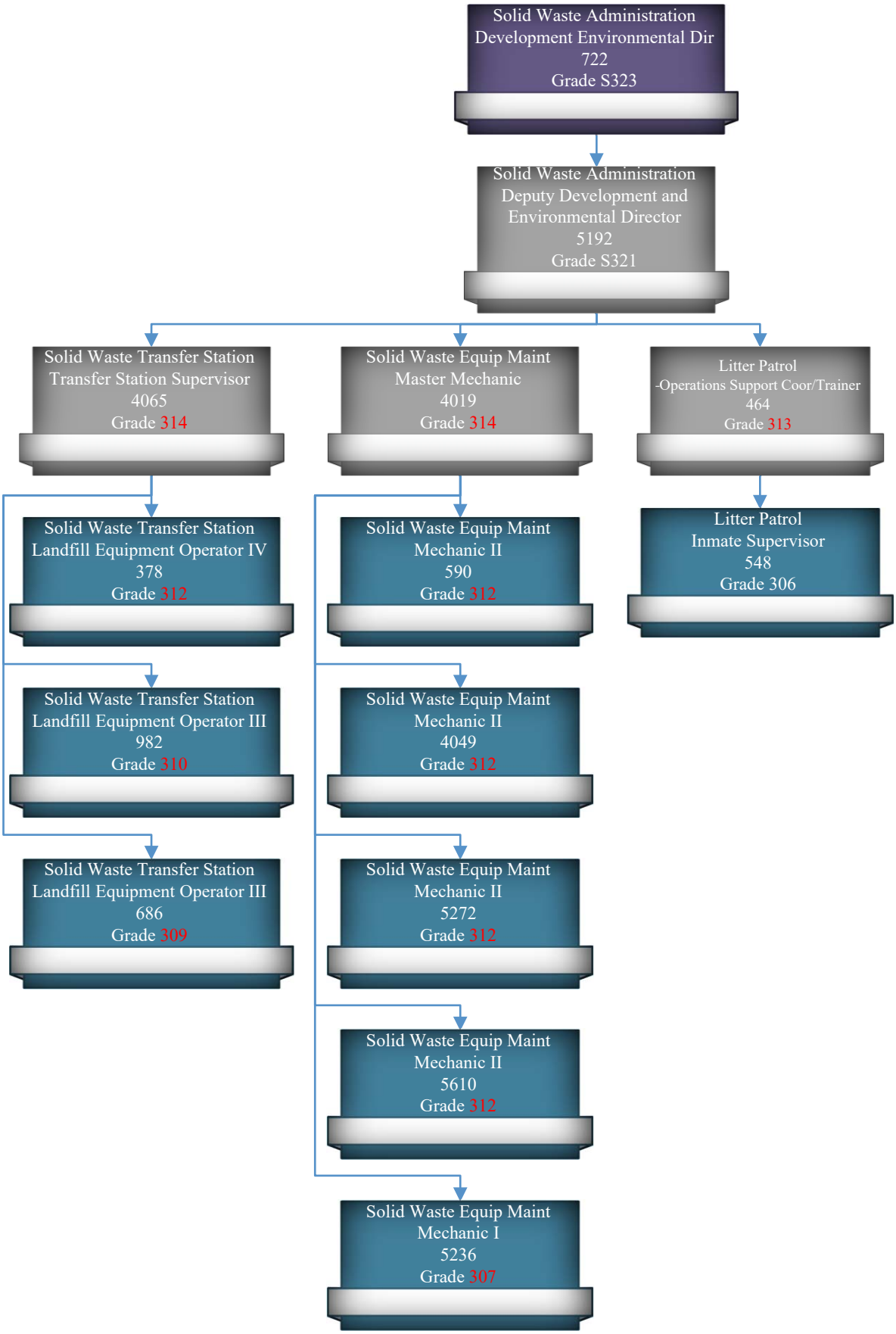
For Approval 09/20/2022



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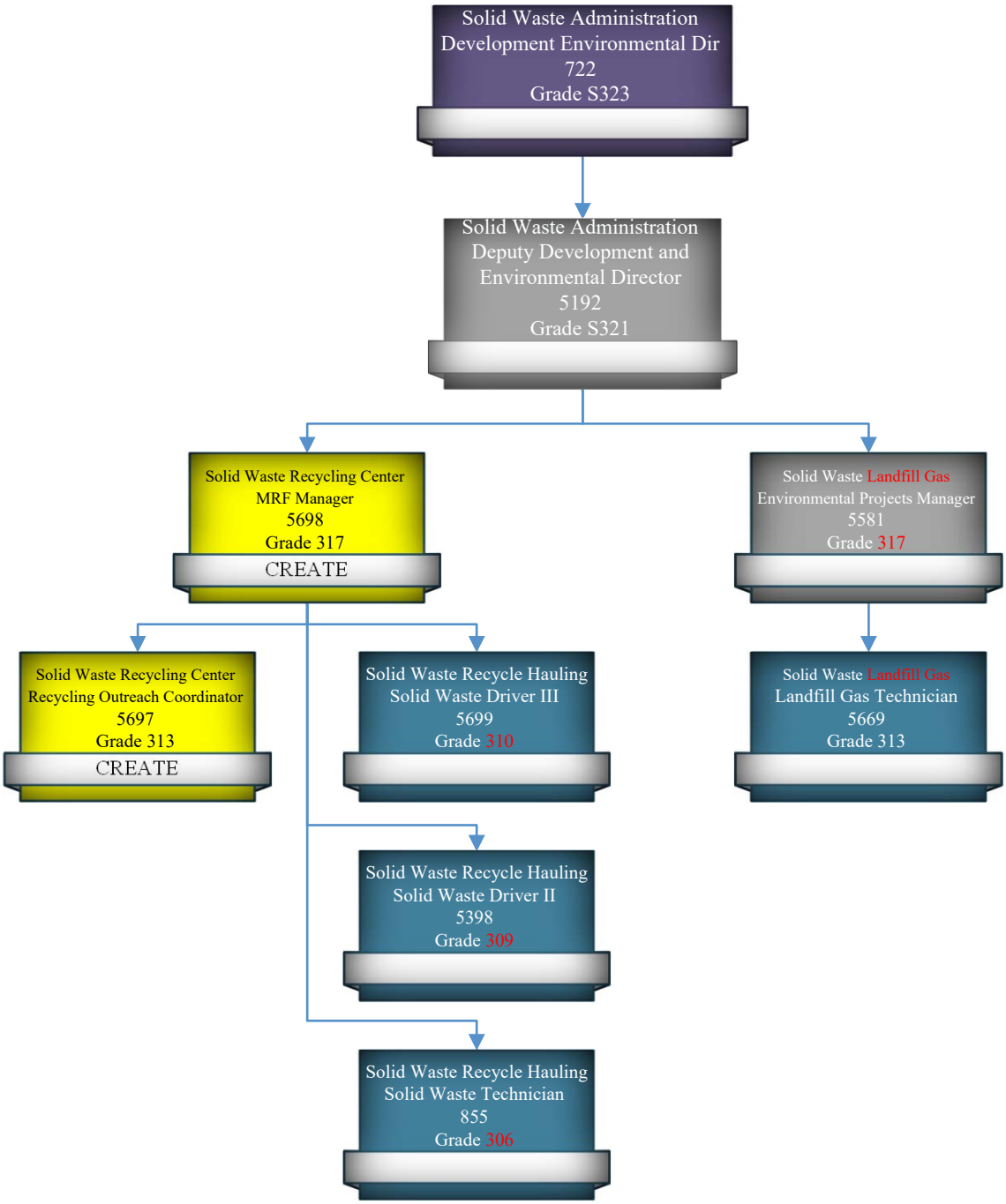

POSITION DESCRIPTION

Title: Assistant Collections Supervisor

Department: Solid Waste

Job Analysis: February 2011, September 2013, September 2017, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Collections Supervisor

Subordinate staff: Solid Waste Driver I, Solid Waste Driver II, Solid Waste Driver III, Solid Waste Technicians, Laborers

Internal Contacts: Department employees, division managers and Commissioners

External contacts: General Public

Status: Classified/Non-Exempt (~~313~~ 314)

Job Summary

Responsible for directing the activities of all area Waste Collection crews. Waste Collection areas are divided into North Baldwin, headquartered at the Bay Minette Transfer Station, and South Baldwin, headquartered at the Magnolia Landfill. An Assistant Collections Supervisor will drive/operate Department collection trucks as needed.

Responsible for planning, directing and coordinating the work of other subordinate employees. General direction is usually received from Collections Supervisor. The employee has considerable latitude to use discretion in establishing work priorities, schedules, and related assignments. The employee will exercise independent judgment in carrying out assignments.

An employee in this job is frequently exposed to outside weather conditions, wet and/or humid conditions, toxic or caustic chemicals, and has the risk of electrical shock.

Job Domains

A. Supervision

1. Supervises daily work routines of collection crews and subordinate staff.
2. Monitors work in progress and makes on the spot corrections when necessary.

3. Inspects finished work for compliance with specifications.
4. Plans, organizes, directs, and evaluates work of employees.
5. Makes certain all services are up to standard.
6. Establish and maintain recyclable program.
7. Makes adjustment in assignments, procedures, and schedules.
8. Participates in selection of personnel; trains and instructs employees.
9. Enforces safety rules and other accident prevention measures.

B. Planning and Coordinating

1. Plans and schedules routes and collection activities.
2. Assists in developing budget.
3. Assigns work to subordinates.
4. Plans for necessary maintenance and repairs of equipment.
5. Trains solid waste drivers on routes as well as collections.
6. Prepares various reports concerning personnel, equipment, and materials.
7. Coordinates work assignments with other operations.

C. Miscellaneous

1. Reads literature and attends formal training to improve knowledge and skills for both immediate and long-term application to the job.
2. Maintains good public relations with citizens who live in assigned collection area which includes answering public complaints pertaining to County services.
3. Maintains operational records; prepares operational performance and other reports.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Must be proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.
2. Must possess skills to operate a communication device.
3. Verbal skills to effectively communicate with public in a courteous manner.
4. General knowledge of area helpful to aid in locating pickup routes.
5. Writing skills to clearly and neatly complete reports as needed.
6. Extensive knowledge of the principles, methods and practices used in the specific area.
7. Thorough knowledge of materials, equipment, techniques, and tools used in the specific area of operation.
8. General knowledge of safety hazards, safety measures to be observed and safety regulations for the specific area of operation.
9. General knowledge of department rules, regulations, and procedures.
10. Ability to estimate amounts of material and equipment required for a project.
11. Ability to communicate clearly, both orally and in writing.
12. Math skills to fill out gas logs, time sheets and payroll records.
13. Reading skills to read maps, etc.

Physical Characteristics

1. Ability to stand, sit, climb, balance, stoop, crouch, and crawl.
2. Specific vision abilities include close, distance, color and peripheral vision and depth perception.
3. The ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.
4. The ability to use hands and fingers to hold or feel, reach with hands and arms, walk, talk, smell, and hear.

Other Characteristics

1. Willing to work overtime and weekends when necessary.
2. Willing to attend meetings and other work activities after work hours.

Minimum Qualifications

1. Must possess a valid, Commercial Driver's license, Class "B" minimum and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title:	Assistant Landfill Supervisor
Department:	Solid Waste
Job Analysis:	July 2009, November 2011, January 2020, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Landfill Supervisor
Subordinate staff:	Operators, Solid Waste Technicians, Inmate Labor
Internal Contacts:	Director, Deputy Director, and Department Staff
External contacts:	ADEM Regulators/Inspectors, Health Dept., Engineers, Private Contractors, General Public
Status:	Classified/ Non-Exempt (~~313~~ 314)

Job Summary

This is a management position with direct responsibilities for environmental management, regulatory enforcement, and compliance management. Promote technical and managerial guidance to the Landfill Supervisor. The Assistant Landfill Supervisor will fill in if the Landfill Supervisor is absent.

Job Domains

A. Management

1. Supervise the daily work routines of the Eastfork Landfill, MacBride Landfill, and Magnolia Landfill.
2. Assist Landfill Supervisor with scheduling of new disposal area and closure of existing disposal areas.
3. Inspect all sites with Landfill Supervisor to ensure that new work complies with both Federal and State regulations, codes and permits.
4. Assists and provides the Landfill Supervisor with both technical assistance and direction in all responsible areas.
5. Monitor and maintain constructed wetlands, stormwater and aeration ponds, leachate pumps and piping corridors to insure proper operation.

6. Operate equipment and trucks as needed.

B. Planning and Coordination

1. Review and analyze daily work and make recommendations to Landfill Supervisor to improve operational efficiencies.
2. Conduct organizational studies and evaluations to prepare operational and procedure directions.

C. Miscellaneous

1. Attend training and support Landfill Operator's Certification with continuing education as necessary.
2. Assist the Landfill Supervisor in developing short-range and long-term plans for the Landfills, Composting and BioSolids operations.
3. Strive to continually improve the good relations with citizens of Baldwin County.

Knowledge, Skills, and Abilities

1. Skills to direct and supervise subordinates and deal with the public in conflict resolution as necessary.
2. Writing and oratorical skills necessary to make reports to the Landfill Supervisor.
3. Knowledge of applicable occupational safety, health, regulatory requirements, codes and permits.
4. Planning and scheduling skills to provide guidance to contractors, vendors, and other professionals.
5. Ability to conduct meetings over small groups.

Other Characteristics

1. Must work non regular hours when necessary.
2. Willingness to attend meetings and other work activities after normal working hours.

Minimum Qualifications

1. Valid Alabama commercial driver's license.
2. Three (3) years' experience in supervision and management of others
3. Three (3) years' experience with heavy equipment operation.

POSITION DESCRIPTION

Title: Collections Supervisor

Department: Solid Waste

Job Analysis: Feb 2011, Sept 2013, Oct 2015, Sept 2017, July 2021, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Development & Environmental Director, Deputy Development & Environmental Director

Subordinate Staff: Assistant Collections Supervisor, Solid Waste Driver I, Solid Waste Driver II, Solid Waste Driver III, Solid Waste Technicians

Internal Contacts: Department Employees, Division Managers, and Commissioners

External Contacts: General Public

Status: Classified/Non-Exempt (~~314~~ 315)

Job Summary

Responsible for directing the activities of all area Waste Collection crews, with the assistance of an Assistant Collections Supervisor. Waste Collection areas are divided into North Baldwin, headquartered at the Bay Minette Transfer Station, and South Baldwin, headquartered at the Magnolia Landfill. An Assistant Collections Supervisor may at times be headquartered at the Bay Minette Transfer Station to assist the Collections Supervisor. Work involves supervision of several types of heavy equipment operation as well as unskilled labor activities as well as planning and scheduling of waste pickup.

Responsible for planning, directing and coordinating the work of other subordinate employees. General direction is usually received from department administration. The employee has considerable latitude to use discretion in establishing work priorities, schedules, and related assignments. The employee will exercise independent judgment in carrying out assignments.

An employee in this job is frequently exposed to outside weather conditions, wet and/or humid conditions, toxic or caustic chemicals, and has the risk of electrical shock.

Job Domains

A. Supervision

1. Supervises daily work routines of collection crews, heavy equipment operators and laborers.
2. Monitors work in progress and makes on the spot corrections when necessary.
3. Inspects finished work for compliance with specifications.
4. Plans, organizes, directs, and evaluates work of employees.
5. Makes certain all services are up to standard.
6. Establish and maintain recyclable program.
7. Makes adjustments in assignments, procedures and schedules.
8. Participates in selection of personnel; trains and instructs employees.
9. Enforces safety rules and other accident prevention measures.

B. Planning and Coordinating

1. Plans and schedules routes and collection activities.
2. Assists in developing budget.
3. Assigns work to subordinates.
4. Plans for necessary maintenance and repairs of equipment.
5. Trains solid waste drivers on routes as well as collections.
6. Prepares various reports concerning personnel, equipment, and materials.
7. Coordinates work assignments with other operations.

C. Miscellaneous

1. Reads literature and attends formal training to improve knowledge and skills for both immediate and long-term application to the job.
2. Maintains good public relations with citizens who live in assigned collection area which includes answering public complaints pertaining to County services.
3. Maintains operational records; prepares operational performance and other reports.
4. Assists in preparation of budget.
5. Liaison with other governmental agencies.

Knowledge, Skills, and Abilities

1. Thorough knowledge of materials, equipment, techniques, and tools used in the specific area of operation.
2. General knowledge of safety hazards, safety measures to be observed and safety regulations for the specific area of operation.
3. General knowledge of department rules, regulations, and procedures.
4. General knowledge of Federal, State, and other regulatory agency rules effecting the operation.
5. Ability to plan, assign, and effectively supervise work of employees.

6. Ability to establish and maintain effective working relationships with associates and the general public.
7. Ability to establish and maintain a system of records, which are both clear and concise.
8. Writing skills to prepare clear and concise reports.
9. Ability to interpret and explain County policies and department procedures to employees.
10. Ability to estimate amounts of material and equipment required for a project.
11. Ability to communicate clearly, both orally and in writing.
12. Math skills to grade stakes, fill out gas logs, time sheets and payroll records.
13. Reading skills to read maps, etc.
14. Ability to use hands and fingers to hold or feel, reach with hands and arms, walk, talk, smell and hear.
15. Ability to stand, sit, climb, balance, stoop, crouch, and crawl.
16. Specific vision abilities include close, distance, color and peripheral vision and depth perception.
17. The ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Other Characteristics

1. Willing to work overtime and weekends when necessary.
2. Willing to attend meetings and other work activities after work hours.

Minimum Requirements

1. Have a valid Commercial Driver's License and be insurable by the County's insurance standards.
2. Required extensive knowledge in planning, organizing, staffing, training, and scheduling the work of subordinates.

POSITION DESCRIPTION

Title: Environmental Projects Manager

Department: Solid Waste

Job Analysis: May 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Deputy Development & Environmental Director

Subordinate Staff: Gas Technicians, Landfill Equipment Operators, Solid Waste Technicians, Inmate Labor

Internal Contacts: Department Employees, Division Managers, and Commissioners

External Contacts: General Public, Consultants, Contractors, Vendors

Status: Classified/Non-Exempt (~~315~~ 317)

Job Summary

This position manages Department Engineering and Environmental Programs to include Methane Gas System, Landfill Disposal Units, Leachate System, Storm Water System, and other Facility Processes and Supporting Infrastructure. This position also oversees compliance and construction for the previously mentioned areas. The Environmental Projects Manager provides technical recommendations and guidance to Department Administration.

Job Domains

A. Supervision

1. Manages Consulting Services and Contractors related to Environmental Monitoring and Construction.
2. Assist Department Administration with budgeting and scheduling construction necessary for the Department.
3. Inspect all sites and coordinates with engineers and contractors to ensure that new work complies with Federal, State, and Local regulations, codes and permits.
4. Assist and provide Department Administration and other Division Managers with both technical assistance and direction in all responsible areas.

5. Monitor and maintain constructed wetlands, storm water and aeration ponds, leachate pumping systems, and methane gas recovery and processing systems.
6. Develop and maintain training programs for subordinates.

A. Planning and Coordination

1. Review, analyze and suggest improvements to Department Administration related to operational efficiencies.
2. Oversee landfill gas extraction system maintenance activities including flare system maintenance, condensate pump station maintenance, and other system components.
3. Conduct organizational studies and evaluations to prepare operational and procedure directions.
4. Provides technical assistance and guidance for all areas of environmental management for the citizens of Baldwin County.

B. Miscellaneous

1. Complete training and continuing education as necessary to achieve and maintain Operator Certifications required by Federal, State, and Local regulations.
2. Coordinate Subordinate Staff to achieve and maintain Operator Certifications required by Federal, State, and Local regulations.
3. Strive to continually improve the good relations with citizens of Baldwin County.

Knowledge, Skills, and Abilities

1. Thorough knowledge of materials, equipment, techniques and tools used in the specific area of operation.
2. General knowledge of safety hazards, safety measures to be observed and safety regulations for the specific area of operation.
3. General knowledge of department rules, regulations, and procedures.
4. General knowledge of Federal, State and other regulatory agency rules effecting the operation.
5. Ability to plan, assign, and effectively supervise work of employees.
6. Ability to establish and maintain effective working relationships with associates and the general public.
7. Ability to establish and maintain a system of records, which are both clear and concise.
8. Writing skills to prepare clear and concise reports.
9. Ability to interpret and explain County policies and department procedures to employees.
10. Ability to estimate amounts of material and equipment required for a project.
11. Ability to communicate clearly, both orally and in writing.
12. Math skills to grade stakes, fill out gas logs, time sheets and payroll records.
13. Reading skills to read maps, etc.
14. Ability to use hands and fingers to hold or feel, reach with hands and arms, walk, talk, smell and hear.
15. Ability to stand, sit, climb, balance, stoop, crouch, and crawl.

16. Specific vision abilities include close, distance, color and peripheral vision and depth perception.
17. The ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Other Characteristics

1. Willing to work overtime and weekends when necessary.
2. Willing to attend meetings and other work activities after work hours.

Minimum Qualifications

1. Bachelor's degree in engineering, environmental science, or a closely related field.
2. Five (5) years of experience in supervision and management of others, including budget responsibilities.
3. Three (3) years of experience in environmental or related field.
4. Three (3) years of experience with Landfill Methane Gas Systems.
5. Valid driver's license.

A combination of education and pertinent experience may be considered as a substitute for education requirement.

Preferred Qualifications

1. Professional Engineer License (PE)
2. Class "B" or higher commercial driver's license.
3. Alabama Landfill Operator's Certification
4. SWANA Manager of Landfill Operations Certification (MOLO)

POSITION DESCRIPTION

Title: Landfill Equipment Operator I

Department: Solid Waste

Job Analysis: September 2011, October 2015, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Landfill Supervisor/Transfer Station Supervisor

Subordinate Staff: None

Internal Contacts: Landfill Supervisor & Staff

External Contacts: General Public & Contract Haulers

Status: Classified/Non-Exempt (~~306~~ 307)

Job Summary

Operates various types of landfill heavy equipment under the supervision of experienced operator. Performs routine maintenance under direction and supervision of experienced operator and maintenance personnel.

Job Domains

A. Equipment Operator

1. Operates landfill heavy equipment under close supervision of Landfill Supervisor/Transfer Station Supervisor and/or experienced operators.
2. Drives dump truck hauling various materials.
3. Operates off road dump truck, wheel loader, dozer and farm tractor with bushhog and box blade.
4. Operates other equipment as directed to improve operating skills and diversity, when assigned.
5. Continuously monitors location of general public.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.

2. While equipment is being operated, continuously monitor gauges and other indicators for non-standard conditions.
3. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems. May assist with mechanical failure repairs.

C. Manual Labor

1. Performs related manual labor as required to maintain landfill in best operation conditions.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors and co-workers.
2. Skills to clearly and neatly complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow verbal instruction.
6. *Knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. *Knowledge of safety rules, including accident causes and prevention.

Other Characteristics

1. Willing to work overtime and weekends.

Minimum Requirements

1. Have a valid driver's license with a minimum Class B CDL.
2. Preferred experience in performing the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.

POSITION DESCRIPTION

Title: Landfill Equipment Operator II

Department: Solid Waste (Transfer Station)

Job Analysis: September 2011, October 2015, November 2016, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Transfer Station Supervisor

Subordinate Staff: Landfill Equipment Operator I

Internal Contacts: Transfer Station Supervisor, Operator III, Scale Operator, Solid Waste Driver, Solid Waste Technician

External Contacts: General Public & Contract Haulers

Status: Classified/Non-Exempt (~~308~~ 309)

Job Summary

Operates various types of heavy equipment in the performance of all landfill operations. Performs inspections on equipment and handles daily problems to insure continuous operations of landfill. Assists in overseeing performance and training of Equipment Operators I.

Job Domains

A. Equipment Operator

1. Performs complex and difficult operations using one or more of the following:
    a. Operates a dozer D-6 or equivalent and compactor.
    b. Performs the full range of operations with bulldozer, rubber tire loader, off road dump truck, tractor-trailer, farm tractor with box blade and bushhog, windrow turner, track hoe, and other types of heavy equipment.
2. Loads and hauls various equipment and machinery on lowboy truck and trailer.
3. May operate other equipment such as dump truck and light tractor.
4. Trains other employees on all types of heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
5. May supervise and direct the work of other personnel to ensure that landfill permit requirements are maintained.

6. Advise Landfill Supervisor/Transfer Station Supervisor on capabilities and best utilization of various types of heavy equipment.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical repairs.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors and co-workers.
2. Skills to clearly and neatly complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures, and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow verbal instruction and counsel with crew members.
6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability, skill in operation of a wide variety of landfill equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of safety rules, including accident causes and prevention.
10. *Skilled in proper procedure for mixing compost to ensure maximum quality with minimum odor.
11. *Skilled in monitoring windrows for moisture content, turning schedule and blending of rows and screen time.

Other Characteristics

1. Willing to work overtime and weekends.

Minimum Requirements

1. Have a valid driver’s license with a minimum Class A CDL.
2. Considerable experience in operating landfill equipment including the full range of operations with bulldozer, rubber tire loader, off road dump truck, tractor-trailer, farm tractor with box blade and bushhog, windrow turner, track hoe, and other types of heavy equipment.

POSITION DESCRIPTION

Title: Landfill Equipment Operator II

Department: Solid Waste

Job Analysis: September 2011, October 2015, June 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Landfill Supervisor

Subordinate Staff: None

Internal Contacts: Landfill Supervisor, Landfill Operator IV, Landfill Operator III, Solid Waste Technician, Solid Waste Department Truck Driver, & Scale Operator

External Contacts: General Public & Private Haulers

Status: Classified/Non-Exempt (~~308~~ 309)

Job Summary

Operates various types of heavy equipment in the performance of landfill operations. Performs inspections on equipment and addresses daily problems to ensure continuous operations of landfill. Assists in overseeing performance and training of Solid Waste Technicians.

Job Domains

A. Equipment Operator

1. Performs complex and difficult operations using one or more of the following: bulldozer, track loader, rubber tire loader, off road dump truck, hydraulic excavator, farm tractor, and other various types of heavy equipment.
2. May operate other equipment such as a highway truck / tractor-trailer requiring a commercial driver's license.
3. Trains other employees on heavy equipment with emphasis on difficult and/or complex operations to fully use equipment capabilities.
4. May advise and direct the work of other personnel to ensure that landfill operations and permit requirements are maintained.

5. Advise Landfill Supervisor on capabilities and best utilization of various types of heavy equipment.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical repairs.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to clearly and neatly complete routine forms and records.
3. Skills to understand operator manuals, directives, procedures, and instructions.
4. Skills in basic math to use measuring instruments and to read equipment gauges.
5. Skills to follow verbal instruction and counsel with crew members.
6. Substantial knowledge of practices applied in the use of a wide variety of heavy equipment for various maintenance and construction operations.
7. Skills in the operation of heavy equipment to permit maximum utilization of equipment capability, skill in operation of a wide variety of landfill equipment.
8. Ability to instruct and direct other employees.
9. Knowledge of safety rules, including accident causes and prevention.

Other Characteristics

1. Willing to work overtime and weekends.

Minimum Requirements

1. A valid driver's license with a minimum commercial designation of Class B; or a valid driver's license, five (5) years of experience working in landfill operations, and a valid Alabama Landfill Operator's Certification.
2. Considerable experience in operating various types of heavy equipment such as the following: bulldozer, track loader, rubber tire loader, off road dump truck, farm tractor, hydraulic excavator.

POSITION DESCRIPTION

Title:	Landfill Equipment Operator III
Department:	Solid Waste (Transfer Station)
Job Analysis:	September 2011, October 2015, November 2016, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Transfer Station Supervisor
Subordinate Staff:	Landfill Equipment Operator I, Landfill Equipment Operator II
Internal Contacts:	Transfer Station Supervisor, Scale Operator, Solid Waste Driver, Solid Waste Technician
External Contacts:	General Public & Contract Haulers
Status:	Classified/Non-Exempt (~~309~~ 310)

Job Summary

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Landfill Supervisor/Transfer Station Supervisor of equipment failures and may assist with repairs. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment, Operators I and II in use of various landfill operational equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, to provide leadership, and other skills necessary for efficient operation and continual compliance with landfill permit requirements.

Job Domains

A. Equipment Operator

Minimum of four (4) years' experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
    a. Performs the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.

b. May operate other equipment such as dump truck and light tractor.

2. Trains other employees on all types of heavy equipment relative to landfill operations with emphasis on difficult and/or complex operations so as to fully utilize equipment capabilities.
3. May supervise and direct the work of other personnel at other locations such as C & D, Recycle and Bio Solids.
4. Advise Landfill Supervisor/Transfer Station Supervisor on capabilities and best utilization of various types of heavy equipment.
5. Ability to operate rubber tire loader with confidence in a confined area while loading private vehicles for the general public.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical checks such as gas engine tuning, ignition, fuel, brake, and hydraulic system monitoring.

C. Manual Labor

1. Performs manual labor as required.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors, inspectors, Operators I & II, scale house personnel and general public.
2. Skilled on completing routine forms and records.
3. Skilled on understanding operator manuals, directives, procedures, and instructions.
4. Skilled in basic math to use measuring instruments and reading equipment gauges.
5. Skills to instruct and counsel with Operators I & II.
6. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability, skilled in operation of a wide variety of landfill operational support equipment.
7. Knowledge of safety rules, including accidents, causes and prevention.
8. *Skilled in proper procedure for mixing compost to ensure maximum quality with minimum odor.
9. *Skilled in monitoring windrows for moisture content, turning schedule and blending of rows and screen time.

Other Characteristics

1. Willing to work overtime and weekends.
2. Ability to supervise subordinate staff and assume responsibility in absence of immediate supervisor.

Minimum Requirements

1. Have a valid driver's license with a minimum Class A CDL.
2. Considerable experience in operating specialized landfill equipment.
3. Four (4) years' experience in performing the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
4. Possesses communication skills to promote the county's policy of good will to the general public at the landfill.

POSITION DESCRIPTION

Title:	Landfill Equipment Operator III
Department:	Solid Waste
Job Analysis:	September 2011, October 2015, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Landfill Supervisor/Transfer Station Supervisor
Subordinate Staff:	None
Internal Contacts:	Landfill Supervisor, Operator I, Operator II, Operator IV, Scale Operators
External Contacts:	General Public & Contract Haulers
Status:	Classified/Non-Exempt (~~309~~ 310)

Job Summary

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Landfill Supervisor/Transfer Station Supervisor of equipment failures and may assist with repairs. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment, Operators I and II in use of various landfill operational equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, to provide leadership, and other skills necessary for efficient operation and continual compliance with landfill permit requirements.

Job Domains

A. Equipment Operator

Minimum of four (4) years' experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
    a. Performs the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.

b. May operate other equipment such as dump truck and light tractor.

2. Trains other employees on all types of heavy equipment relative to landfill operations with emphasis on difficult and/or complex operations so as to fully utilize equipment capabilities.
3. May supervise and direct the work of other personnel at other locations such as C & D, Recycle and Bio Solids.
4. Advise Landfill Supervisor/Transfer Station Supervisor on capabilities and best utilization of various types of heavy equipment.
5. Ability to operate rubber tire loader with confidence in a confined area while loading private vehicles for the general public.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical checks such as gas engine tuning, ignition, fuel, brake, and hydraulic system monitoring.

C. Manual Labor

1. Performs manual labor as required.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors, inspectors, Operators I & II, scale house personnel and general public.
2. Skilled on completing routine forms and records.
3. Skilled on understanding operator manuals, directives, procedures, and instructions.
4. Skilled in basic math to use measuring instruments and reading equipment gauges.
5. Skills to instruct and counsel with Operators I & II.
6. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability, skilled in operation of a wide variety of landfill operational support equipment.
7. Knowledge of safety rules, including accidents, causes and prevention.
8. *Skilled in proper procedure for mixing compost to ensure maximum quality with minimum odor.
9. *Skilled in monitoring windrows for moisture content, turning schedule and blending of rows and screen time.

Other Characteristics

1. Willing to work overtime and weekends.
2. Ability to supervise subordinate staff and assume responsibility in absence of immediate supervisor.

Minimum Requirements

1. Have a valid driver's license with a minimum Class B CDL.
2. Considerable experience in operating specialized landfill equipment.
3. Four (4) years' experience in performing the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
4. Possesses communication skills to promote the county's policy of good will to the general public at the landfill.

POSITION DESCRIPTION

Title: Landfill Equipment Operator IV

Department: Solid Waste (Transfer Station)

Job Analysis: March 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Transfer Station Supervisor

Subordinate Staff: Landfill Equipment Operator I, Landfill Equipment Operator II, Landfill Equipment Operator III, Solid Waste Technician

Internal Contacts: Transfer Station Supervisor, Scale Operator, Solid Waste Driver, Landfill Equipment Operators, Solid Waste Technician

External Contacts: General Public & Contract Haulers

Status: Classified/Non-Exempt (~~311~~ 312)

Job Summary

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Landfill Supervisor/Transfer Station Supervisor of equipment failures and may assist with repairs. Occasionally performs routine manual labor. Assists in overseeing performance and training of equipment, Operators II and III in use of various landfill operational equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, to provide leadership, and other skills necessary for efficient operation and continual compliance with landfill permit requirements.

Job Domains

A. Equipment Operator
Minimum of five (5) years' experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
    a. Performs the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
    b. May operate other equipment such as dump truck and light tractor.

2. Trains other employees on all types of heavy equipment relative to landfill operations with emphasis on difficult and/or complex operations so as to fully utilize equipment capabilities.
3. May supervise and direct the work of other personnel Transfer Station and other locations such as C & D, Recycle and Bio Solids.
4. Advise Landfill Supervisor/Transfer Station Supervisor on capabilities and best utilization of various types of heavy equipment.
5. Ability to operate rubber tire loader with confidence in a confined area while loading private vehicles for the general public.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical checks such as gas engine tuning, ignition, fuel, brake and hydraulic system monitoring.

C. Manual Labor

1. Performs manual labor as required.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors, inspectors, Operators II & III, scale house personnel and general public.
2. Skilled on completing routine forms and records.
3. Skilled on understanding operator manuals, directives, procedures and instructions.
4. Skilled in basic math to use measuring instruments and reading equipment gauges.
5. Skills to instruct and counsel with Operators II & III.
6. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability; skilled in operation of a wide variety of landfill operational support equipment.
7. Knowledge of safety rules, including accidents, causes and prevention.
8. *Skilled in proper procedure for mixing compost to insure maximum quality with minimum odor.
9. *Skilled in monitoring windrows for moisture content, turning schedule and blending of rows and screen time.

Other Characteristics

1. Willing to work overtime and weekends.
2. Ability to supervise subordinate staff and assume responsibility in absence of immediate supervisor.

Minimum Requirements

1. Have a valid driver's license with a minimum Class A CDL.
2. Considerable experience in operating specialized landfill equipment.
3. Five (5) years' experience in performing the full range of operations with fifth wheel tractor /trailer trucks, bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
4. Possesses communication skills to promote the county's policy of good will to the general public at the landfill.

POSITION DESCRIPTION

Title:	Landfill Equipment Operator IV
Department:	Solid Waste
Job Analysis:	September 2011, October 2015, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Landfill Supervisor/Transfer Station Supervisor
Subordinate Staff:	None
Internal Contacts:	Landfill Supervisor, Operator I, Operator II, Operator III, and Scale Operators
External Contacts:	General Public & Contract Haulers
Status:	Classified/Non-Exempt (~~311~~ 312)

Job Summary

Operates various types of heavy equipment or has demonstrated unique skills in the performance of complex and difficult construction and maintenance activities. Performs maintenance inspection on assigned equipment, notifies Landfill Supervisor/Transfer Station Supervisor of equipment failures and may assist with repairs. Occasionally performs routine manual labor. Assists in overseeing performance and training of Equipment Operators I, II, and III in use of various landfill operational equipment. Consideration will be given when unusual circumstances prevail such as working without supervision, to provide leadership, and other skills necessary for efficient operation and continual compliance with landfill permit requirements.

Job Domains

A. Equipment Operator
Minimum of five (5) years' experience in one or more of the following:

1. Performs complex and difficult operations using one or more of the following equipment:
   a. Performs the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
2. May operate other equipment such as dump truck and light tractor.

3. Trains other employees on all types of heavy equipment relative to landfill operations with emphasis on difficult and/or complex operations so as to fully utilize equipment capabilities.
4. May supervise and direct the work of other personnel at other locations such as C & D, Recycle and Bio Solids.
5. Advise Landfill Supervisor/Transfer Station Supervisor on capabilities and best utilization of various types of heavy equipment.
6. Ability to operate rubber tire loader with confidence in a confined area while loading private vehicles for the general public.

B. Equipment Maintenance

1. Prior to operating equipment, performs safety and maintenance inspections of assigned equipment.
2. While equipment is being operated, continuously monitors gauge and other indicators for non-standard conditions.
3. Performs light maintenance and servicing in connection with equipment operated.
4. Notifies Landfill Supervisor/Transfer Station Supervisor of mechanical or safety problems.
5. May assist repairman with mechanical checks such as gas engine tuning, ignition, fuel, brake and hydraulic system monitoring.

C. Manual Labor

1. Performs manual labor as required.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors, inspectors, operators I, II, and III, scale house personnel and general public.
2. Skilled on completing routine forms and records.
3. Skilled on understanding operators' manuals, directives, procedures, and instructions.
4. Skilled in basic math to use measuring instruments and reading equipment gauges.
5. Skills to instruct and counsel with operators I, II, and III.
6. Very high skill level in the operation of equipment assigned to permit maximum utilization of equipment capability, skilled in operation of a wide variety of landfill operational support equipment.
7. Knowledge of safety rules, including accidents, causes and prevention.
8. *Skilled in proper procedure for mixing compost to ensure maximum quality with minimum odor.
9. *Skilled in monitoring windrows for moisture content, turning schedule and blending of rows and screen time.

Other Characteristics

1. Willing to work overtime and weekends.
2. Ability to supervise subordinate staff and assume responsibility in absence of immediate supervisor.

Minimum Requirements

1. Have a valid driver's license with a minimum Class B CDL.
2. Considerable experience in operating specialized landfill equipment.
3. Five (5) years' experience in performing the full range of operations with bulldozer, landfill compactor, rubber tire loader, grinder, windrow turner and other types of heavy equipment.
4. Possesses communication skills to promote the county's policy of good will to the general public at the landfill.

POSITION DESCRIPTION

Title: Landfill Supervisor

Department: Solid Waste

Job Analysis: September 2011, September 2013, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Deputy Development & Environmental Director

Subordinate staff: Landfill Equipment Operators, Solid Waste Technicians, Inmate Labor

Internal contacts: Solid Waste Department Staff and Commission Staff

External contacts: ADEM Regulators/Inspectors, Health Dept., Engineers, Private Contractors, General Public

Status: Classified/Non-Exempt (~~S317~~ 317)

Job Summary

This is a management position with direct responsibilities for environmental management, regulatory enforcement, and compliance management. Promotes environmental awareness through education and citizen interaction, as well as, providing technical and managerial guidance to the Baldwin County Commission.

Job Domains

A. Management

1. Supervise the daily work routines of Eastfork Landfill, MacBride Landfill, and Magnolia Landfill.
2. Assist Department Administration with scheduling construction of new disposal units and closure of existing disposal units.
3. Inspect all sites and coordinates with engineers and contractors to ensure that new work complies with Federal, State, and Local regulations, codes and permits.
4. Assist and provide Department Administration and other Division Managers with both technical assistance and direction in all responsible areas.
5. Monitor and maintain constructed wetlands, storm water and aeration ponds, leachate pumping systems, and methane gas recovery and processing systems.
6. Develop and maintain training programs for subordinate staff.

B. Planning and Coordination

1. Review, analyze and suggest improvements to Department Administration related to operational efficiencies.
2. Conduct organizational studies and evaluations to prepare operational and procedure directions.
3. Provides technical assistance and guidance for all areas of environmental management for the citizens of Baldwin County.

C. Miscellaneous

1. Complete training and continuing education as necessary to achieve and maintain Operator Certifications required by Federal, State, and Local regulations.
2. Coordinate Subordinate Staff to achieve and maintain Operator Certifications required by Federal, State, and Local regulations.
3. Strive to continually improve the good relations with citizens of Baldwin County.

Knowledge, Skills, and Abilities

1. Skills to direct and supervise subordinates and deal with the public in conflict resolution as necessary.
2. Writing and oratorical skills necessary to make reports to the County Commission, County Administrator, and the Public.
3. Knowledge of applicable occupational safety, health, regulatory requirements, codes and permits.
4. Planning and scheduling skills to provide guidance to contractors and other professionals.
5. Ability to conduct meetings over large and small groups.

Other Characteristics

1. Must work non-regular hours when necessary.
2. Willingness to attend meetings and other work activities after normal working hours.

Minimum Qualifications

1. Bachelor's degree in engineering, environmental science, or a closely related field.
2. Five (5) years of experience in supervision and management of others, including budget responsibilities.
3. Three (3) years of experience in environmental or related field.
4. Valid driver's license and be insurable by the County's insurance standards.

A combination of education and pertinent experience may be considered as a substitute for requirements.

Preferred Qualifications

1. Professional Engineer License (PE)
2. Class "B" or higher commercial driver's license
3. Alabama Landfill Operator's Certification
4. SWANA Manager of Landfill Operations Certification (MOLO)

POSITION DESCRIPTION

Title: Master Mechanic – Solid Waste

Dept: Solid Waste

Job Analysis: Sept 2011, Sept 2013, Sept 2017, Oct 2019, Sept 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Deputy Development and Environmental Director

Subordinate staff: Mechanics, Laborers, Inmate Labor

Internal contacts: Department Supervisors, Office Staff, Purchasing Staff

External contacts: Equipment and Parts Suppliers

Status: Classified/Non-Exempt (~~313~~ 314)

Job Summary

Assist County mechanics with major mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment owned and operated by the Baldwin County Commission, using standard practices and equipment of the automotive trade. Operates some heavy equipment. Must be able to train other County mechanics and lend support when called upon. Must be able to supervise mechanics, mechanic helpers and laborers working non-standard hours.

Job Domains

A. Automotive Repair and Maintenance

1. Tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetors, fuel injectors, and replacement of ignitions systems.
2. Assist mechanic in removing and disassembling major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors and water pumps, and fuel injection pumps.
5. Rewires ignition system, lights, and instrument panel.

6. Turns drums, realigns, and adjusts brakes, aligns front end, repairs or replaces shock absorbers.
7. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
8. Troubleshoots hydraulic system and replace hydraulic pumps and hydraulic cylinders.
9. Check and repair electric pressurized and air operated power take off systems.
10. Assemble hydraulic hose and replace when necessary.
11. Troubleshoot and repair electric systems.
12. Capable of using computer diagnostic equipment on engines.
13. Must be capable of checking and replacing turbo chargers.
14. Capable of diagnosing and repairing air brake systems and air brakes.
15. Experience in checking and repairing air conditioning systems.
16. Capable of repairing refuse bodies and related hydraulic systems.

B. Heavy Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds, and maintains heavy construction equipment such as motor graders, backhoes, bulldozers, landfill compactors, etc.
2. Assist mechanics in replacing defective engines and subassemblies.
3. Assists with replacing or repairing major components, attachments or implements such as blades, tracks compressors, etc.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as requested by mechanic.
6. Tests repaired equipment to ensure operating efficiency.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Verbal skills to communicate information to supervisors and co-workers.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.

10. Knowledge of safety rules, including accident causes and prevention.
11. *Knowledge of first aid procedures.
12. Ability of work independently without close supervision.
13. Knowledge of county policies, procedures, and rules.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations may be made.)

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 100 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

Other Characteristics

1. Willing to work non-standard hours when necessary.
2. Willing to provide personal hand tools.
3. Willing to travel to pick up parts and materials out of area.

Minimum Qualifications

1. Have a valid driver's license and Class "B" CDL and be insurable by the County's insurance standards.
2. Five (5) years' experience in automotive and heavy equipment repairs and maintenance preferred.

POSITION DESCRIPTION

Title: Mechanic I

Department: Solid Waste

Job Analysis: February 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Master Mechanic, Mechanic II

Subordinate staff: Solid Waste Tech, Inmate Labor

Internal contacts: Members of work group

External contacts: None

Status: Classified/Non-Exempt (~~306~~ 309)

Job Summary

Assist mechanic in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, replacement of coil, condenser, breaker points.
2. Assist mechanic in removing and disassembling major units such as engine, transmission, differential; inspects part for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors, and pumps.
5. Rewires ignition system, lights, and instrument panels.
6. Turns drums, realigns, and adjusts brakes, aligns front end, repairs, or replaces shock absorbers.
7. Replaces and adjusts headlights and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.

8. Must have experience on air brake systems.
9. Must have experience on hydraulic systems.

B. Heavy Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds, and maintains heavy construction equipment such as motor graders, backhoes, bulldozers, etc.
2. Assist mechanic in replacing defective engines and subassemblies.
3. Assists with replacing or repairing major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as requested by mechanic.
6. Tests repaired equipment to ensure operating efficiency.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors and coworkers.
2. Skills to clearly and neatly complete routine forms and order parts.
3. Skills to understand equipment and maintenance manuals, parts lists, and instructions.
4. Skills to understand precision gauges to measure and fit parts.
5. Skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in analyzing and diagnosing problems in automotive equipment.
9. Knowledge of safety rules, including accident causation and prevention.
10. Ability to work independently without close supervision.

Minimum Qualifications

1. Willing to obtain Class B driver's license.
2. Willing to travel to pick up parts and material out of area.
3. Willing to work overtime and weekends in emergencies.
4. Willing to provide personal hand tools.
5. Experience in automotive repairs and maintenance.
6. Willing to work evening shift.

POSITION DESCRIPTION

Title: Mechanic II

Department: Solid Waste

Job Analysis: September 2011, September 2013, October 2019, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Master Mechanic

Subordinate staff: Mechanic I, Laborers, Inmate Labor

Internal contacts: Members of work group

External contacts: None

Status: Classified/Non-Exempt (~~311~~ 312)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment. Must have a minimum of three (3) years mechanic experience. Must have a valid CDL Class B driver's license.

Job Domains

A. Automotive Repair and Maintenance

1. Analyzes, diagnoses and tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, replacement of coil, condenser, breaker points.
2. Removes and disassembles major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors, and pumps.
5. Rewires ignition system, lights, and instrument panels.
6. Turns drums, realigns, and adjusts brakes, aligns front end, repairs or replaces shock absorbers.

7. Must have experience on air brake systems.
8. Must have experience on hydraulic systems.
9. Must be capable of trouble shooting electrical system.
10. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
11. Performs additional repairs as needed.

B. Heavy Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds, and maintains heavy construction equipment such as motor graders, backhoes, bulldozers, etc.
2. Replaces defective engines and subassemblies.
3. Replaces or repairs major components, attachments or implements such as blades, tracks, compressors, etc.
4. Must be capable of trouble shooting hydraulic system.
5. Must be capable of rebuilding hydraulic cylinders and hydraulic pumps.
6. Must be capable of trouble shooting and rebuilding power take off systems, hydraulic operated, air operated and electrical power take off units.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as needed.
6. Tests repaired equipment to ensure operating efficiency.
7. Supervises assistant mechanic and other area personnel performing equipment maintenance.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Verbal skills to communicate information to supervisors and coworkers.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, and instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.

9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.
10. Knowledge of safety rules, including accident causation and prevention.
11. *Knowledge of first aid procedures.
12. Ability to work independently without close supervision.
13. Knowledge of county policies, procedures and rules.

Physical Characteristics

(In case of physical handicap, reasonable accommodations will be made.)

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 100 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

Other Characteristics

1. Willing to work overtime and weekends in emergencies.
2. Willing to provide personal hand tools.
3. Willing to travel to pick up parts and material out of area.
4. Willing to work evening shift.

Minimum Qualifications

1. Have a valid driver's license with CDL Class "B".
2. Must have a minimum of three (3) years mechanic experience.

POSITION DESCRIPTION

Title: Operations Support Coordinator / Trainer

Department: Solid Waste

Job Analysis: May 2022, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Deputy Development & Environmental Director

Subordinate staff: Inmate Supervisors, Inmates, Solid Waste Technicians

Internal contacts: Solid Waste Department Employees, Staff of Various County Departments,

External contacts: General Public, Department of Corrections Staff, Various Vendors

Status: Classified/Non-Exempt (~~311~~ 313)

Job Summary

Job consists of coordinating and monitoring activities of Roadside Litter Contractor. Assigns daily duties to the Inmate Supervisors. Responsible for monitoring the progress of work and scheduling tasks for Community Corrections Participants. General responsibilities include patrolling county roads to determine roadside trash to be collected, moving furniture and related items for various County departments, and distributing / retrieving voting machines for elections. Responsible for maintaining records of daily weights of waste or litter collected and miles traveled. Trainer duties consist of conducting operational and safety training with Drivers and Driver Candidates. CDL instructional duties shall be in accordance with applicable Federal Code and County Policy. Makes operational and safety observations and conducts inspections as necessary.

Job Domains

A. Supervising/Managing

1. Assigning tasks.
2. Assigning materials and equipment to complete tasks.
3. Following up on assigned tasks.
4. Communicate with the Citizens of Baldwin County and other County personnel.

B. Managing/Coordinating

1. Making certain assigned duties are performed.
2. Checking for work and extra assignments for the next workday.
3. Appropriate Computer and phone skills.
4. Coordinating and monitoring activities of Roadside Litter Contractor.

C. Training/Instructor

1. Serves as Theory and Behind-the-Wheel (BTW) instructor for CDL trainees in accordance with Federal Motor Carrier Safety Administration guidelines and applicable Federal Code.
2. Assists in developing CDL training criteria.
3. Must maintain all qualifications and adhere to all requirements as required by Federal Code to maintain CDL Instructor status.

Knowledge, Skills, and Abilities

1. Computer knowledge.
2. Good phone skills.
3. Ability to communicate with the Citizens of Baldwin County and various Baldwin County staff in other departments in a positive, professional manner.
4. Managerial / supervisory skills.

Physical Characteristics

1. See well enough to read and write.
2. Hear well enough to respond to verbal communications.
3. Speak well enough to answer questions in a polite, courteous manner.
4. Body movement of mobility to bend, move, stand, and lift.
5. Physical demands described are representative of those that must be met to successfully perform the essential functions of the job.
6. Must have the ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Minimum Qualifications

1. Must possess a valid, Commercial Driver's license, Class "B" minimum and be insurable by County insurance standards.
2. Minimum of three (3) years' experience in Driver capacity.
3. Proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.

POSITION DESCRIPTION

Title: Solid Waste Driver I

Department: Solid Waste

Job Analysis: Feb 2011, Dec 2012, Sept 2013, Sept 2017, Sept 2022

Note:Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Collections Supervisor, Assistant Collections Supervisor

Subordinate Staff: Solid Waste Technicians

Internal Contacts: Solid Waste Department Staff

External Contacts: General Public

Status: Classified/ Non-Exempt (~~307~~ 308)

Job Summary

Solid Waste Driver is responsible for picking up, transporting and safe disposal of garbage and waste materials in a timely, scheduled manner. Driver is responsible for the supervision of county laborers who ride on the back of garbage trucks but will ride on the back of garbage trucks when necessary.

Job Domains

A. Solid Waste Driver

1. Provides for pick up and safe disposal of refuse and waste materials.
2. Assures that route is completed in a timely, scheduled manner within a 40-hour workweek.
3. Assists with other routes as needed.
4. Operates a two-way radio in garbage truck to receive instructions from dispatcher.
5. Follows scheduled routes or makes authorized changes to pick up schedule as needed.
6. Transports load to disposal area and assists in dumping truck when route is complete.
7. Will ride on the back of the garbage trucks and dump garbage carts when required to complete routes.

B. Supervision

1. Accepts responsibility for garbage truck and cargo at all times.
2. Prepares appropriate reports as required.
3. Supervises Solid Waste Technicians and Laborers who ride on the garbage trucks.
4. Maintains VCR (Vehicle Condition Report) in a responsible manner.
5. Maintains fuel consumption, mileage, and maintenance records in a responsible manner.
6. Provides timely response to route audit requests.

Knowledge, Skills, and Abilities

1. Must possess skills to communicate via a two-way radio.
2. Verbal skills to effectively communicate with public in a courteous manner.
3. General knowledge of area helpful to aid in locating pickup routes.
4. Writing skills to clearly and neatly complete reports as needed.

Physical Characteristics

1. See well enough to read and write.
2. Hear well enough to respond to verbal communications.
3. Speak well enough to answer questions in a polite, courteous manner.
4. Body movement of mobility to bend, move, stand, and lift.
5. Physical demands described are representative of those that must be met to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
6. Must be able to lift garbage cart.

Minimum Qualifications

1. Must possess a valid, Commercial Driver's license, Class "B" minimum and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Solid Waste Driver II

Department: Solid Waste

Job Analysis: September 2017, September 2022

Note:Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Collections Supervisor, Assistant Collections Supervisor

Subordinate Staff: Solid Waste Technicians, Solid Waste Driver I

Internal Contacts: Solid Waste Department Staff

External Contacts: General Public

Status: Classified/Non-Exempt (~~308~~ 309)

Job Summary

Solid Waste Driver II is responsible for picking up, transporting and safe disposal of garbage and waste materials in a timely, scheduled manner. Driver is responsible for the supervision of Solid Waste Technicians, who ride on the back of garbage trucks but will ride on the back of garbage trucks when necessary.

Job Domains

A. Solid Waste Driver II (Minimum of three (3) years' experience in Driver capacity)

1. Provides for pick up and safe disposal of refuse and waste materials.
2. Assures that route is completed in a timely, scheduled manner within a 40-hour workweek.
3. Assists with other routes as needed.
4. Operates a communications device in truck to receive instructions from dispatcher.
5. Follows scheduled routes or makes authorized changes to pick up schedule as needed.
6. Transports load to disposal area and assists in dumping truck when route is complete.
7. Will ride on the back of the garbage trucks and dump garbage carts when required to complete routes.

B. Supervision

1. Accepts responsibility for truck and cargo at all times.
2. Prepares appropriate reports as required.
3. Supervises Solid Waste Technicians and Laborers who ride on the garbage trucks.
4. Maintains VCR (Vehicle Condition Report) in a responsible manner.
5. Maintains fuel consumption, mileage, and maintenance records in a responsible manner.
6. Provides timely response to route audit requests.

Knowledge, Skills, and Abilities

1. Must possess skills to communicate via a two-way radio.
2. Verbal skills to effectively communicate with public in a courteous manner.
3. General knowledge of area helpful to aid in locating pickup routes.
4. Writing skills to clearly and neatly complete reports as needed.

Physical Characteristics

1. See well enough to read and write.
2. Hear well enough to respond to verbal communications.
3. Speak well enough to answer questions in a polite, courteous manner.
4. Body movement of mobility to bend, move, stand, and lift.
5. Physical demands described are representative of those that must be met to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
6. Must have the ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Minimum Qualifications

1. Must possess a valid, Commercial Driver's license, Class "B" minimum and be insurable by County insurance standards.
2. Minimum of three (3) years' experience in Driver capacity.
3. Proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.

POSITION DESCRIPTION

Title: Solid Waste Driver III

Department: Solid Waste

Job Analysis: September 2017, September 2022

Note:Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Collections Supervisor, Assistant Collections Supervisor

Subordinate Staff: Solid Waste Technicians, Solid Waste Driver I, Solid Waste Driver II

Internal Contacts: Solid Waste Department Staff

External Contacts: General Public

Status: Classified/Non-Exempt (~~309~~ 310)

Job Summary

Assists the Collections Supervisor and Assistant Collections Supervisor in planning, directing, and coordinating the work of other subordinate employees. The employee will exercise independent judgment in carrying out assignments.

Solid Waste Driver III is responsible for picking up, transporting and safe disposal of garbage and other waste materials in a timely, scheduled manner. Solid Waste Driver III is responsible for the supervision Solid Waste Technicians, who ride on the back of garbage trucks but will ride on the back of garbage trucks when necessary.

Job Domains

A. Solid Waste Driver III (Minimum of five (5) years' experience in Driver capacity)

1. Provides for pick up and safe disposal of refuse and waste materials.
2. Assures that route is completed in a timely, scheduled manner within a 40-hour workweek.
3. Assists with other routes as needed.
4. Operates a communications device in truck to receive instructions from dispatcher.
5. Follows scheduled routes or makes authorized changes to pick up schedule as needed.

6. Transports load to disposal area and assists in dumping truck when route is complete.
7. Will ride on the back of the garbage trucks and dump garbage carts when required to complete routes.

B. Supervision

1. Assists in the supervision of daily work routines of collection crews and laborers.
2. Assists with monitoring work in progress and makes on the spot corrections when necessary.
3. Inspects finished work for compliance with specifications.
4. Assists in planning, organizing, directing, and evaluating work of employees.
5. Makes adjustment in assignments, procedures, and schedules.
6. Enforces safety rules and other accident prevention measures.

Knowledge, Skills, and Abilities

1. Must be proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.
2. Must possess a valid, Alabama Commercial Driver's license, Class "B" minimum.
3. Must possess skills to operate a communication device.
4. Verbal skills to effectively communicate with public in a courteous manner.
5. General knowledge of area helpful to aid in locating pickup routes.
6. Writing skills to clearly and neatly complete reports as needed.

Physical Characteristics

1. See well enough to read and write.
2. Hear well enough to respond to verbal communications.
3. Speak well enough to answer questions in a polite, courteous manner.
4. Body movement of mobility to bend, move, stand, and lift.
5. Physical demands described are representative of those that must be met to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
6. Must be able to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Minimum Qualifications

1. Must possess a valid, Commercial Driver's license, Class "B" minimum and be insurable by County insurance standards.
2. Minimum of five (5) years' experience in Driver capacity.
3. Proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.

POSITION DESCRIPTION

Title:	Solid Waste Technician
Department:	Solid Waste
Job Analysis:	Reviewed July 2009, August 2014, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Collection Supervisor, Assistant Collection Supervisor, Landfill Supervisor
Subordinate staff:	None
Internal contacts:	Solid Waste Drivers, Landfill Operators, Mechanics, Support Staff
External contacts:	None
Status:	Classified/Non-Exempt (~~304~~ 306)

Job Summary

Performs routine manual labor which does not require a high degree of skill; may also drive trucks and light tractors while in a training status. In most cases, works under immediate direction of an employee of higher grade or a foreman.

Job Domain

A. Manual Labor

1. Performs related manual labor as required.
2. Mows grass, prunes shrubs, rakes grass and removes trash from county property.
3. Must be capable of operating collection trucks.
4. Must be capable of lifting garbage cans.

B. Equipment Operation and Maintenance

1. May drive or operate any collection truck or vehicle that does not require CDL.
2. May drive pick-ups on light hauls.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate information to supervisors and co-workers.
2. Skills to follow verbal instructions.
3. Basic skills in the operation, maintenance and safe use of trucks and light tractors.
4. Knowledge of traffic regulations.
5. *Knowledge of safety rules, including accident causes and prevention.

Physical Characteristics

1. See well enough to operate machinery safely.
2. Hear well enough to hear the backup alarms, radio speakers, etc. (hearing aid acceptable)
3. Use of hands and fingers to perform manual work.
4. Physical dexterity sufficient to operate lever, gears, etc.
5. Body mobility to perform maintenance and operate various types of equipment.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Willing to comply with the following dress standards: clean, neat attire with appropriate foot and hand gear.
3. Willing to work evening shifts.
4. Willing to go pick up garbage.
5. Ability to follow directions.
6. Willing to assist mechanics as needed.

Minimum Requirements

1. Have a valid driver's license. (Commercial Driver's License required for promotion.)

POSITION DESCRIPTION

Title: Transfer Station Supervisor

Department: Solid Waste

Job Analysis: August 2012, September 2013, September 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Deputy Development & Environmental Director

Subordinate staff: Operators, Laborers, Inmate Labor

Internal Contacts: Department Managers

External contacts: ADEM Regulators/Inspectors, Alabama Department of Public Health Regulators/Inspectors, Engineers, Private Contractors, General Public

Status: Classified/Non-Exempt (~~313~~ 314)

Job Summary

This is a management position with direct responsibilities for environmental management, regulatory enforcement, and compliance management. Provide technical and managerial guidance to the Landfill Supervisor.

Job Domains

A. Management

1. Supervise the daily work routines of the Baldwin County Bay Minette Transfer Station.
2. Assist Landfill Supervisor with scheduling of construction and maintenance of Transfer Station tipping floor, grounds, and buildings.
3. Inspects loads received at the Transfer Station and coordinates with Operations Manager to ensure that waste materials are transferred to the correct landfill site in compliance with both Federal and State regulations, codes and permits.
4. Assists and provides the Landfill Supervisor with both technical assistance and direction in all responsible areas.

5. Monitor and maintain the transfer building tipping floor to ensure timely transfer of waste materials into transfer trailers for transport to landfills for waste disposal. Hauls loads of waste material to the landfills and operates heavy equipment as needed.

B. Planning and Coordination

1. Review, analyze and suggest improvements to Landfill Supervisor and to assist in operating more efficiently and effectively.
2. Conduct organizational studies and evaluations to prepare operational and procedure directions.

C. Miscellaneous

1. Maintains continuing education and training necessary to assist development of long and short-range plans for the Bay Minette Transfer Station.
2. Strive to continually improve the good relations with citizens of Baldwin County.

Knowledge, Skills, and Abilities

1. Skills to direct and supervise subordinates and deal with the public in conflict resolution as necessary.
2. Writing and oratorical skills necessary to make reports to the Landfill Supervisor.
3. Knowledge of applicable occupational safety, health, regulatory requirements, codes and permits.
4. Planning and scheduling skills to provide guidance to contractors and other professionals.
5. Ability to conduct meetings over small groups.

Other Characteristics

1. Must work non regular hours when necessary.
2. Willingness to attend meetings and other work activities after normal working hours.

Minimum Qualifications

1. Valid Class “A” Alabama Commercial Driver’s license.
2. Three (3) years’ experience in supervision and management of others
3. Three (3) years’ experience with heavy equipment operation.

Baldwin County Commission

Agenda Action Form

File #: 22-1512, **Version:** 1 **Item #:** CQ2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Highway Department (Bay Minette) - Personnel Changes

STAFF RECOMMENDATION
Take the following actions:

1) Approve the employment of Timothy Wilson to fill the open Operator Technician I position (#4046) at a grade 308 ($16.42 per hour / $34,153.60 annually); and

2) Approve the employment of Gavin Venema to fill the open Operator Technician Trainee position (#634) at a grade 306 ($14.90 per hour / $30,992.00 annually).

These actions shall be effective no sooner than September 26, 2022.

BACKGROUND INFORMATION

Background: The Operator Technician I and Trainee positions were vacated due to the promotion/resignation of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $65,145.60 - budgeted

Budget line item(s) to be used: 11153111.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

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

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-1513, **Version:** 1 **Item #:** CQ3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ron Ballard, JDC Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Juvenile Detention Center - Personnel Changes

STAFF RECOMMENDATION
Take the following actions:

1) Approve the employment of Shyheim Munnerlyn to fill the Detention Worker I position (PID #5604) at a grade 308 ($16.42 per hour / $34,153.60 annually); and

2) Approve the promotion of Anthony Griffin from the Detention Worker I position (PID #466) grade 308 ($17.52 per hour / $36,441.60 annually) to fill the open Detention Worker II position (PID #5340) at a grade 311 ($19.38 per hour / $40,310.40 annually); and

3) Approve the promotion of Robert D. Brown from the Archives Specialist position (PID #5216) grade 306 ($18.90 per hour / $39,312.00 annually) to fill the open Detention Worker I position (PID #466) at a grade 308 ($20.41 per hour / $42,452.80 annually).

These actions shall be effective no sooner than September 26, 2022.

BACKGROUND INFORMATION

Background: The Detention Worker I and II positions were vacated due to the resignation/promotion of the previous employees. The JDC Director respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $116,584.00 - budgeted

Budget line item(s) to be used: 10552610.51130

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

File #: 22-1515, **Version:** 1 **Item #:** CQ4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Personnel Department - Health and Dental Insurance Rates for 2023

STAFF RECOMMENDATION
Approve the Health and Dental Insurance rates for 2023 to coincide with the Baldwin County Employee Health and Wellness Incentive Program Policy.

BACKGROUND INFORMATION

Background: Employees may reduce their health insurance premiums by voluntarily participating in the Health and Wellness Incentive Program. In order to support a healthier lifestyle, the Commission agreed on incentives for employees who participated in the biometric screenings and additional requirements. The Health and Wellness Incentive Program outlines the process for employees and retirees to obtain the incentive each year.

Previous Commission action/date: 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: Deidra Hanak and Alainna Elliott.

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

Additional instructions/notes: N/A

2023 BALDWIN COUNTY HEALTH/DENTAL INSURANCE RATES

EMPLOYEE HEALTH INSURANCE RATES				
	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	EMPLOYEE PAYS BIWEEKLY
If employee participated/completed 2022 health incentive program				
SINGLE	$ 607	$ 555	$ 52	$ 26
EMPLOYEE + 1	$ 1,511	$ 1,245	$ 266	$ 133
FAMILY	$ 1,511	$ 1,179	$ 332	$ 166
If employee DID NOT participate/complete 2022 health incentive program:				
SINGLE	$ 607	$ 525	$ 82	$ 41
EMPLOYEE + 1	$ 1,511	$ 1,215	$ 296	$ 148
FAMILY	$ 1,511	$ 1,149	$ 362	$ 181

EMPLOYEE DENTAL RATES				
	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	EMPLOYEE PAYS BIWEEKLY
SINGLE	$ 23	$ -	$ 23	$ 11.50
EMPLOYEE + 1 (No ORTHO)	$ 46		$ 46	$ 23
EMPLOYEE + 1 (ORTHO - child only)	$ 57.50		$ 57.50	$ 28.75
FAMILY - NON-ORTHO	$ 68	$ -	$ 68	$ 34
FAMILY - ORTHO	$ 85	$ -	$ 85	$ 42.50

COBRA RATES				
	HEALTH		DENTAL	DENTAL-Ortho
SINGLE	$ 619.14		$ 23.46	
EMPLOYEE + 1	$ 1,541.22		$ 46.92	$ 58.65
FAMILY	$ 1,541.22		$ 69.36	$ 86.70

2023 BALDWIN COUNTY HEALTH/DENTAL INSURANCE RATES

25 YR RETIREE HEALTH INSURANCE RATES

If retiree participated/completed 2022 health incentive program:

	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	
(25) SINGLE	$ 607	$ 507	$ 100	
(25) FAMILY	$ 1,511	$ 507	$ 1,004	

If retiree DID NOT participate/complete 2022 health incentive program:

(25) SINGLE	$ 607	$ 477	$ 130	
(25) FAMILY	$ 1,511	$ 525	$ 986	

30 YR RETIREE HEALTH INSURANCE RATES

If retiree participated/completed 2022 health incentive program:

	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	
(30) SINGLE	$ 607	$ 607	$ -	
(30) FAMILY	$ 1,511	$ 607	$ 904	

If retiree DID NOT participate/complete 2022 health incentive program:

(30) SINGLE	$ 607	$ 577	$ 30	
(30) FAMILY	$ 1,511	$ 545	$ 966	

Baldwin County Employee
Health and Wellness Incentive Program

Baldwin County is committed to the health and wellbeing of our employees and retirees. We view wellness as a core component of the employee benefits package. The Baldwin County Health and Wellness Incentive Program will support our employees/retirees by providing resources to live a healthy lifestyle. Baldwin County Symbol Health Clinics are dedicated to bringing quality health services to the workplace. Clinics are located in Bay Minette, Robertsdale, Gulf Shores, and Foley.

Eligibility

Services provided through the clinics are provided free to employees, retirees, spouses, and dependents who are on the County's health insurance plan.

Services Provided by Clinics

- Primary Care
- Disease Management
- Prevention
- Lab Services
- Prescription Medication
- Health Coaching

Employees with County health insurance will be required to clock out for visits to the Clinics with the exception of health coaching appointments. Each department will work to accommodate employees who need to visit the clinic for scheduled appointments. Employees must coordinate clinic visits with their department manager so that it is not in conflict with departmental activity. It is also within the manager's discretion to coordinate an employee's clinic visit due to departmental conflict.

Prescription Medications

Generic medication will be distributed on-site.

Medical Excuses

Medical excuses received from the Clinic must be turned in to the employee's department manager up on return from the clinic. Medical excuses issued for more than 3 days must be turned into Personnel for a review on a case by case basis.

Medical Accommodations

Employees must obtain any medical accommodations from their general physician or specialist. Medical accommodations issued by the clinic must be reviewed on a case by case basis.

Approved 09/22/2020

Health Assessment (Biometric Screenings) and Employee/Retiree Responsibility

Employees/retirees who want to participate in the Health and Wellness Incentive program are required to complete a biometric screening at the Annual Employee Health and Wellness Fair. Employees, retirees, and spouses may voluntarily participate in the biometric screenings and health coaching program.

New hires will have 30 days from the date of hire to complete the biometric screening if he or she wants to receive the incentive.

If the employee/retiree decides not to participate in the biometric screening, the employee will not receive the incentive as outlined each year by the Baldwin County Commission.

Incentive

- Employees/retirees who participate in the biometric screening as outlined above, will receive a $30 per month reduction in health insurance premiums for the plan year (December - November).
- Employees/retirees who do not participate in the biometric screening as outlined above will not receive the $30 per month incentive for the plan year (December – November).
- Each year thereafter, the employee/retiree may choose to participate and not pay the additional $30 per month for the plan year (December – November).

Approved 09/22/2020

Baldwin County Commission

Agenda Action Form

File #: 22-1517, **Version:** 1 **Item #:** CQ5

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Deidra Hanak, Personnel Director
Ken Strong, Risk Manager
Submitted by: Ken Strong, Risk Manager

ITEM TITLE
Personnel Department - Safety Incentive Discount Program for ACCA Self-Insurance Fund

STAFF RECOMMENDATION
Authorize the Chairman to sign the Safety Incentive Discount Program Application.

BACKGROUND INFORMATION

Background: The Association of County Commissions of Alabama (ACCA) established a Safety Incentive Discount Program associated to its Liability Self-Insurance Fund and Workers' Compensation Self-Insurance Fund. Baldwin County is a member of both funds. In order to be eligible for a Safety Incentive Discount for both funds the County must approve the above staff recommendation and forward the documents to the ACCA.

Previous Commission action/date: 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

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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 Admin staff to have Chairman execute and return signed documentation to Personnel. Personnel to email signed document to ACCA.

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

Additional instructions/notes: N/A

County Risk Services, Inc. – Third Party Administrator for
Association of County Commissions of Alabama Self-Insurance Pools

2021-2022 SAFETY INCENTIVE DISCOUNT PROGRAM

APPLICATION

The members of the Baldwin County County Commission hereby verify that we have fully complied with all the requirements of the ACCA Self-Insurance Pools' **2021-2022 Safety Incentive Discount Program** and are returning this application and documentation for consideration to receive the incentive discount. We understand this application and all the required documentation should be received to be eligible.

Signed by: _____ _____
County Commission Chairman **Date**

The current appointed **County Safety Coordinator** is: Ken Strong

County Job Title: Risk Manager Email Address: ken.strong@baldwincountyal.gov

Requirements: I, Ken Strong, serving as this County's Safety Coordinator, am verifying by my initials below that all the requirements of the **2021-2022 SIDP** have been completed and are being maintained in my county; and I am emailing this signed application and all required documentation before its deadline of Sept. 30, 2022.

SIDP REQUIREMENTS	Safety Coordinator Initials	Documentation Details
#1 - Verified current *Safety Coordinator Resolution* and/or commission minutes are on file w/CRS	K.S.	Verify w/CRS & Initial
Attended **one** Safety Coordinator Training (also Deputy or Co-SC attended, if one is named)	K.S.	Initial if Completed
Ensured **one** Public Official/Administrative Staff & **one** Dept. Supervisor attended Loss Prev. Training	K.S.	Initial if Completed
Emailed **current** (as of 9/1/22) Countywide Safety Committee List w/names, titles, depts & email addresses	K.S.	Current (9/1/22) List
Emailed documentation for at least **two** or more Countywide Safety Committee meetings	K.S.	2 Sign-ins/Agendas/Minutes
Emailed SO named & dated documentation for **four** or more meetings for Sheriff's Office	K.S.	4 Sign-ins/Agendas/Handouts
Emailed Jail named & dated documentation for **four** or more meetings for Jail	K.S.	4 Sign-ins/Agendas/Handouts
Emailed R&B named & dated documentation for **four** or more meetings for Rd & Bridge Dept	K.S.	4 Sign-ins/Agendas/Handouts
Emailed Dept. named & dated documentation for **four** or more meetings of Other Safety-Sensitive Depts	K.S.	4+Sign-ins/Agendas/Handouts
#2 - Emailed a signed Employee Orientation sheet for a new hire dated between 10/1/21-9/30/22	K.S.	1 Signed Sheet
#3 - Verified County has adopted & enforces Written *Drug & Alcohol Abuse Policies and Procedures* (on file)	K.S.	Verify w/CRS & Initial
#4 - Verified County has adopted & enforces Written *Return-to-Work / Modified-Duty Policy* (on file)	K.S.	Verify w/CRS & Initial
$5 - Verified County has adopted & enforces Written *Seat Belt Policy* (on file)	K.S.	Verify w/CRS & Initial
#6 - Verified County has adopted & enforces Written *Wireless Communication Devices... Policy* (on file)	K.S.	Verify w/CRS & Initial
#7 - Verified Response Letters sent to CRS within required 90 days of County and SO/Jail site visits	K.S	Verify w/CRS & Initial
#8 - Ensured **two** or more Sheriff's Deputies attended CRS-sponsored Deputy Training	N/A	Initial if Completed
#9 - Ensured same **two** Correctional Officers/Jail Staff attended at least **three** CRS-sponsored Trainings	K.S.	Initial if Completed
#10 - Ensured Rd & Bridge Safety Director, Deputy SD, or Rd Supervisor attended CRS-sponsored Training	K.S	Initial if Completed

Email this signed & dated application and all required documentation to mcollier@countyrisk.org

NO LATER THAN SEPTEMBER 30, 2022

Baldwin County Commission

Agenda Action Form

File #: 22-1516, **Version:** 1 **Item #:** CQ6

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Teddy Faust, Revenue Commissioner
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Revenue Commission - Personnel Changes

STAFF RECOMMENDATION
Take the following actions:

1) Approve the employment of Sara Earls to fill the open Collections Support Technician I position (PID #5672) at a grade 305 ($14.19 per hour / $29,515.20 annually); and

2) Approve the employment of Malary White to fill the open Collections Support Technician I position (PID #5602) at a grade 305 ($14.19 per hour / $29,515.20 annually).

These actions shall be effective no sooner than September 26, 2022.

BACKGROUND INFORMATION

Background: The Collections Support Technician I positions were vacated by the resignation of the previous employees. The Revenue Commissioner respectfully requests the above recommendations are approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $59,030.40 - budgeted

Budget line item(s) to be used: 10051600.51130

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

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Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-1455, **Version:** 1 **Item #:** CR1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Matthew Brown, Planning Director
Submitted by: Paula Bonner, Planning Technician

ITEM TITLE
Baldwin County Commission Board of Adjustment #2 - Board Appointment(s)

STAFF RECOMMENDATION
Related to the Baldwin County Commission Board of Adjustment #2, take the following action:

Appoint Ms. Tracey L. Winn-Gambill as an alternate member (Planning District 22 Designee) for a pro-rata reduced three (3) year term to fill the vacant place seat, said term commencing September 20, 2022, and expiring March 16, 2025.

BACKGROUND INFORMATION

Previous Commission action/date: August 2, 2022 - Last BCC board appointment

Background:
On May 8, 2020, an amendment (Act #2020-177) to the Baldwin County Planning and Zoning statutes was adopted pertaining to the Boards of Adjustment. The Code Section in question is Alabama Code Title 45, Local Laws Section 45-2-261.10. As approved, the amendment reduced the number of Boards of Adjustment from four (4) to two (2).

The appointment processes related to the Boards of Adjustment as set forth in the aforementioned Alabama law are as follows:

Establishment: The Baldwin County Commission shall appoint two boards of adjustment, and the regulations and ordinances adopted pursuant to the authority of this subpart shall provide that the boards of adjustment, in appropriate cases and subject to appropriate conditions and safeguards, may make special exceptions to the terms of the ordinances and regulations in harmony with their general purposes and interests and in accordance with general or specific rules therein contained.

Geographic Boundaries: Board of Adjustment Number One shall serve western, central, and northern Baldwin County and shall include Planning Districts 4, 10, 12, 15, 16, 26, 28, and 31. Board of Adjustment Number Two shall serve southern Baldwin County and shall include Planning Districts 20, 21, 22, 23, 24, 25, 29, 30, 32, and 33. If the majority of qualified electors voting in an election in a territory that is not in a planning district on August 1, 2020, vote to come within the planning and

zoning authority and jurisdiction of the Baldwin County Commission in accordance with Section 45-2-261.07, the new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship. Each board of adjustment shall consist of one regular member from each planning district. Each member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field. Each regular member shall be appointed for a term of three years in such a manner to serve staggered terms. A regular member shall continue service until a successor is duly appointed. The members of each board of adjustment shall elect a chair.

Composition: In addition to the regular members provided for in this section, the Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving he or she shall have and exercise the authority of a regular member. The alternate member shall have the same qualifications as a regular member and shall be appointed for three terms.

Qualifications: Members of each board of adjustment may be removed for cause by the Baldwin County Commission upon written charges and after a public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Each board of adjustment shall adopt bylaws in accordance with any ordinance or regulation adopted pursuant to this subpart. Meetings of each board of adjustment shall be held at the call of the chair of the board and at such other times as each board may determine, provided that no board of adjustment shall meet less than once every three months on a day to be determined by the board. The chair or, in his or her absence, the acting chair, may administer oaths and compel the attendance of witnesses. All meetings of the boards of adjustment shall be open to the public. Each board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact, and shall keep records of its examinations and of other official actions, all of which shall immediately be filed in the office of the board and shall be a public record.

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):
New appointment letter to:
Ms. Tracey L. Winn-Gambill
32054 Bartel Street
Elberta, Alabama 36530

Additional instructions/notes: Administration - update board list and upload to BCAP, send notification email

CERTIFICATION OF

BOARD OF ADJUSTMENT

MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

(This pertains to both regular and alternate members combined)

Please check all that apply:

_____I am actively engaged in real estate sales and hold a real estate and/or broker license.

_____I am actively engaged in development (land developer).

_____I am actively engaged in construction (contractor's license).

__✓__I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10.*

TRACEY L. WINN-GAMBILL

Name (*Please Print*)

Signature

8.29.2022

Date

Updated: February, 2012

BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #2
[Southern Baldwin County Area]

General Board Information:

Appointed by Baldwin County Commission.

Board of Adjustment Number Two shall serve southern Baldwin County and shall include Planning Districts 20, 21, 22, 23, 24, 25, 29, 30, 32, and 33.
Any new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship.

Each board of adjustment shall consist of one regular member from each planning district. A regular member shall continue service until a successor is duly appointed.

The Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving shall have and exercise the authority of a regular member.

Each regular and alternate member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Each member shall be appointed for a term of three years in such a manner to serve staggered terms. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

No board of adjustment shall meet less than once every three months.

Statutory Authority - Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719, as amended by Act No. 2020-177. Code of Alabama 1975, Section 45-2-216.10

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
	REGULAR MEMBERS			
Regular PD 20 Designee	Samuel Sterling Mitchell, III 11736 Laurendine Lane Post Office Box 533 (mailing) Magnolia Springs, AL 36555 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 06/07/2022, term continuing from 03/16/2022	3 years	03/16/2025
Regular PD 21 Designee	James Koeppen 17158 Cold Mill Loop Foley, AL 36535 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
Regular PD 22 Designee	David P. Brown 26490 Frank Road Elberta, Alabama 36530 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 12/07/2021 for a pro-rata reduced term	3 years	03/16/2024
Regular PD 23 Designee	Robert Broseus 1876 Princess Lane Lillian, Alabama 36549 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 04/06/2021 for a pro-rata reduced term	3 years	03/16/2023
Regular PD 24 Designee	Lawrence Kern 29654 Ono Boulevard Orange Beach, Alabama 36561 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 06/07/2022 for a pro-rata reduced term to fill the place seat formerly held by Theron I.V. Mashburn 06/07/2022 Accepted the resignation of Theron I.V. Mashburn and thanked him for his prior civic service	3 years	03/16/2025

BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #2 – Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
REGULAR MEMBERS				
Regular PD 25 Designee	VACANT	04/05/2022 Accepted the resignation of Ernest Church, effective 02/07/2022 and thanked him for his prior civic service	3 years	03/16/2023
Regular PD 29 Designee	VACANT		3 years	
Regular PD 30 Designee	John A. Slaats 9734 Clarke Ridge Road Foley, AL 36535 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
Regular PD 32 Designee	VACANT	06/07/2022 Accepted the resignation of Johanna W. Moloney, effective 03/16/2022, and thanked her for her prior civic service	3 years	
Regular PD 33 Designee	VACANT	04/05/2022 Accepted the resignation of John Hilderbrandt, effective 02/09/2022 and thanked him for his prior civic service	3 years	03/16/2022
ALTERNATE MEMBERS				
Alternate PD 21 Designee	Michael G. Swansburg 9287 Shore Drive Post Office Box 711 (mailing) Foley, AL 36535 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
Alternate PD 22 Designee	VACANT	08/17/2021 Accepted the resignation of Jack Danley, effective 08/01/2021, and thanked him for his prior civic service	3 years	03/16/2022
Alternate PD 25 Designee	Vickie Matranga 402 Veterans Road Gulf Shores, AL 36542 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 04/06/2021 for a pro-rata reduced term	3 years	03/16/2023
Alternate PD 30 Designee	Harold M. Stephens 9408 Clarke Ridge Road Foley, AL 36535 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2023

Staff Note: During 12/01/2020, BCC Reg. Mtg. (Agenda Item BR1), BCC BOA #4 was renamed to be known as BOA #2. akg

REVISED: 06/07/2022 kmr

Baldwin County Commission

Agenda Action Form

File #: 22-1494, **Version:** 1 **Item #:** CR2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Matthew Brown, Planning & Zoning Director
Submitted by: Ashley Campbell, Natural Resource Planner

ITEM TITLE
Baldwin County Environmental Advisory Committee - Board Appointment(s)

STAFF RECOMMENDATION
Related to the Baldwin County Environmental Advisory Committee (EAC), take the following actions:

1) Accept the resignation of Mr. Perry Lamb as a regular member (District 1 Designee), effective June 13, 2022, and thank Mr. Lamb for his prior civic service as a member of the Committee; and

2) Appoint Mr. Steve Barnett, (District 1 Designee) to fill the place seat formerly held by Mr. Perry Lamb for a pro-rata reduced three (3) year term, said term effective September 20, 2022, and expiring on May 4, 2024; and

3) Accept the resignation of Mr. Jason Padgett as a regular member (District 1 Designee), effective February 8, 2022, and thank Mr. Padgett for his prior civic service as a member of the Committee; and

3) Appoint Ms. Vaughn Millner, (District 1 Designee) to fill the place seat formerly held by Mr. Jason Padgett for a pro-rata reduced three (3) year term, said term effective September 20, 2022, and expiring on May 4, 2024; and

4) Appoint Ms. Casey Fulford, as an At-large member to fill the place seat formerly held by Ms. Vaughn Millner for a pro-rata reduced three (3) year term, said term effective September 20, 2022, and expiring on August 3, 2024.

BACKGROUND INFORMATION

Previous Commission action/date:
05/04/2021-Baldwin County Environmental Advisory Committee (EAC) established, and members appointed.

08/03/2021 - Last Committee update.

Background: Mr. Perry Lamb submitted his email of resignation on June 13, 2022. Mr. Jason Padgett submitted his email of resignation on February 8, 2022. The EAC accepted resumes from February to August 2022 for the two positions. The EAC held the election on August 3, 2022, and Casey Fulford, At-large and Steve Barnett, District 1, were chosen to be recommended to the County Commission to replace the resigned members

The Baldwin County Environmental Advisory Board (EAB) was created by the Baldwin County Commission during its May 18, 1993, regular meeting, and operated under By-laws approved during its January 6, 1998, regular meeting, as amended and approved during the February 15, 2005, regular meeting. The EAB was never dissolved but it did cease functioning in 2013. The Baldwin County Commission requested the EAB be re-activated in the form of an advisory committee to provide policy advice on environmental matters.

The Committee consists of no more than fifteen (15) members, of which two (2) members shall represent each of the four (4) Commission Districts, totaling eight (8) members representing Commission Districts. The remaining seven (7) members, if any, will serve as at-large appointments. Term of each member is three (3) years.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration staff

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

Thank you letters to:

Mr. Perry Lamb
54660 Highway 59
Stockton, Alabama 37579

Mr. Jason Padgett
25 Hand Avenue
Bay Minette, Alabama 36507

Re-appointment from At-large to District 1 letter to:

Mr. Vaughn Millner
7752 Patrick Landing Road
Bay Minette, Alabama 36507

Appointment letter(s) to:

Mr. Steve Barnett
8651 Patrick's Landing Road
Bay Minette, Alabama 36507

Ms. Casey Fulford
118 Leigh Circle
Daphne, Alabama 36526

Additional instructions/notes: Administration staff - update current committee list and upload to BCAP

BALDWIN COUNTY ENVIRONMENTAL ADVISORY COMMITTEE

Baldwin County Planning & Zoning Department
Baldwin County Central Annex
22251 Palmer Street
Robertsdale, Alabama 36567
Ashley Campbell, Natural Resource Planner (251) 972-8523, Ext. 7260 ashley.campbell@baldwincountyal.gov

General Board Information:

Appointed by Baldwin County Commission.
No more than Fifteen (15) members, of which two (2) members shall represent each Commission district, totaling eight (8) members representing Commission districts. The remaining seven (7) members, if any, will serve as at-large appointments.
Term of each member is three (3) years.
Any person interested in environmental issues and willing to work toward the Committee's objectives shall be eligible for membership.
Created by BCC during May 4, 2021, regular meeting, by *Resolution #2021-068* to replace the former Environmental Advisory Board for the purpose of providing policy advice on environmental matters.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
District 1 Designee	Perry Lamb 54660 Highway 59 Stockton, Alabama 37579	Appointed 05/04/2021	3 years	05/04/2024
District 1 Designee	Jason Padgett 25 Hand Avenue Bay Minette, Alabama 36507	Appointed 05/04/2021	3 years	05/04/2024
District 2 Designee	Kim Burmeister 14202-C County Road 3 Fairhope, Alabama 36532	Appointed 05/04/2021	3 years	05/04/2024
District 2 Designee	Dick Sute 12425 Boone Lane Fairhope, Alabama 36532	Appointed 05/04/2021	3 years	05/04/2024
District 3 Designee	Robert Davis 17138 County Road 34 South Summerdale, Alabama 36580	Appointed 05/04/2021	3 years	05/04/2024
District 3 Designee	Tim Mullek 19907 Adams Acres Road Robertsdale, Alabama 36567	Reappointed 08/03/2021 to replace the place-seat formerly held by Michael Johnson for the remainder of his term 08/03/2021 Accepted the resignation of Michael Johnson effective 08/03/2021 and thanked him for his prior civic service	3 years	05/04/2024
District 4 Designee	Tommy Cleverdon 14939 George Younce Road Foley, Alabama 36535	Appointed 05/04/2021	3 years	05/04/2024
District 4 Designee	Paige Felts 18896 County Road 10 Foley, Alabama 36535	Appointed 05/04/2021	3 years	05/04/2024
At-Large Appointment	Brett Gaar 193 River Route Magnolia Springs, Alabama 36555	Appointed 05/04/2021	3 years	05/04/2024
At-Large Appointment	Leslie Gahagan 26174 County Road 20 Elberta, Alabama 36530	Appointed 05/04/2021	3 years	05/04/2024
At-Large Appointment	Phillip Hinesley 17742 Fancy Boulevard Foley, Alabama 36535	Appointed 05/04/2021	3 years	05/04/2024
At-Large Appointment	Thomas Schmitz 9609 Soldiers Creek Drive Lillian, Alabama 36549	Appointed 05/04/2021	3 years	05/04/2024

BALDWIN COUNTY ENVIRONMENTAL ADVISORY COMMITTEE – Cont.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
At-Large Appointment	Glenda L. Dean 59055 Lottie Road Lottie, Alabama 36502	Appointed 08/03/2021	3 years	08/03/2024
At-Large Appointment	Vaughn Millner 7752 Patrick Landing Road Bay Minette, Alabama 36507	Appointed 08/03/2021	3 years	08/03/2024
At-Large Appointment	Thomas A. Rachel Post Office Box 113 Magnolia Springs, Alabama 36555	Appointed 08/03/2021	3 years	08/03/2024

REVISED: 08/03/2021 vak

Baldwin County Commission

Agenda Action Form

File #: 22-1526, **Version:** 1 **Item #:** CR3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Matthew Brown, Planning Director
Submitted by: Matthew Brown, Planning Director

ITEM TITLE
Proposed Planning (Zoning) District 14 - Acceptance of Notice of Intent to Request Planning and Zoning Referendum, Determination Regarding Infeasibility of Using Precinct Boundaries, and Acceptance of District Boundaries

STAFF RECOMMENDATION
Pursuant to Alabama Code §45-2-261.07, take the following actions:

1) Accept the notice of intent to request a referendum for Planning and Zoning purposes for that portion of Planning (Zoning) District 14 east of Fish River (that was not included in the proposed Planning Districts 38 and 39); and

2) Make a determination that it is not feasible to utilize the Voting Precinct boundaries of precinct 30; and

3) Accept the Planning (Zoning) District 14 boundaries subject to a subsequent affirmative referendum vote pursuant to Alabama Code §45-2-261.07.

BACKGROUND INFORMATION

Background:
Citizens Marla Barnes (residing at 14740 Ridge Rd Summerdale, AL 36580), Amy Smith (residing at 15100 Vasko Road Silverhill AL 36576), and Steve Mannhard (residing at 13982 Woodhaven Dairy Rd E Summerdale, AL 36580) live in the portion of current Planning (Zoning) District 14 that is east of Fish River. These citizens have approached the Planning and Zoning staff seeking zoning for the balance of Planning (Zoning) District 14 (that portion east of Fish River) and to request a referendum for Zoning in this portion of the district.

The portion of Planning District 14 on the west side of Fish River is currently part of separate zoning efforts under the proposed Planning Districts 38 and 39.

Coming under the Planning and Zoning Jurisdiction of Baldwin County is a citizen driven effort. The process must be initiated and led by the citizens. Alabama Code §45-2-261.07. In the present situation, the citizens are not requesting to form a new Planning (Zoning) District, but to utilize that portion of the existing Planning (Zoning) District 14 boundary that is not already part of a zoning

referendum effort-that portion of Planning (Zoning) District 14 that is east of Fish River.

Because a new district is not being established (citizens are seeking to use the boundaries of existing Planning (Zoning) District 14 that will exist if current efforts for proposed districts 38 and 39 are successful) Planning and Zoning staff have determined that the citizens will not be required to form a new district that aligns with their voting precinct.

Furthermore, the citizens requesting the petition have reported support for the effort through Planning (Zoning) District 14 east of Fish River, on the basis that the effort will support the protection of the river. Excluding a portion of District 14 based on precinct boundaries would result in a significant portion of Fish River near Weeks Bay without zoning protections. It would also leave a strip of unzoned land around the Town of Silverhill.

Finally, even though Planning and Zoning Staff does not believe a precinct feasibility analysis is required, it is noted that it is not technically feasible to utilize the Voting Precinct boundaries of precinct 30 because a portion of the municipal limits of the Town of Silverhill is within precinct 30 and would need to be excluded from the Planning (Zoning) District Boundary.

A map showing the balance of Planning (Zoning) District 14 (green color area) is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found in Alabama Code §45-2-261 and the proceeding sections.

1) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district. (PURPOSE OF THIS AGENDA)

2) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff will notify the Judge of Probate.

3) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning, zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.

4) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt, the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified.

5) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years.

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Previous Commission action/date: 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: Commission Administration Staff & Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff shall send letter to the requesting party notifying them that Planning (Zoning) District 14 boundaries have been accepted for planning, zoning, and voting purposes. The letter should be sent to the following:

Ms. Marla Barnes
14740 Ridge Rd
Summerdale, Alabama 36580

Ms. Amy Smith

15100 Vasko Road
Silverhill, Alabama 36576

Mr. Steve Mannhard
13982 Woodhaven Dairy Rd E
Summerdale, Alabama 36580

Planning and Zoning staff will contact the Judge of Probate in order to ascertain the preliminary number of signatures to call an election. Staff will provide the requesting party with the number of signatures required and petition forms for the use of collecting those signatures.

Additional instructions/notes: Planning and Zoning Department - Provide support as needed.

From: M Barnes
To: Matthew Brown; Amy Smith; Steven Mannhard
Subject: District 14 East Zoning Request
Date: Thursday, September 8, 2022 11:32:26 AM
Attachments: District 14 east map.png

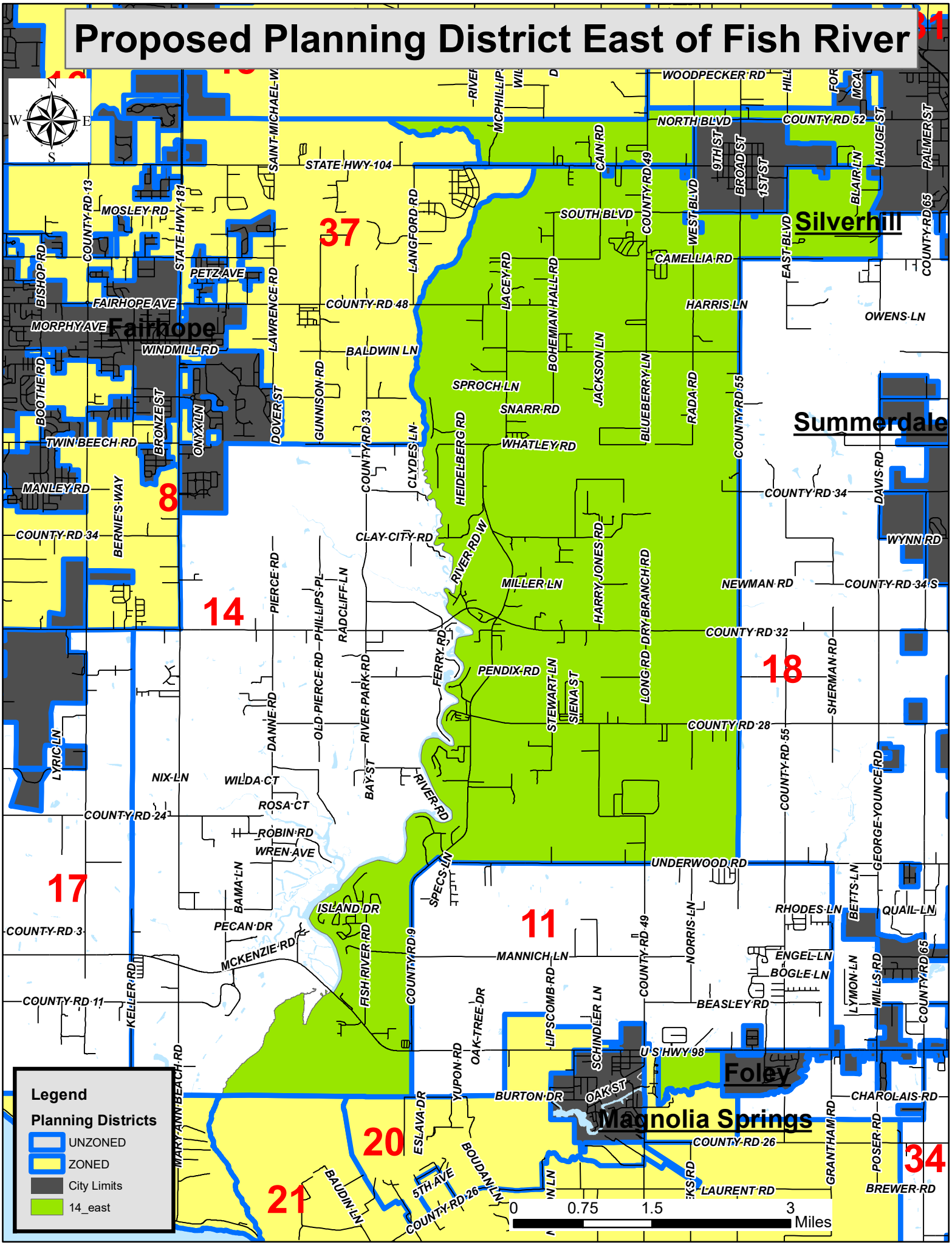
This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Mr. Brown,
Please accept our official request below.

Baldwin County Commissioners:

On behalf of the citizens of District 14, we petition the Commission to allow us to pursue zoning in the remaining District 14, less the current efforts of the citizens on the west side of Fish River. A proposed map is attached. Thank you for your consideration.

Sincerely,
Marla Barnes
Amy Smith
Steve Mannhard


Proposed Planning District East of Fish River
N
W
E
S
Silverhill
Fairhope
Summerdale
Foley
Magnolia Springs
37
8
14
18
17
11
20
21
34
WOODPECKER RD
NORTH BLVD
COUNTY RD 52
STATE HWY 104
SAINT MICHAEL W
MCPHILLIPS
CAIN RD
COUNTY RD 49
9TH ST
BROAD ST
1ST ST
HAUGE ST
PALMER ST
COUNTY RD 65
MOSLEY RD
COUNTY RD 13
STATE HWY 181
SOUTH BLVD
WEST BLVD
EAST BLVD
CAMELLIA RD
BISHOP RD
PETZ AVE
LANGFORD RD
LACEY RD
BOHEMIAN HALL RD
HARRIS LN
OWENS LN
FAIRHOPE AVE
COUNTY RD 48
MORPHY AVE
WINDMILL RD
LAWRENCE RD
BALDWIN LN
JACKSON LN
BLUEBERRY LN
RADA RD
COUNTY RD 55
BOOTHE RD
GUNNISON RD
SPROCH LN
SNARR RD
DOVER ST
BRONZE ST
ONYX LN
COUNTY RD 33
CLYDES LN
HEIDELBERG RD
WHATLEY RD
TWIN BEECH RD
MANLEY RD
BERNIE'S WAY
COUNTY RD 34
DAVIS RD
WYNN RD
CLAY CITY RD
RIVER RD W
MILLER LN
HARRY JONES RD
NEWMAN RD
COUNTY RD 34 S
PIERCE RD
PHILLIPS PL
RADCLIFF LN
COUNTY RD 32
FERRY RD
PENDIX RD
STEWART LN
SIENA ST
LONG RD
DRY BRANCH RD
SHERMAN RD
COUNTY RD 28
LYRIC LN
DANNE RD
OLD PIERCE RD
RIVER PARK RD
BAY ST
NIX LN
WILDA CT
ROSA CT
COUNTY RD 24
ROBIN RD
WREN AVE
RIVER RD
GEORGE YOUNCE RD
UNDERWOOD RD
SPECS LN
BAMA LN
ISLAND DR
PECAN DR
RHODES LN
BETTS LN
QUAIL LN
COUNTY RD 3
MCKENZIE RD
MANNICH LN
ENGEL LN
BOGLE LN
NORRIS LN
KELLER RD
FISH RIVER RD
COUNTY RD 9
LIPSCOMB RD
SCHINDLER LN
BEASLEY RD
LYMON LN
MILLS RD
COUNTY RD 11
OAK TREE DR
U S HWY 98
MARY ANN BEACH RD
YUPON RD
BURTON DR
OAK ST
CHAROLAIS RD
ESLAVA DR
COUNTY RD 26
GRANTHAM RD
POSER RD
BOUDAN LN
5TH AVE
BAUDIN LN
LAURENT RD
BREWER RD
Legend
Planning Districts
UNZONED
ZONED
City Limits
14_east
0
0.75
1.5
3
Miles

Baldwin County Commission

Agenda Action Form

File #: 22-1523, **Version:** 2 **Item #:** CR4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: Replacement
From: Matthew Brown, Planning and Zoning Director
Submitted by: Matthew Brown, Planning and Zoning Director

ITEM TITLE
*Proposed Planning (Zoning) District 38 - Certification of Petition and Request for Zoning Election

STAFF RECOMMENDATION
Pursuant to Alabama Code §45-2-261.07, take the following actions:

1) Adopt Resolution #2022-172 which certifies the accuracy of the petition for the Proposed Planning (Zoning) District 38; and

2) Instruct the Judge of Probate to provide a Zoning Election for Proposed Planning (Zoning) District 38, to be held no later than December 20, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: Replacement Item: Information corrected throughout document to reflect the correct date of Dec. 20th deadline for election to be held.

05/17/2022 - Item was pulled from the agenda to allow time to expand the district in order to find a feasible polling location.

06/07/2022 - Pursuant to Alabama Code §45-2-261.07, took the following actions: 1) Accept the notice of intent to form a Planning (Zoning) District and request a referendum for Planning and Zoning purposes for the proposed Planning District to be known as Planning (Zoning) District 38; and 2) Make a determination that it is not feasible to utilize the Voting Precinct boundaries of Precinct 50 as the proposed Planning (Zoning) District 38 boundary; and 3) Accept the proposed Planning District 38 boundaries subject to a subsequent affirmative referendum vote pursuant Alabama Code §45-2-261.07.

Background: Citizen Lisa Marie Atchley, residing at 14202 County Road 3, in the Barnwell Community and east of current Planning District 26, approached Planning and Zoning staff regarding the formation of a new Planning (Zoning) District and requested a referendum for zoning in this new district.

Coming under the Planning and Zoning Jurisdiction of Baldwin County is a citizen driven effort. The process must be initiated and led by the citizens. Alabama Code §45-2-261.07, requires that a new planning district "correspond to a voting precinct or precincts in the county unless the county's governing body determines that the use of voting precinct boundaries is not feasible."

The requesting citizen, Lisa Marie Atchley, resides at 14202 County Road 3 which is located in Precinct 50. However, it is not feasible to utilize Precinct 50 for new Planning (Zoning) District for the following reasons:

- Precinct 50 contains Fairhope corporate limits, which would automatically be excluded from the new district and require a redrawing of the boundary.
- Precinct 50 contains portions of Planning (Zoning) District 26, which would automatically be excluded from the new district and require a redrawing of the boundary.

Because Precinct 50 does not provide a feasible boundary, Planning and Zoning staff worked with Ms. Atchley and considered other factors to establish an appropriate boundary for the proposed Planning District 38. These factors included:

- The north boundary is the corporate limits of the City of Fairhope, the new Planning (Zoning) District 8, and US 98.
- The east boundary is the new Planning District 8, Greeno Road, the City of Fairhope Airport Property, and Weeks Bay.
- The west and south boundary is Planning District 26.
- The new proposed district collectively represents an area of the Barnwell community with an abundance of sensitive wetland areas and prominent equestrian uses.

Based on these factors, Planning and Zoning staff recommended the County Commission accept the proposed Planning District 38 boundaries subject to the subsequent affirmative referendum vote Alabama Code §45-2-261.07.

A map showing the boundaries of the proposed district (cyan color area) is attached to this agenda item. The proposed district contains approximately 1145 registered voters and will required approximately 115 signatures. A final number will be provided by the Probate Judge's office.

The steps for exercising Planning and Zoning authority are found in Alabama Code §45-2-261 and the proceeding sections.

1) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district.

2) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff will notify the Judge of Probate.

3) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning,

zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.

4) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt, the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified. (PURPOSE OF THIS AGENDA)

5) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years. (PURPOSE OF THIS AGENDA)

Based on information provided by the Probate Office and the Board of Registrars, there are approximately 1,144 active registered voters in proposed Planning District 38. As a result, 115 signatures (10 percent of the qualified electors) were needed for the petition.

On August 1, 2022, the parties seeking a zoning referendum submitted a petition. Of the signatures submitted, 133 have been verified by the Probate Office. On this basis, the petition is accepted and certified. Planning staff now respectfully requests that the County Commission instruct the Judge of Probate to provide for an election, in Proposed Planning (Zoning) District 38, to be held no later than December 20, 2022.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed): Have resolution signed and send correspondence instructing the Judge of Probate to provide for a Zoning Election in Proposed Planning (Zoning) District 38, to be held no later than December 20, 2022.

The Honorable Harry D'Olive
Judge of Probate
Baldwin County, Alabama
Post Office Box 459
Bay Minette, Alabama 36507

cc: Ron Cink
Matthew Brown
Buford King
Celena Boykin

Additional instructions/notes: A polling place for Planning District 38 has been tentatively identified and final approval is being coordinated with the Probate Office.

Admin - add to tickler that notification letter to polling place is needed, as well as update to the voting location files once a location is assigned.

Planning and Zoning Department - Provide support as needed, including required mailings and preparation of ballots.

From: Tammy Chance
To: Matthew Brown; Harry D"Olive; Anu Gary; Celena Boykin; Buford King; Violetta Smith
Subject: RE: Proposed District 38
Date: Monday, August 22, 2022 1:51:39 PM

---

133 verified voters for Proposed District 38. Good to move forward for commission approval and directing Judge of Probate to hold an Election. If approved, looking at December 13th for election. I do not believe any of our regular polling locations are in the zoning area, so a temporary location will need to be found. Thanks.

From: Matthew Brown <Matthew.Brown@baldwincountyal.gov>
Sent: Monday, August 22, 2022 11:44 AM
To: Tammy Chance <tchance@baldwincountyal.gov>
Subject: Re: Proposed District 38

Yes, ma'am. That would position your office to be able to schedule an election either of the first two Tuesdays in December.

Matthew Brown
251-421-0423

From: Tammy Chance <tchance@baldwincountyal.gov>
Sent: Monday, August 22, 2022 11:21:47 AM
To: Matthew Brown <Matthew.Brown@baldwincountyal.gov>
Subject: Proposed District 38

Did you say you were going to try to get this on the consent agenda for September 13th?

Many Thanks,
Tammy D. Chance
Court Administrator
Baldwin County Probate Office
P.O. Box 459
Bay Minette, AL 36507
251-937-0399 (direct)

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2022-172
OF THE
BALDWIN COUNTY COMMISSION

CERTIFICATION OF PLANNING DISTRICT 38
PETITION FOR ZONING REFERENDUM

WHEREAS, pursuant to the requirements set forth in Act No. 91-719, 1991 Regular Session of the Legislature of Alabama (Acts 1991, Vol. 2, p. 1389), as amended by Act No. 93-668, 1993 Regular Session of the Legislature of Alabama (Acts 1993, Vol. 2, p. 1206), as amended by Act No. 98-665, 1998 Regular Session of the Legislature of Alabama (Acts 1998, Vol. 2, p. 1455), as amended by Act No. 2006-609, Regular Session of the Legislature of Alabama (Acts 2006, p. 1672, Section 1), as amended by Act No. 2010-719, Regular Session of the Legislature of Alabama (Acts 2010, p. 1782, Section 1), as amended by Act. No. 2020-177, Regular Session of the Legislature of Alabama [hereinafter referred to as Act No. 91-719, as amended, specifically Section 8, the County Commission of Baldwin County, Alabama, based on the review completed by the Judge of Probate, hereby certifies the accuracy of a Petition, accepted by the Baldwin County Planning and Zoning Department staff on August 1, 2022, at which it appears to this honorable body that 10 percent (10%) of the qualified electors of Proposed Planning (Zoning) District No. 38 have signed said petition requesting that an election be held pursuant to said Section 8;

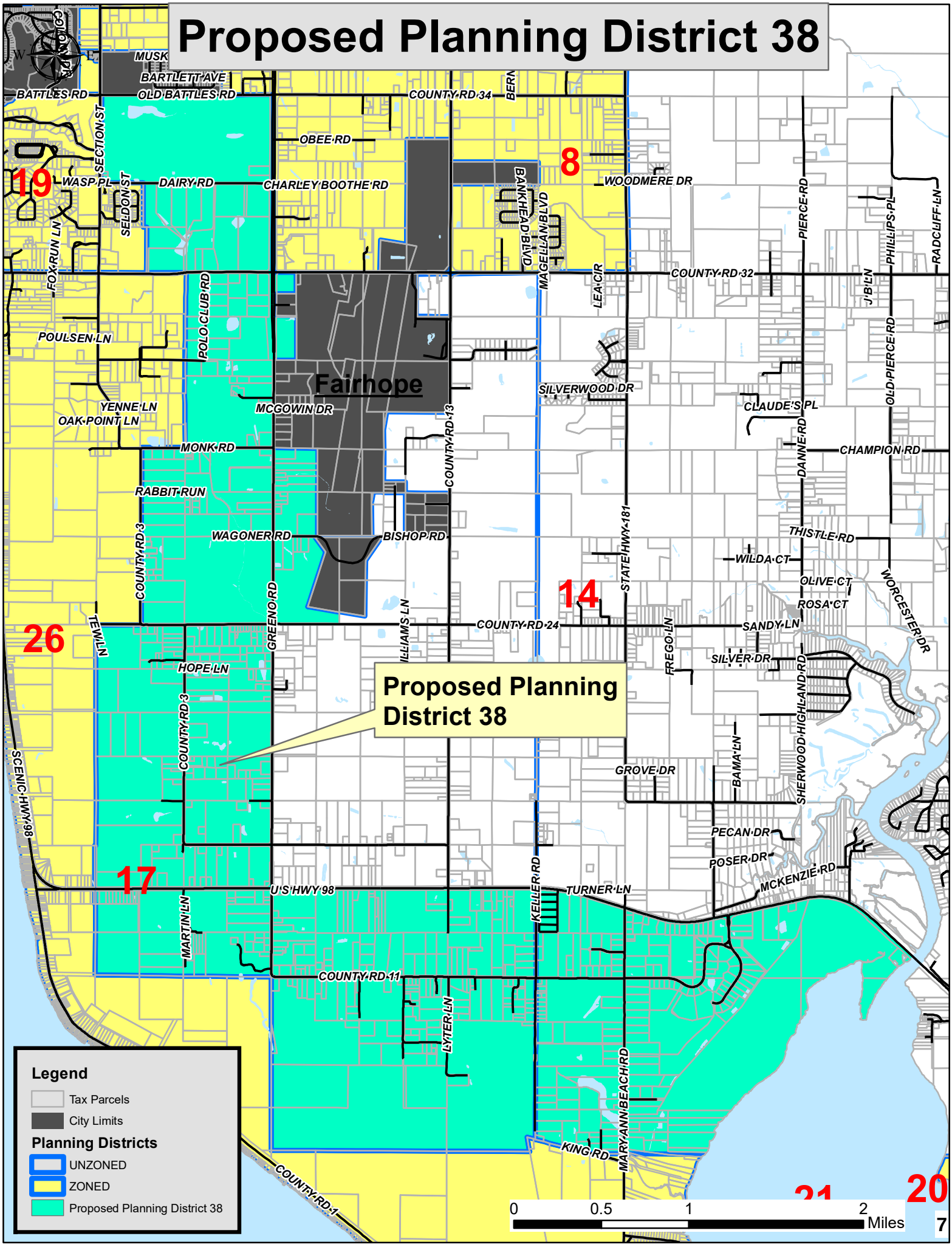
NOW THEREFORE, BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the said aforementioned Proposed Planning (Zoning) District No.38 petition, is hereby **CERTIFIED**.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the **20th** day of **September 2022.**

_____
Commissioner James E. Ball, Chairman

ATTEST

_____
Ronald J. Cink, Budget Director/Interim County Administrator


Proposed Planning District 38
Fairhope
Proposed Planning District 38
MUSK
BARTLETT AVE
BATTLES RD
OLD BATTLES RD
COUNTY RD 34
SECTION ST
OBEE RD
WASP PL
DAIRY RD
CHARLEY BOOTHE RD
BANKHEAD BLVD
MAGELLAN BLVD
WOODMERE DR
PIERCE RD
PHILLIPS PL
RADCLIFF LN
FOX RUN LN
SELDON ST
POLO CLUB RD
LEA CIR
COUNTY RD 32
J B LN
OLD PIERCE RD
POULSEN LN
SILVERWOOD DR
CLAUDE S PL
YENNE LN
OAK POINT LN
MCGOWIN DR
COUNTY RD 13
DANNE RD
CHAMPION RD
MONK RD
RABBIT RUN
COUNTY RD 3
WAGONER RD
BISHOP RD
STATE HWY 181
THISTLE RD
WILDA CT
OLIVE CT
ROSA CT
WORCESTER DR
GREENO RD
ILLIAMS LN
COUNTY RD 24
SANDY LN
FREGO LN
SILVER DR
TEWLN
HOPE LN
SHERWOOD HIGHLAND RD
GROVE DR
BAMA LN
SCENIC HWY 98
PECAN DR
POSER DR
MCKENZIE RD
U S HWY 98
TURNER LN
KELLER RD
MARTIN LN
COUNTY RD 11
LYTER LN
MARY ANN BEACH RD
KING RD
COUNTY RD 1
19
8
14
26
17
21
20
7
Legend
Tax Parcels
City Limits
Planning Districts
UNZONED
ZONED
Proposed Planning District 38
0
0.5
1
2
Miles

[redacted] not on list, say they registered

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
1	Elisabeth Atchley	14202 CR 3 FH	[redacted]	
2	Derick Atchley	14202 County Road 3		
3	Christopher Coffey	14202 D County Rd 3		
4	Laura Coffey	14202 D County Rd 3		
5	William Burmeister Jr	14202 C Co. Rd 3		
6	Kim Burris	14202 C CR 3		
7	Catherine Alba	14726 CR 3		
8	Maria Horrell	14790 CR 3		
9	[redacted]	14790 CR 3		David Horrell
10	Ray Klein	14789 CR 3		
11	Scott Klein	14784 CR 3		
12	[redacted]	14789 CR 3		
13	Mike Everett	14757 CR 3		
14	Margaret Everett	14757 Co Rd 3		

(12)

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

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	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
15	Mallory Nottenkamper	12626 Dominion Drive Fairhope, AL 36532	[redacted]	
16	Wayne Mozley	12626 Dominion Dr. Fairhope, AL 36532		
17	Sherry Mozley	12626 Dominion Dr. Fairhope, AL 36532		
18	CHARLES CROCKER	1253 B DOMINION		
19	Jennifer Taloney	12600 Dominion Dr. Fairhope		
20	Michael Taloney	12600 Dominion Dr. Fairhope, AL 36532		
21	Cindy Lucke	13262 Dominion Dr Fairhope		
22	Russel Luke	13262 Dominion DR Fa		
23	William P. Tompkins	13230 Dominion DR. FAIRHOPE, AL		
24	JoAnn Tompkins	13230 Dominion Dr		
25	Nancy Fitzpatrick	14237 CoRd 3		
26	Anne Fitzpatrick-Wainwright	14237 Co Rd 3		
27	Lilith Arthur Cole	14220 CR-3 Fairhope		
28	HEATHER KOGER	13705 William Childress Ln		

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	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
29	Tamara S. Williams	12896 Lyter Ln Fairhope, AL	[redacted]	
30	Nancy Darlene Mathein	12935 Lyter Ln Fairhope, A		
31	PHILLIP MICHAEL MATHEIN	12935 LYTER LN FAIRHOPE		
32	Kenneth R. Williams	12896 Lyter Lane Fairhope		
33	Donald Barnett	12424 Lyter LN		
34	LEONARD LYNDA II	12840 LYTER LN		
35	CHARLES A. RICE	12774 LYTER LN.		
36	Jackie Rice	12774 Lyter Lane		
37	[redacted] Lynda II	12840 Lyter Lane		
38	Kyle Lake McDowell	7510 Rabbit Run Rd.		
39	Christa D. McDowell	7510 Rabbit Run Rd		
40	Suzanne Douglas (Frances)	7578 Rabbit Run Rd Fairhope		
41	Keith Michael Douglas	7578 Rabbit Run Rd Fairho		
42	Pearline Jansen	7578 Rabbit Run Rd Fairho		

210

(T3)

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

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	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
43	Melissa N. Nolte	8177 County Road 11	[redacted]	
44	Brian P. Nolte	8177 County Road 11		
45	Ashley G Campbell	12906 Ray Henderson Ln		
46	Dennis E. Campbell, Jr.	12906 Ray Henderson LN		
47	Glenda L Bishop	8722 Co. Rd 11		
48	ROBERT R. ROHM JR.	8148 CO. RD 11		
49	Christopher G Howey	13148 Kellee Rd		
50	Peggy Lavergne	8152 County Rd 11		
51	Joseph A Lavergne	8152 County Rd 11		
52	TERRY LEE BERRY	8190 County Rd. 11		
53		8155 Co. Rd 11		
54	Melissa Adam	8155 Co. Rd 11		
55	Tim Dishon	8218 Co. Rd 11.		
56	Vicki Dishon	8218 County Rd 11		

PETITION FOR PROPOSED PLANNING DISTRICT 38
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	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
57	CARMEN CALVERT	7300A ROSE BISHOP LANE FAIRHOPE, AL	[redacted]	Carmen Calvert
58	Katherine Johnson	7300 Rose Bishop Ln. Fairhope Al		[illegible]
59	Chance Johnson	7300 Rose Bishop Lane		[illegible]
?60	Mackenzie Jones	7300 Rose Bishop Lane		[illegible]
61	Josiah Decker	7300 Rose Bishop Lane		[illegible]
62	Bryleigh Johnson	7300 Rose Bishop Lane		[illegible]
?63	Angie Jones	14859 County Rd 3		[illegible]
?64	David Jones	14859 County Rd 3		[illegible]
65	OLIVER K PITT	14897 Co Rd 3		[illegible]
?66	LILA Diane PITT	14897 Co. Rd 3		[illegible]
67	AMANDA L. Fultz	14901 Co Rd 3		[illegible]
68	John Doug Fultz	14901 Co. Rd 3		[illegible]
69	Brenda Doggett DOGGETT	7340 Co Rd 24		Brenda Doggett
70	Sonya Goolsby	7270 Co Rd 24		[illegible]

(9)

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

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	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
71	FREDERICK Robert PATTERSON	8387 County Rd 11 Fairhope, AL 3653	[redacted]	Frederick R. Patterson
72	LYNN ANN PATTERSON	8387 County Rd. 11 Fairhope, AL 36532		Lynn A. Patterson
73	FREDERICK HAWTHORNE PATTERSON	8387 County Road 11 Fairhope, AL 36532		Frederick H. Patterson
74	Chris Haber	13111 Saddlebrook Circle Fairhope, AL 36532		
75	Mary E. Haber	13111 Saddlebrook Fairhope, A 3653		
76	David A. Brush	13112 Saddle brook circle Fairhope 3653		
77	Maryzane Brush	13112 Saddlebrook circle Fairhope 3653		
78	Lynn Carroll	13032 Saddlebrook		Lynn Carroll
79	Charlie Carroll	13032 Saddlebrook		
80	Margaret Michelle Petrus	12973 Saddlebrook Cir.		Michelle Petrus
81	Deon HARPER	12865 SADDLEBROOK Ci		Deon Harper
82	Melissa Caballero	12900 Saddlebrook C		
83	Leslie Lomers	12878 Saddle brook Cir		Leslie Lomers
84	Woody Beck	12763 " "		

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

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	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
85	Miles Cook	14189 County RD. 3 Fairhope, AL	[redacted]	Miles Cook
86	Madison Koger	13705 William Childress Ln		Madison Koger
87	GREG KOGER	13705 WILLIAM CHILDRESS LANE		Greg Koger
88	Susan B. Wilson	7605 U.S. Highway 98 Fhope		Susan B Wilson
89	MARIANNE B. STEWART	7551 U.S. Highway 98 Fhope		Marianne B. Stewart
90	GLENN STEWART	7551 U.S. Highway 98 Fhope		Glenn Stewart
91	Thomas B. Langham	7578 B Rabbit Run, F'hope		Tommy Langham
92	Emma Louise Langham	7578 B Rabbit Run, F'hope Emma Louise Langham		Emma Louise Langham
93	DANIEL P. SWANSON	13018 SADDLEBROOK CIRCLE FAIRHOPE, AL		Daniel P Swanson
94	Ellen E Swanson	13018 Saddlebrook Cir Fairhope, AL 36532		E Swanson
95	Valerie J. Cook	13018 Saddlebrook Cir		Valerie J Cook
96	Andrew Stortz	12970 Saddlebrook Cir		Andrew Stortz
97	Stefanie Hunt-Stortz	12970 Saddlebrook Cir		Stefanie Hunt-Stortz
98	JOHN W. BARNES, JR.	12936 Saddlebrook Cir.		John W Barnes Jr

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	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
99	Leslie Childress	13795 Co Rd 3 F'hope	[redacted]	Leslie Childress
100	Christopher Fuller Morgan	13795 co RD 3 Fairhope		
101	Wesley Comalander	13795 co Rd 3 Fairhope		
102	Coleton Childress	14014 Co Rd 3 Fairhope		Coleton Childress
103	Margaret M. Barnes	12936 Saddlebrook Circle		Margaret M. Barnes
104	Tara Schmidt	9665 co rd 11		Tara Schmidt
105	David J. Kincaid	9665 co Rd 11		D Kincaid
106	Kelly David Stinson	12740 Saddlebrook Circle Fairhope		
107	Jill Cabaniss	12788 Dominion Dr.		Jill Cabaniss
108	William Britt McInnis	12741 Dominion Dr.		William B McInnis
109	Kimberly Poole McInnis	12741 Dominion Dr.		Kimberly P. McInnis
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(19)

showing * county road 3 addresses not Hope Lane - all registered voter

PETITION FOR PROPOSED PLANNING DISTRICT 38
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	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
113	Rhonda D. Reed	7664 Hope Lane	[redacted]	Rhonda D Reed
114	Maggie B Reed	7664 Hope Lane		Maggie Reed
115	Philip Lee Dawson	7655 Hope LANE		Philip Lee Dawson
116	Debra A Ferguson	7655 Hope LANE		Debra A Ferguson
117	Donna Henderson	7601 Hope Lane		Donna Henderson
118	Phillip Henderson	7601 Hope Lane		Phillip Henderson
119	M Christina Franc	7600 Hope Lane		M. Christina Franc
120	BRIAN T. FRANC	7600 HOPE LANE		Brian T. Franc
121	Stephen S Reed	7664 Hope Lane		Stephen S Reed
122	Theresa N Raugh	14189 County Rd 3		Theresa N Raugh
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125				

(1)

PETITION FOR PROPOSED PLANNING DISTRICT 38
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	Full Legal Name (Please print)	Residence Address (Please print)	Date of Birth	Signature
127	Courtney Alexis Wadsworth	8483-C County Road 11, Fairhope, AL 36532	[redacted]	Courtney Wadsworth
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139				

#17

PETITION FOR PROPOSED PLANNING DISTRICT 38
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Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Margaret Murray Sullivan	16695 Polo club Rd.	[redacted]	Margaret M. Sullivan
Frances Grace Sullivan	16695 Polo club road		Grace Sullivan
Joseph Raymond Sullivan	16695 Polo Club Road		
ALISON DORRIETY NEUMANN	16900 Polo Club Road		Alison D. Neumann
ALFRED MILES NEUMANN, JR.	16900 Polo Club Road		
Joseph Robert Sullivan	16695 Polo Club Rd.		
Phillip Miller	15950 County Rd 3		Phillip Miller
Linda miller	15950 County R 3		
GERALD Withee	7336 Monk Rd		Gerald Withee
Collin A. Withee	7336 Monk rd		
Stacy B Marshall	7382 Monk rd		
Edith w. Clustor	7530 Monk Road		Edith W. Clustor
James C. Clustor	7530 Monk Road		

(13)

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Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
HAYMES SNEDEKER	16617 POLO CLUB RD FAIRHOPE AL 36532	[redacted]	Haymes S-Snede
AMY SNEDEKER	16617 POLO CLUB RD. FAIRHOPE AL 36532		

(2)

PETITION FOR PROPOSED PLANNING DISTRICT 38
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Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
William Maurice Carlisle	7844 Co Rd 32 Fairhope AL 3653[illegible]	[redacted]	Wm Carlisle

(1)

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Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
William Hunter Lyons, Jr.	7844 County Rd. 32 Fairhope, Al. 36532	[redacted]	W. Hunter Lyons Jr

(1)

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Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Eugenia D. Beall	16500 Polo club Road	[redacted]	Eugenia D. Beall
Eric Beall	16500 Polo Club Road		

(2)

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Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Ashley McCormick	16812 Polo Club Road	[redacted]	Ashley McCormick
Jason McCormick	" "		
Isabella McCormick	" "		Isabella McCormick

(3)

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† Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
THOMAS O MCRANEY	16452 POLO CLUB RD POINT CLEAR, AL 36564	[redacted]	
Karen B. McRaney	16452 Polo Club Rd Pointclear AL 36564		Karen B. McRaney

(2)

PETITION FOR PROPOSED PLANNING DISTRICT 38
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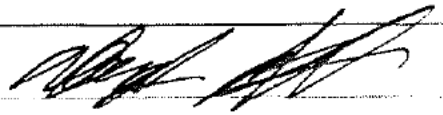
Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
ALEXANDER S. NEUMANN	16900 POLO CLUB ROAD 36532	[redacted]	

(1)

Baldwin County Commission

Agenda Action Form

File #: 22-1523, **Version:** 1 **Item #:** CR4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Matthew Brown, Planning and Zoning Director
Submitted by: Matthew Brown, Planning and Zoning Director

ITEM TITLE
Proposed Planning (Zoning) District 38 - Certification of Petition and Request for Zoning Election

STAFF RECOMMENDATION
Pursuant to Alabama Code §45-2-261.07, take the following actions:

1) Adopt Resolution #2022-172 which certifies the accuracy of the petition for the Proposed Planning (Zoning) District 38; and

2) Instruct the Judge of Probate to provide a Zoning Election for Proposed Planning (Zoning) District 38, to be held no later than December 20, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: 05/17/2022 - Item was pulled from the agenda to allow time to expand the district in order to find a feasible polling location.

06/07/2022 - Pursuant to Alabama Code §45-2-261.07, took the following actions: 1) Accept the notice of intent to form a Planning (Zoning) District and request a referendum for Planning and Zoning purposes for the proposed Planning District to be known as Planning (Zoning) District 38; and 2) Make a determination that it is not feasible to utilize the Voting Precinct boundaries of Precinct 50 as the proposed Planning (Zoning) District 38 boundary; and 3) Accept the proposed Planning District 38 boundaries subject to a subsequent affirmative referendum vote pursuant Alabama Code §45-2-261.07.

Background: Citizen Lisa Marie Atchley, residing at 14202 County Road 3, in the Barnwell Community and east of current Planning District 26, approached Planning and Zoning staff regarding the formation of a new Planning (Zoning) District and requested a referendum for zoning in this new district.

Coming under the Planning and Zoning Jurisdiction of Baldwin County is a citizen driven effort. The process must be initiated and led by the citizens. Alabama Code §45-2-261.07, requires that a new planning district “correspond to a voting precinct or precincts in the county unless the county’s

governing body determines that the use of voting precinct boundaries is not feasible."

The requesting citizen, Lisa Marie Atchley, resides at 14202 County Road 3 which is located in Precinct 50. However, it is not feasible to utilize Precinct 50 for new Planning (Zoning) District for the following reasons:

- Precinct 50 contains Fairhope corporate limits, which would automatically be excluded from the new district and require a redrawing of the boundary.
- Precinct 50 contains portions of Planning (Zoning) District 26, which would automatically be excluded from the new district and require a redrawing of the boundary.

Because Precinct 50 does not provide a feasible boundary, Planning and Zoning staff worked with Ms. Atchley and considered other factors to establish an appropriate boundary for the proposed Planning District 38. These factors included:

- The north boundary is the corporate limits of the City of Fairhope, the new Planning (Zoning) District 8, and US 98.
- The east boundary is the new Planning District 8, Greeno Road, the City of Fairhope Airport Property, and Weeks Bay.
- The west and south boundary is Planning District 26.
- The new proposed district collectively represents an area of the Barnwell community with an abundance of sensitive wetland areas and prominent equestrian uses.

Based on these factors, Planning and Zoning staff recommended the County Commission accept the proposed Planning District 38 boundaries subject to the subsequent affirmative referendum vote Alabama Code §45-2-261.07.

A map showing the boundaries of the proposed district (cyan color area) is attached to this agenda item. The proposed district contains approximately 1145 registered voters and will required approximately 115 signatures. A final number will be provided by the Probate Judge's office.

The steps for exercising Planning and Zoning authority are found in Alabama Code §45-2-261 and the proceeding sections.

1) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district.

2) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff will notify the Judge of Probate.

3) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning, zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.

4) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt,

the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified. (PURPOSE OF THIS AGENDA)

5) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years. (PURPOSE OF THIS AGENDA)

Based on information provided by the Probate Office and the Board of Registrars, there are approximately 1,144 active registered voters in proposed Planning District 38. As a result, 115 signatures (10 percent of the qualified electors) were needed for the petition.

On August 1, 2022, the parties seeking a zoning referendum submitted a petition. Of the signatures submitted, 133 have been verified by the Probate Office. On this basis, the petition is accepted and certified. Planning staff now respectfully requests that the County Commission instruct the Judge of Probate to provide for an election, in Proposed Planning (Zoning) District 38, to be held no later than December 13, 2022.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed): Have resolution signed and send correspondence instructing the Judge of Probate to provide for a Zoning Election in Proposed Planning (Zoning) District 38, to be held no later than December 13, 2022.

The Honorable Harry D'Olive
Judge of Probate
Baldwin County, Alabama
Post Office Box 459
Bay Minette, Alabama 36507

cc: Ron Cink
Matthew Brown
Buford King
Celena Boykin

Additional instructions/notes: A polling place for Planning District 38 has been tentatively identified and final approval is being coordinated with the Probate Office.

Admin - add to tickler that notification letter to polling place is needed, as well as update to the voting location files once a location is assigned.

Planning and Zoning Department - Provide support as needed, including required mailings and preparation of ballots.

From: Tammy Chance
To: Matthew Brown; Harry D"Olive; Anu Gary; Celena Boykin; Buford King; Violetta Smith
Subject: RE: Proposed District 38
Date: Monday, August 22, 2022 1:51:39 PM

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133 verified voters for Proposed District 38. Good to move forward for commission approval and directing Judge of Probate to hold an Election. If approved, looking at December 13th for election. I do not believe any of our regular polling locations are in the zoning area, so a temporary location will need to be found. Thanks.

From: Matthew Brown <Matthew.Brown@baldwincountyal.gov>
Sent: Monday, August 22, 2022 11:44 AM
To: Tammy Chance <tchance@baldwincountyal.gov>
Subject: Re: Proposed District 38

Yes, ma'am. That would position your office to be able to schedule an election either of the first two Tuesdays in December.

Matthew Brown
251-421-0423

From: Tammy Chance <tchance@baldwincountyal.gov>
Sent: Monday, August 22, 2022 11:21:47 AM
To: Matthew Brown <Matthew.Brown@baldwincountyal.gov>
Subject: Proposed District 38

Did you say you were going to try to get this on the consent agenda for September 13th?

Many Thanks,
Tammy D. Chance
Court Administrator
Baldwin County Probate Office
P.O. Box 459
Bay Minette, AL 36507
251-937-0399 (direct)

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2022-172
OF THE
BALDWIN COUNTY COMMISSION

CERTIFICATION OF PLANNING DISTRICT 38
PETITION FOR ZONING REFERENDUM

WHEREAS, pursuant to the requirements set forth in Act No. 91-719, 1991 Regular Session of the Legislature of Alabama (Acts 1991, Vol. 2, p. 1389), as amended by Act No. 93-668, 1993 Regular Session of the Legislature of Alabama (Acts 1993, Vol. 2, p. 1206), as amended by Act No. 98-665, 1998 Regular Session of the Legislature of Alabama (Acts 1998, Vol. 2, p. 1455), as amended by Act No. 2006-609, Regular Session of the Legislature of Alabama (Acts 2006, p. 1672, Section 1), as amended by Act No. 2010-719, Regular Session of the Legislature of Alabama (Acts 2010, p. 1782, Section 1), as amended by Act. No. 2020-177, Regular Session of the Legislature of Alabama [hereinafter referred to as Act No. 91-719, as amended, specifically Section 8, the County Commission of Baldwin County, Alabama, based on the review completed by the Judge of Probate, hereby certifies the accuracy of a Petition, accepted by the Baldwin County Planning and Zoning Department staff on August 1, 2022, at which it appears to this honorable body that 10 percent (10%) of the qualified electors of Proposed Planning (Zoning) District No. 38 have signed said petition requesting that an election be held pursuant to said Section 8;

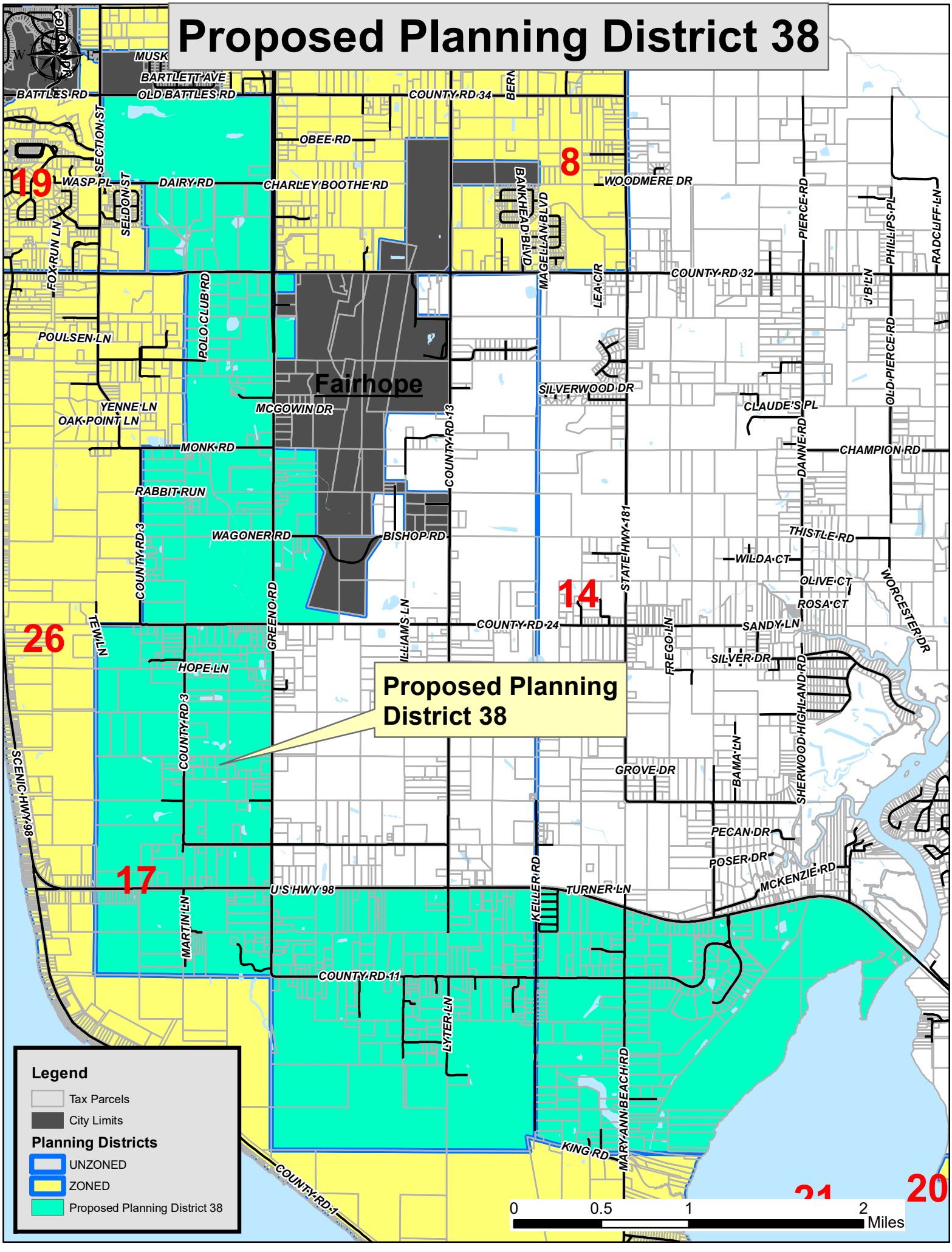
NOW THEREFORE, BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the said aforementioned Proposed Planning (Zoning) District No.38 petition, is hereby **CERTIFIED**.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the **20th** day of **September 2022.**

_____
Commissioner James E. Ball, Chairman

ATTEST

_____
Ronald J. Cink, Budget Director/Interim County Administrator


Proposed Planning District 38
Fairhope
Proposed Planning District 38
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BATTLES RD
OLD BATTLES RD
BARTLETT AVE
COUNTY RD 34
OBEE RD
WASP PL
DAIRY RD
CHARLEY BOOTHE RD
WOODMERE DR
COUNTY RD 32
POULSEN LN
YENNE LN
OAK POINT LN
MCGOWIN DR
MONK RD
RABBIT RUN
WAGONER RD
BISHOP RD
SILVERWOOD DR
CLAUDE'S PL
CHAMPION RD
THISTLE RD
WILDA CT
OLIVE CT
ROSA CT
SANDY LN
SILVER DR
COUNTY RD 24
HOPE LN
GROVE DR
PECAN DR
POSER DR
MCKENZIE RD
U S HWY 98
TURNER LN
COUNTY RD 11
KING RD
COUNTY RD 1
SCENIC HWY 98
Legend
Tax Parcels
City Limits
Planning Districts
UNZONED
ZONED
Proposed Planning District 38
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Miles

[redacted] not on list, say they registered

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
1	Elisabeth Atchley	14202 CR 3 FH	[redacted]	
2	Derick Atchley	14202 County Road 3		
3	Christopher Coffey	14202 D County Rd 3		
4	Laura Coffey	14202 D County Rd 3		
5	William Burmeister Jr	14202 C Co. Rd 3		
6	Kim Burkett	14202 C CR 3		
7	Catherine Alba	14726 CR 3		
8	Maria Horrell	14790 CR 3		
9	[redacted]	14790 CR 3		David Horrell
10	Ray Klein	14789 CR 3		
11	Scott Klein	14784 CR 3		
12	[redacted]	14789 CR 3		
13	Mike Everett	14757 CR 3		
14	Margaret Everett	14757 Co Rd 3		

(12)

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
15	Mallory Nottenkamper	12626 Dominion Drive Fairhope, AL 36532	[redacted]	
16	Wayne Mozley	12626 Dominion Dr. Fairhope, AL 36532		
17	Sherry Mozley	12626 Dominion Dr. Fairhope, AL 36532		
18	CHARLES CROCKER	1253 B DOMINION		
19	Gennifer Taloney	12600 Dominion Dr. Fairhope		
20	Michael Taloney	12600 Dominion Dr. Fairhope, AL 36532		
21	Cindy Lucke	13262 Dominion Dr Fairhope		
22	Russel Luke	13262 Dominion DR Fa		
23	William P. Tompkins	13230 Dominion DR. FAIRHOPE, AL		
24	JoAnn Tompkins	13230 Dominion Dr		
25	Nancy Fitzpatrick	14237 CoRd 3		
26	Anne Fitzpatrick-Wainwright	14237 Co Rd 3		
27	Lilith Arthur Cole	14220 CR-3 Fairhope		
28	HEATHER KOGER	13705 William Childress Ln		

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
29	Tamara S. Williams	12896 Lyter Ln Fairhope, AL	[redacted]	
30	Nancy Darlene Mathein	12935 Lyter Ln Fairhope, A		
31	PHILLIP MICHAEL MATHEIN	12935 LYTER LN FAIRHOPE		
32	Kenneth R. Williams	12896 Lyter Lane Fairhope		
33	Donald Barnett	12424 Lyter LN		
34	LEONARD LYNDA II	12840 LYTER LN		
35	CHARLES A. RICE	12774 LYTER LN.		
36	Jackie Rice	12774 Lyter Lane		
37	[redacted] Lynda II	12840 Lyter Lane		
38	Kyle Lake McDowell	7510 Rabbit Run Rd.		
39	Christa D. McDowell	7510 Rabbit Run Rd		
40	Suzanne Douglas Frances	7578 Rabbit Run Rd Fairhope		
41	Keith Michael Douglas	7578 Rabbit Run Rd Fairho		
42	Pearline Jansen	7578 Rabbit Run Rd Fairho		

(T3)

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
43	Melissa N. Nolte	8177 County Road 11	[redacted]	
44	Brian P. Nolte	8177 County Road 11		
45	Ashley G Campbell	12906 Ray Henderson Ln		
46	Dennis E. Campbell, Jr.	12906 Ray Henderson LN		
47	Glenda L Bishop	8722 Co. Rd 11		
48	ROBERT R. ROHM JR.	8148 CO. RD 11		
49	Christopher G Howey	13148 Kellee Rd		
50	Peggy Lavergne	8152 County Rd 11		
51	Joseph A Lavergne	8152 County Rd 11		
52	TERRY LEE BERRY	8190 County Rd. 11		
53		8155 Co. Rd 11		
54	Melissa Adam	8155 Co. Rd 11		
55	Tim Dishon	8218 Co. Rd 11.		
56	Vicki Dishon	8218 County Rd 11		

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
57	CARMEN CALVERT	7300A ROSE BISHOP LANE FAIRHOPE, AL	[redacted]	Carmen Calvert
58	Katherine Johnson	7300 Rose Bishop Ln. Fairhope		
59	Chance Johnson	7300 Rose Bishop Lane		
60	Mackenzie Jones	7300 Rose Bishop Lane		
61	Josiah Decker	7300 Rose Bishop Lane		
62	Bryleigh Johnson	7300 Rose Bishop Lane		
63	Angie Jones	14859 County Rd 3		
64	David Jones	14859 County Rd 3		
65	OLIVER K PITT	14897 co Rd 3		
66	LILA DIANE PITT	14897 CO. Rd 3		
67	AMANDA L. FULTZ	14901 CO Rd 3		
68	JOHN DOUG FULTZ	14901 Co. Rd 3		
69	Brenda DOBBETT Dossett	7340 Co Rd 24		Brenda Dossett
70	Sonya Goolsby	7270 Co Rd 24		

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
71	FREDERICK Robert PATTERSON	8387 County Rd 11 Fairhope, AL 3653	[redacted]	Frederick R. Patterson
72	LYNN ANN PATTERSON	8387 County Rd. 11 Fairhope, AL 36532		Lynn A. Patterson
73	FREDERICK HAWTHORNE PATTERSON	8387 County Road 11 Fairhope, AL 36532		Frederick H. Patterson
74	Chris Haber	13111 Saddlebrook Circle Fairhope, AL 36532		
75	Mary E. Haber	13111 Saddlebrook Fairhope, A 3653		
76	David A. Brush	13112 Saddle brook circle Fairhope 3653		
77	Maryzane Brush	13112 Saddlebrook circle Fairhope 3653		
78	Lynn Carroll	13032 Saddlebrook		Lynn Carroll
79	Charlie Carroll	13032 Saddlebrook		
80	Margaret Michelle Petrus	12973 Saddlebrook Cir.		Michelle Petrus
81	Deon HARPER	12865 SADDLEBROOK Ci		Deon Harper
82	Melissa Caballero	12900 Saddlebrook C		
83	Leslie Lomers	12878 Saddle brook Cir		Leslie Lomers
84	Woody Beck	12763 " "		

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
85	Miles Cook	14189 County RD. 3 Fairhope, AL	[redacted]	Miles Cook
86	Madison Koger	13705 William Childress Ln		Madison Koger
87	GREG KOGER	13705 WILLIAM CHILDRESS LANE		Greg Koger
88	Susan B. Wilson	7605 U.S. Highway 98 Fhope		Susan B Wilson
89	MARIANNE B. STEWART	7551 U.S. Highway 98 Fhope		Marianne B. Stewart
90	GLENN STEWART	7551 U.S. Highway 98 Fhope		Glenn Stewart
91	Thomas B. Langham	7578 B Rabbit Run, F'hope		Tommy Langham
92	Emma Louise Langham	7578 B Rabbit Run, F'hope Emma Louise Langham		Emma Louise Langham
93	DANIEL P. SWANSON	13018 SADDLEBROOK CIRCLE FAIRHOPE, AL		Daniel P Swanson
94	Ellen E Swanson	13018 Saddlebrook Cir Fairhope, AL 36532		E
95	Valerie J. Cook	13018 Saddlebrook Cir		Valerie J Cook
96	Andrew Stortz	12970 Saddlebrook Cir		
97	Stefanie Hunt-Stortz	12970 Saddlebrook Cir		
98	JOHN W. BARNES, JR.	12936 Saddlebrook Cir.		

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
99	Leslie Childress	13795 Co Rd 3 F'hope	[redacted]	Leslie Childress
100	Christopher Fuller Morgan	13795 co RD 3 Fairhope		
101	Wesley Comalander	13795 co Rd 3 Fairhope		
102	Coleton Childress	14014 Co Rd 3 Fairhope		Coleton Childress
103	Margaret M. Barnes	12936 Saddlebrook Circle		Margaret M. Barnes
104	Tara Schmidt	9665 co rd 11		Tara Schmidt
105	David J. Kincaid	9665 co Rd 11		D Kincaid
106	Kelly David Stinson	12740 Saddlebrook Circle Fairhope		
107	Jill Cabaniss	12788 Dominion Dr.		Jill Cabaniss
108	William Britt McInnis	12741 Dominion Dr.		William B McInnis
109	Kimberly Poole McInnis	12741 Dominion Dr.		Kimberly P. McInnis
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showing * county road 3 addresses not Hope Lane - all registered voter

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

	Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
113	Rhonda D. Reed	7664 Hope Lane	[redacted]	Rhonda D Reed
114	Maggie B Reed	7664 Hope Lane		Maggie Reed
115	Philip Lee Darnell	7655 Hope LANE		Philip Lee Darnell
116	Debra A Ferguson	7655 Hope LANE		Debra A Ferguson
117	Donna Henderson	7601 Hope Lane		Donna Henderson
118	Phillip Henderson	7601 Hope Lane		Phillip Henderson
119	M Christina Franc	7600 Hope Lane		M. Christina Franc
120	BRIAN T. FRANC	7600 HOPE LANE		Brian T. Franc
121	Stephen S Reed	7664 Hope Lane		Stephen S Reed
122	Theresa N Raugh	14189 County Rd 3		Theresa N Raugh
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(1)

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart1 of the Code of Alabama and to request a referendum election in accordance therewith.

	Full Legal Name (Please print)	Residence Address (Please print)	Date of Birth	Signature
127	Courtney Alexis Wadsworth	8483-C County Road 11, Fairhope, AL 36532	[redacted]	Courtney Wadsworth
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PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Margaret Murray Sullivan	16695 Polo club Rd.	[redacted]	Margaret M. Sullivan
Frances Grace Sullivan	16695 Polo club road	[redacted]	Grace Sullivan
Joseph Raymond Sullivan	16695 Polo Club Road	[redacted]	
ALISON DORRIETY NEUMANN	16900 Polo Club Road	[redacted]	Alison D. Neumann
ALFRED MILES NEUMANN, JR.	16900 Polo Club Road	[redacted]	
Joseph Robert Sullivan	16695 Polo Club Rd.	[redacted]	
Phillip Miller	15950 County Rd 3	[redacted]	Phillip Miller
Linda miller	15950 County R 3	[redacted]	
GERALD Withee	7336 Monk Rd	[redacted]	Gerald Withee
Collin A. Withee	7336 Monk rd	[redacted]	
Stacy B Marshall	7382 Monk rd	[redacted]	
Edith w. Clustor	7530 Monk Road	[redacted]	Edith W. Clustor
James C. Clustor	7530 Monk Road	[redacted]	

(13)

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
HAYMES SNEDEKER	16617 POLO CLUB RD FAIRHOPE AL 36532	[redacted]	Haymes S-Snede
AMY SNEDEKER	16617 POLO CLUB RD. FAIRHOPE AL 36532		

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
William Maurice Carlisle	7844 Co Rd 32 Fairhope AL 3653[illegible]	[redacted]	Wm Carlisle

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	**Residence Address (please print)**	**Date of Birth**	**Signature**
William Hunter Lyons, Jr.	7844 County Rd. 32 Fairhope, Al. 36532	[redacted]	W. Hunter Lyons Jr

(1)

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Eugenia D. Beall	16500 Polo club Road	[redacted]	Eugenia D. Beall
Eric Beall	16500 Polo Club Road		

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Ashley McCormick	16812 Polo Club Road	[redacted]	Ashley McCormick
Jason McCormick	" "		
Isabella McCormick	" "		Isabella McCormick

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

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† Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
THOMAS O MCRANEY	16452 POLO CLUB RD POINT CLEAR, AL 36564	[redacted]	
Karen B. McRaney	16452 Polo Club Rd Pointclear AL 36564		Karen B. McRaney

(2)

PETITION FOR PROPOSED PLANNING DISTRICT 38
REFERENDUM TO ESTABLISH PLANNING AND ZONING

We the undersigned registered voters of Proposed Planning District 38 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2. Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
ALEXANDER S. NEUMANN	16900 POLO CLUB ROAD 36532	[redacted]	

Baldwin County Commission

Agenda Action Form

File #: 22-1450, **Version:** 1 **Item #:** DA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Commissioner James E. Ball, District 1
Submitted by: Barbara Pate, Commission Executive Assistant

ITEM TITLE
Proclamation - RIDEYELLOW DAY on October 1, 2022

STAFF RECOMMENDATION
Adopt a Proclamation proclaiming October 1, 2022, as “RIDEYELLOW DAY” in Baldwin County, Alabama.

BACKGROUND INFORMATION

Background: North Baldwin Infirmary is requesting the Baldwin County Commission adopt a proclamation proclaiming October 1, 2022, as RIDEYELLOW DAY in Baldwin County.

RIDEYELLOW was founded in 2007 by Ann White-Spunner and Mary Trufant to raise awareness of cancer and to draft grassroots support for their mission of inspiring and empowering people affected by cancer.

Since 2007, RIDEYELLOW has raised more than $538,000 to various cancer charities, including Rapahope.

The following representatives from North Baldwin Infirmary will be present to accept the Proclamation: Devin Clarke, Manager, NBI Fitness & Rehab Services; Jill Everson, Director, NBI Fitness & Rehab Services; Kenny Breal, President, NBI; Hannah Peterson, Director of Marketing and Community Relations, NBI

Previous Commission action/date: June 4, 2019 - Last BCC Proclamation

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: Administration - Please print original Proclamation to be presented to representatives from North Baldwin Infirmary.

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

PROCLAMATION

PROCLAIMING OCTOBER 1, 2022, AS "RIDEYELLOW DAY" IN BALDWIN COUNTY, ALABAMA.

WHEREAS, RIDEYELLOW is an Infirmary Health annual charity bike ride held on October 1, 2022. The ride begins at Halliday Park in Bay Minette, Alabama, with a six-mile tribute ride and the option to continue pedaling the 10, 20, 37 or 62-mile routes; and

WHEREAS, RIDEYELLOW was founded in 2007 by Ann White-Spunner and Mary Trufant to raise cancer awareness and to draft grassroots support for their mission of inspiring and empowering people affected by cancer; and

WHEREAS, Since the 2007 inaugural ride in Loxley, Alabama, RIDEYELLOW has steadily grown and raised more money for cancer charities each year; and

WHEREAS, Last year RIDEYELLOW donated $15,000.00 to Camp Rap-A-Hope, a local non-profit organization that offers free, year-round recreational and support programs to those with childhood cancer and their families, and has donated more than $538,000.00 to various cancer charities since its inception; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby proclaim October 1, 2022, as "RIDEYELLOW DAY" in Baldwin County, Alabama.

IN WITNESS, WHEREOF, we have hereunto set our hands and caused the Seal of Baldwin County, Alabama, to be affixed on this the 20th day of September 2022.

_____
Commissioner James E. Ball
Chairman

_____
Commissioner Matthew P. McKenzie

_____
Commissioner Billie Jo Underwood

_____
Commissioner Charles F. Gruber
Vice Chairman

Baldwin County Commission

Agenda Action Form

File #: 22-1451, **Version:** 1 **Item #:** DA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director/Interim County Administrator, Felisha Anderson, Archives Director/Historic Projects Coordinator
Submitted by: Felisha Anderson, Archives Director/Historic Projects Coordinator

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ITEM TITLE
Proclamation - Archives Month in October 2022

STAFF RECOMMENDATION
Adopt a Proclamation which proclaims October 2022 as “Archives Month” in Baldwin County, Alabama.

BACKGROUND INFORMATION

Background: Felisha Anderson, Baldwin County Director of Archives and History/Historic Projects Coordinator and the Archives and History staff will attend the September 20, 2022, meeting to accept the proclamation.

The Baldwin County Department of Archives and History is celebrating American Archives Month throughout October. Join us to learn more about how our staff make your history accessible to you. Follow the Archives and History Department on social media and share your archives stories using the hashtag #ArchivesMonth.

The Society of American Archives, the Council of State Archivist, and individual archives around the country designates October as a time to focus on the importance of historical records and help citizens understand what archivists do to maintain and preserve them. Although the profession is sometimes overlooked, archives play an important role in preserving the American story. Like archivists everywhere, the staff of the Baldwin County Commission’s Department of Archives and History work daily to maintain Baldwin County’s history and make it available to the public.

In honor of this celebration, staff invites the community to take part in activities throughout this month to learn more about Baldwin County’s rich cultural heritage and history.

Saturday, October 1, 2022 - Hosted by the Baldwin County Department of Archives and History in partnership with the South Alabama Antique Tractor and Engine Club, Olde Time Days will be held at Baldwin County Bicentennial Park from 9:00 a.m. - 4:00 p.m. One of the first sawmills built in Alabama was Kennedy Mill’s, which was located on the grounds of Bicentennial Park. Stockton,

Alabama was built and sustained by the timber and sawmill industry because the area had the advantage of fertile farmlands and river bottoms.

Thursday, October 6, 2022 - Hosted by the Baldwin County Department of Archives and History in partnership with the City of Bay Minette, the Removal of the Baldwin County Seat reenactment and storytelling event will be held at the Courthouse in Bay Minette from 5:00 p.m. - 7:30 p.m. This event will include a period attire and a dessert baking contest.

Friday, October 22, 2022 at 1:00 p.m. - Coordinated by the Baldwin County Department of Archives and History, a Historic Sites in Bay Minette (the county seat) Scavenger Hunt will start at the Courthouse Gazebo. The public is invited to participate.

Previous Commission action/date:
October 5, 2021 -Proclaimed October 2021, as “Archives Month” in Baldwin County, Alabama.

October 6, 2020 -Proclaimed October 2020, as “Archives Month” in Baldwin County, Alabama..

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 - Print proclamation, obtain signatures prior to the meeting, and place in presentation binder.

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

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

PROCLAMATION

PROCLAIMING OCTOBER 2022, AS "ARCHIVES MONTH" IN BALDWIN COUNTY, ALABAMA.

WHEREAS, archival records contain information of enduring value to the communities, institutions, and citizens of Baldwin County and are essential for understanding the past, coping with the present, and preparing for the future; and

WHEREAS, archival records protect the rights of citizens; provide transparency and accountability for the action of government; document the growth of our economy and institutions; and connect today's generations with the legacies of their forebears; and

WHEREAS, archival records support research into health, environmental, social, and economic issues; provide vital resources for the education of our young people; and form the basis of programs for the edification and enjoyment of the general public; and

WHEREAS, Baldwin County's professional archivist and staff play a crucial role in identifying, preserving, and making available these records; and

WHEREAS, through these archives, future generations of Baldwin County, Alabama can more accurately study the past, learn from the accomplishments of their predecessors, trace their ancestors, understand their community's pride of place, confirm property rights, and maintain laws, while celebrating the history of our County; and

WHEREAS, October has been declared National Archives Month in the United States by the Society of American Archivists, the International Council on Archives, and the Society of American Archivists, and it is fitting that Baldwin County join in this observance; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED that we hereby proclaim October 2022 as "Archives Month" in Baldwin County, Alabama, and encourage the public to visit the Baldwin County Archives facility and other archives and museums throughout the area.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Seal of Baldwin County, Alabama to be affixed on this 20th day of September 2022.

Commissioner James E. Ball, Chairman	Commissioner Matthew McKenzie
Commissioner Billie Jo Underwood	Commissioner Charles F. Gruber

Baldwin County Commission

Agenda Action Form

File #: 22-1467, **Version:** 1 **Item #:** DA3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Ronald J. Cink, Budget Director

ITEM TITLE
*Adoption of the Baldwin County Fiscal Year 2022-2023 Budget

STAFF RECOMMENDATION
Take the following actions:
Each Resolution to be voted on separately and in the order indicated in the Staff Recommendation.

1) Adopt Resolution #2022-166 of the Baldwin County Commission, which, pursuant to Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901 and related to the promotion of local economic and industrial development, provides for respective determinations by the Baldwin County Commission that a variety of expenditures of public funds, as relates to a myriad of appropriations authorized by the Baldwin County Fiscal Year 2022-2023 Budget, will respectively, serve valid and sufficient public purposes; and

2) Adopt Resolution #2022-165 of the Baldwin County Commission which adopts the Baldwin County Fiscal Year 2022-2023 Budget and approve the attached Decision Item Lists for Fiscal Year 2023 that correlate with Resolution #2022-165.

BACKGROUND INFORMATION

Background: The first recommended action, Resolution #2022-166, provides for the respect and acknowledgment of Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901. Amendment No. 750 and Amendment No. 772 provide additional authority for the Baldwin County Commission and municipal governments in the county to promote local economic and industrial development. Since the Baldwin County Fiscal Year 2022-2023 Budget involves expenditures (grants) of public funds to firms, corporations or other business entities, public or private, which could be construed or tied to the promotion of local economic and industrial development, staff accomplished the procedures provided in Amendment No. 750 and Amendment No. 772 to inform the public of the proposed actions. Staff reviewed the proposed appropriations with the Baldwin County Commission during several public special meetings related to the Baldwin County Commission's Fiscal Year 2022-2023 Budget Deliberations. In accordance with Amendment No. 750 and Amendment No. 772, notification (by public notice) to the public was published in the Wednesday, September 14, 2022, edition of the Gulf Coast Media newspapers which is the newspaper having the largest circulation in Baldwin County.

Further, Resolution #2022-166, is required to be adopted setting forth the respective determinations of the Baldwin County Commission that the variety of expenditures of public funds, as relates to a myriad of appropriations authorized by the Baldwin County Fiscal Year 2022-2023 Budget, will, respectively, serve a valid and sufficient public purpose.

The second action, Resolution #2022-165, provides for the adoption of the Baldwin County Fiscal Year 2022-2023 Budget.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: Fiscal Year 2023 Budget is $240,683,807.00

Budget line item(s) to be used: Various

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes, one-time ad in Gulf Coast Media newspapers for Resolution #2022-166 (Exhibit A to FY2023 Budget).

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Ronald J. Cink, Budget Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
The Fiscal Year 2022-2023 Budget will be posted to the County website once it is approved, and budget books will be available at each Commission Office and the Baldwin County Archives facility.

Additional instructions/notes: N/A

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STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-166
OF THE
BALDWIN COUNTY COMMISSION

PURSUANT TO AMENDMENT NO. 750 AND/OR AMENDMENT NO. 772 TO THE CONSTITUTION OF ALABAMA 1901, AND RELATED TO THE PROMOTION OF LOCAL ECONOMIC AND INDUSTRIAL DEVELOPMENT, PROVIDING FOR RESPECTIVE DETERMINATIONS BY THE BALDWIN COUNTY COMMISSION THAT A VARIETY OF EXPENDITURES OF PUBLIC FUNDS, AS RELATES TO A MYRIAD OF APPROPRIATIONS AUTHORIZED BY THE BALDWIN COUNTY FISCAL YEAR 2022-2023 BUDGET, WILL, RESPECTIVELY, SERVE VALID AND SUFFICIENT PUBLIC PURPOSES.

WHEREAS, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901 authorizes, among other things enumerated within said Amendment and for the promotion of local economic and industrial development, the Baldwin County Commission to lend its credit or grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of Baldwin County; and

WHEREAS, further, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901 provides that the authority provided by said Amendment be exercised only after the following has been accomplished:

[1] The action proposed to be taken by the Baldwin County Commission is at a public meeting of the governing body of Baldwin County by resolution containing a determination by the Baldwin County Commission that the expenditure of public funds for such purpose will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

[2] At least seven days prior to the public meeting, a notice is published in the newspaper having the largest circulation in the county describing in reasonable detail: [i] the action proposed to be taken, [ii] a description of the public benefits sought to be achieved by such action and [iii] identifying each individual, firm, corporation, or other business entity to whom or for whose benefit Baldwin County proposes to lend its credit or grant public funds or thing of value; and

WHEREAS, at this time, the Baldwin County Commission is considering the adoption of the Baldwin County Fiscal Year 2022-2023 Budget, codified as *Resolution #2022-165 of the Baldwin County Commission*, in conformance with applicable Alabama law and during the September 20, 2022, regular meeting of said honorable county governing body; and

WHEREAS, within said Baldwin County Fiscal Year 2022-2023 Budget, the Baldwin County Commission has proposed several appropriations, which would include respective grants and payments of public funds, to firms, corporations, or other business entities, public or private, for the purpose of promoting the economic and industrial development of Baldwin County; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That pursuant to the authority provided by Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, the Baldwin County Commission, by this instrument, a resolution of the Baldwin County Commission, authorizes a myriad of actions (appropriations), which would include respective grants and payments of public funds, to firms, corporations, or other business entities, public or private, for the purpose of promoting the economic and industrial development of Baldwin County, as listed below and as part of the Baldwin County Fiscal Year 2022-2023 Budget, as adopted during the September 20, 2022, regular (public) meeting of the Baldwin County Commission, said actions (appropriations) as follows:

[1] An appropriation not to exceed $72,000 to Adams and Reese LLP; and
[2] An appropriation of $467,000 to the Baldwin County Economic Development Alliance, Inc.; and
[3] An appropriation of $5,000 to the Central Baldwin Chamber of Commerce; and
[4] An appropriation of $5,000 to the Coastal Alabama Business Chamber; and
[5] An appropriation of $5,000 to the Eastern Shore Chamber of Commerce; and
[6] An appropriation of $5,000 to the North Baldwin Chamber of Commerce; and
[7] An appropriation not to exceed $55,000 to the South Baldwin Chamber of Commerce; and
[8] An appropriation of $25,000 to Southwest Alabama Workforce Development Council; and
[9] An appropriation of $10,000 to the USS Alabama Battleship Commission; and
[10] An appropriation not to exceed $114,000 to Van Scoyoc Associates, Inc.

FURTHER, BE IT RESOLVED, That, respecting Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, the Baldwin County Commission, by this instrument, a resolution of the Baldwin County Commission, as adopted during the September 20, 2022, regular (public) meeting of the Baldwin County Commission provides respective determinations by said county governing body that the individual actions (appropriations), as above referenced, which involve respective expenditures (grants) of public funds to firms, corporations, or other business entities, public or private, for the purpose of promoting the economic and industrial development of Baldwin County will each serve a valid and sufficient public purpose, notwithstanding any respective incidental benefit accruing to any private entity or entities, said respective determinations as follows:

[1] As above recited, the appropriation not to exceed $72,000 to Adams and Reese, LLP, shall serve a valid and sufficient public purpose for Adams and Reese, LLP, to, among other things enumerated in the applicable Agreement with Baldwin County, provide consulting and advising services to the Baldwin County Commission with regard to specific federal, state and economic development representation that shall enhance Baldwin County's presence before federal, state and other agencies and will help leverage resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

[2] As above recited, the appropriation of $467,000 to the Baldwin County Economic Development Alliance, Inc., shall serve a valid and sufficient public purpose for the Baldwin County Economic Development Alliance, Inc., to, among other things enumerated in the applicable Agreement with Baldwin County, work for the mutual economic and industrial development of Baldwin County; further, to continue a public / private partnership program for economic development in Baldwin County; further, to recruit new economic development investment; further, to seek, discover and endeavor to attract and promote new and expanding commercial prospects within Baldwin County,

and to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County.

[3] As above recited, the appropriation of $5,000 to the Central Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the Central Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama.

[4] As above recited, the appropriation of $5,000 to the Coastal Alabama Business Chamber shall serve a valid and sufficient public purpose for the Coastal Alabama Business Chamber to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[5] As above recited, the appropriation of $5,000 to the Eastern Shore Chamber of Commerce shall serve a valid and sufficient public purpose for the Eastern Shore Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[6] As above recited, the appropriation of $5,000 to the North Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the North Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[7] As above recited, the appropriation not to exceed $55,000 to the South Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the South Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County. Furthermore, continue their work with the Gateway Initiative to promote and enhance workforce development within Baldwin County.

[8] As above recited, the appropriation of $25,000 to Southwest Alabama Workforce Development Council shall serve a valid and sufficient public purpose for the Southwest Alabama Workforce Development Council to, among other things enumerated in the applicable Agreement with Baldwin County, develop a comprehensive, integrated workforce development system to enhance the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to economic development and employee retention.

[9] As above recited, the appropriation of $10,000 to the USS Alabama Battleship Commission shall serve a valid and sufficient public purpose for the USS Alabama Battleship Commission to, among other things enumerated in the applicable Agreement with Baldwin County, provide for the operation of the "USS Alabama Battleship Memorial Park" which remains a public museum promoting the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to tourism.

[10] As above recited, the appropriation not to exceed $114,000 to Van Scoyoc Associates, Inc., shall serve a valid and sufficient public purpose for Van Scoyoc Associates, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, provide federal relations services to the Baldwin County Commission that shall enhance Baldwin County's presence before the United States Congress and Executive Branch Agencies of the United States and will help leverage federal resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

FURTHER, BE IT RESOLVED, That, respecting Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, the Baldwin County Commission, at least seven days prior to the September 20, 2022, regular (public) meeting of the Baldwin County Commission, provided notice, on Wednesday, September 14, 2022, as published in the newspaper having the largest circulation in Baldwin County, Alabama (Baldwin Times of the Gulf Coast Media newspapers) which described in reasonable detail: [i] the action(s) proposed to be taken as identified by this instrument, [ii] respective description(s) of the public benefits sought to be achieved by such respective action(s) identified by this instrument and
[iii] identified each individual, firm, corporation, or other business entity to whom or for whose benefit Baldwin County proposes to lend its credit or grant public funds or thing of value as identified by this instrument, a copy of said notice attached to this instrument as ***Exhibit "A."***

DONE, under the Seal of the County of Baldwin, at the Fairhope Satellite Courthouse, in Fairhope, Alabama, on this the 20th day of September, 2022.

_____
Commissioner James E. Ball, Chairman
Baldwin County Commission

ATTEST:

_____
Ronald J. Cink
Budget Director/Interim County Administrator

NOTICE

In accordance with, and respecting the parameters set forth by, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, please be informed that the Baldwin County Commission will consider at its regular meeting on September 20, 2022, the adoption of *Resolution #2022-166 of the Baldwin County Commission* which will authorize several appropriations as part of the comprehensive Baldwin County Fiscal Year 2022-2023 Budget, which would include respective grants and payment of public county funds, to firms, corporations, or other business entities, public or private, for the purpose of promoting the economic and industrial development of Baldwin County.

The September 20, 2022, regular meeting of the Baldwin County Commission begins at 8:30 a.m. in the County Commission Meeting Chambers, 2nd floor, at the Baldwin County Fairhope Satellite Courthouse located at 1100 Fairhope Avenue in Fairhope, Alabama 36532.

The appropriations, contained in *Resolution #2022-166 of the Baldwin County Commission*, are as follows:

[1] As above recited, the appropriation not to exceed $72,000 to Adams and Reese, LLP, shall serve a valid and sufficient public purpose for Adams and Reese, LLP, to, among other things enumerated in the applicable Agreement with Baldwin County, provide consulting and advising services to the Baldwin County Commission with regard to specific federal, state and economic development representation that shall enhance Baldwin County's presence before federal, state and other agencies and will help leverage resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

[2] As above recited, the appropriation of $467,000 to the Baldwin County Economic Development Alliance, Inc., shall serve a valid and sufficient public purpose for the Baldwin County Economic Development Alliance, Inc., to, among other things enumerated in the applicable Agreement with Baldwin County, work for the mutual economic and industrial development of Baldwin County; further, to continue a public / private partnership program for economic development in Baldwin County; further, to recruit new economic development investment; further, to seek, discover and endeavor to attract and promote new and expanding commercial prospects within Baldwin County, and to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County.

[3] As above recited, the appropriation of $5,000 to the Central Baldwin Chamber of Commerce, Inc. shall serve a valid and sufficient public purpose for the Central Baldwin Chamber of Commerce, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama.

[4] As above recited, the appropriation of $5,000 to the Coastal Alabama Business Chamber shall serve a valid and sufficient public purpose for the Coastal Alabama Business Chamber to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[5] As above recited, the appropriation of $5,000 to the Eastern Shore Chamber of Commerce, Inc. shall serve a valid and sufficient public purpose for the Eastern Shore Chamber of Commerce, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[6] As above recited, the appropriation of $5,000 to the North Baldwin Chamber of Commerce, Inc. shall serve a valid and sufficient public purpose for the North Baldwin Chamber of Commerce, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[7] As above recited, the appropriation not to exceed $55,000 to the South Baldwin Chamber of Commerce, Inc. shall serve a valid and sufficient public purpose for the South Baldwin Chamber of Commerce, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Gateway Initiative to promote and enhance workforce development within Baldwin County.

[8] As above recited, the appropriation of $25,000 to Southwest Alabama Workforce Development Council shall serve a valid and sufficient public purpose for the Southwest Alabama Workforce Development Council to, among other things enumerated in the applicable Agreement with Baldwin County, develop a comprehensive, integrated workforce development system to enhance the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to economic development and employee retention.

[9] As above recited, the appropriation of $10,000 to the USS Alabama Battleship Commission shall serve a valid and sufficient public purpose for the USS Alabama Battleship Commission to, among other things enumerated in the applicable Agreement with Baldwin County, provide for the operation of the "USS Alabama Battleship Memorial Park" which remains a public museum promoting the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to tourism.

[10] As above recited, the appropriation not to exceed $114,000 to Van Scoyoc Associates, Inc., shall serve a valid and sufficient public purpose for Van Scoyoc Associates, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, provide federal relations services to the Baldwin County Commission that shall enhance Baldwin County's presence before the United States Congress and Executive Branch Agencies of the United States and will help leverage federal resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

If you have any questions regarding this Notice, please contact:

Ronald J. Cink, Interim County Administrator/Budget Director for the Baldwin County Commission, at (251) 580-2550

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Ronald J. Cink, Interim County Administrator/Budget Director, at (251) 580-2550 or rcink@baldwincountyal.gov

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION #2022-165
OF THE
BALDWIN COUNTY COMMISSION

COMES NOW, the Baldwin County Commission required by Section 11-8-3 of the Code of Alabama 1975 to adopt a balanced budget for Fiscal Year 2023; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby adopt the Baldwin County Fiscal Year 2023 Budget; and that the following estimates of revenues and expenses, as related thereto, are hereby adopted; and those revenues and expenses are appropriated as follows:

GENERAL FUND:		
Projected Fund Balance – Reserved		$11,844,052.00
Projected Fund Balance – Unreserved		$41,126,802.00
Total Revenue & Transfers In		$106,658,097.00
Total Fund Balance, Revenue and Transfers In		$159,628,951.00
Expenditures & Transfers Out		
	County Commission	$21,715,610.00
	Telephone System	($263,687.00)
	Copy & Mail	$15,195.00
	Enterprise Technology Projects	$115,000.00
	Statutory Appropriations	$193,500.00
	Commission Contingency	$3,925,046.00
	Administrator & Central Administration	$1,110,070.00
	Call Center & PIO	$694,292.00
	Court Systems: Federal & State	$4,600.00
	Circuit Court	$118,908.00
	District Court	$5,366.00
	District Attorney	$304,887.00
	Probate Judge	$5,127,568.00
	GF Building Costs	$5,660,070.00
	Revenue Commissioner	$2,331,291.00
	Finance & Accounting Department	$1,544,476.00
	Budget & Purchasing Department	$707,232.00
	Sales Tax Department	$1,424,633.00
	Elections	$485,052.00
	Board of Registars	$407,855.00
	Veteran's Affairs	$4,497.00
	Personnel	$861,942.00
	CIS Department	$5,718,290.00
	County Attorney	$450,000.00
	Megasite	$2,247,036.00
	BC Coliseum	$0.00
	DHR Robertsdale	$0.00
	BM Courthouse Building	$1,077,600.00
	Central Annex II	$70,700.00
	Special Appropriations	$1,831,278.00
	Central Annex	$384,135.00
	Foley Courthouse	$235,338.00
	Fairhope Courthouse	$289,016.00
	Building Maintenance Department	$1,928,025.00
	Custodial Department	$460,762.00
	Coastal Area Program	$147,287.00
	Sheriff	$24,417,317.00
	Jail	$14,259,792.00
	EMA	$1,424,351.00
	Emergency Shelter	$3,600.00
	Coroner	$851,370.00
	JPO	$22,257.00
	Baldwin Youth Service	$2,700.00
	Building Inspection Department	$1,362,938.00

	Planning Department	$1,909,167.00
	Health Department	$5,700.00
	Cigarette Tax Distribution	$876,800.00
	Indigent Burial	$11,000.00
	Library Services	$106,202.00
	Board of Education	$71,262.00
	Extension Service - Support	$771.00
Total Expenditures & Transfers Out		$106,658,097.00
Projected Fund Balance – Reserved		$11,844,052.00
Projected Fund Balance – Unreserved		$41,126,802.00
Total Fund Balance, Expenses and Transfers Out		$159,628,951.00
HEALTH TAX FUND:		
Total Revenue & Transfers In		$3,355,630.00
Expenditures & Transfers Out		
	BC Health Department	$1,926,917.00
	Transfers Out	$1,428,713.00
Total Expenditures & Transfers Out		$3,355,630.00
COUNTY TRANSPORTATION FUND:		
Total Revenue & Transfers In		$69,896.00
Total Expenditures & Transfers Out		$69,896.00
LEGISLATIVE DELEGATION FUND:		
Total Revenue & Transfers In		$389,418.00
Expenditures & Transfers Out		
	Legislative Delegation – Bay Minette	$338,086.00
	Legislative Delegation – Fairhope	$51,332.00
Total Expenditures & Transfers Out		$389,418.00
JUVENILE DETENTION FACILITY FUND:		
Total Revenue & Transfers In		$1,802,320.00
Total Expenditures & Transfers Out		$1,802,320.00
BALDWIN COUNTY ARCHIVES FUND:		
Total Revenue & Transfers In		$868,549.00
Expenditures & Transfers Out		
	BC Archives Facility	$868,349.00
	McLeod House	$200.00
Total Expenditures & Transfers Out		$868,549.00
ANIMAL SHELTER FUND:		
Total Revenue & Transfers In		$6,611,993.00
Total Expenditures & Transfers Out		$6,611,993.00
SEVEN (7) CENT GASOLINE FUND:		
Projected Fund Balance – Reserved		$4,301,073.00
Projected Fund Balance – Unreserved		$17,848,528.00
Total Revenue & Transfers In		$36,690,339.00
Total Fund Balance, Revenue and Transfers In		$58,839,940.00
Expenditures & Transfers Out		
	Hwy Dept Misc	$430,294.00
	Resurfacing	$2,900,000.00
	Bridge Projects	$50,000.00

	Flood Reduction Projects	$2,920,000.00	
	Engineering Study Projects	$0.00	
	New Road Construction Projects	$5,250,000.00	
	Safety Improvement Projects	$1,840,000.00	
	Special Projects	$600,000.00	
	Accept For Maintenance	$0.00	
	Highway RRR Offset	($2,689,500.00)	#
	HWY Administration	$3,747,618.00	#
	HWY Area 100 Facility	$4,754,695.00	
	HWY Area 200 Facility	$4,542,378.00	
	HWY Area 300 Facility	$5,255,771.00	
	HWY Construction Engin	$851,422.00	
	HWY Maintenance Engine	$780,986.00	
	HWY Mowing Crew	$2,936,341.00	
	HWY Subdivision Develo	$448,136.00	
	HWY GeoSpatial Operati	$382,177.00	
	HWY Buildings	$398,000.00	
	HWY Pre-Construct. Eng	$1,292,021.00	
Total Expenditures & Transfers Out		$36,690,339.00	
Projected Fund Balance – Reserved		$4,301,073.00	
Projected Fund Balance – Unreserved		$17,848,528.00	
Total Fund Balance, Expenses and Transfers Out		$58,839,940.00	
ROAD & BRIDGE FUND:			
Total Revenue & Transfers In		$17,293,156.00	
Total Expenditures & Transfers Out		$17,293,156.00	
PUBLIC HIGHWAY & TRAFFIC FUND:			
Total Revenue & Transfers In		$930,700.00	
Total Expenditures & Transfers Out		$930,700.00	
SEVERED MATERIAL SEVERANCE TAX:			
Total Revenue & Transfers In		$211,000.00	
Total Expenditures & Transfers Out		$211,000.00	
REBUILD ALABAMA FUND:			
Total Revenue & Transfers In		$2,851,000.00	
Total Expenditures & Transfers Out		$2,851,000.00	
CAPITAL IMPROVEMENT FUND:			
Total Revenue & Transfers In		$930,300.00	
Total Expenditures & Transfers Out		$930,300.00	
RRR (4 CENT) GASOLINE TAX FUND:			
Total Revenue & Transfers In		$2,689,620.00	
Total Expenditures & Transfers Out		$2,689,620.00	
FEDERAL AID EXCHANGE FUND:			
Total Revenue & Transfers In		$400,000.00	
Total Expenditures & Transfers Out		$400,000.00	
REAPPRAISAL FUND:			
Total Revenue & Transfers In		$7,129,509.00	
Total Expenditures & Transfers Out		$7,129,509.00	
B.C. COUNCIL ON AGING FUND:			

Total Revenue & Transfers In		$932,803.00
Total Expenditures & Transfers Out		$932,803.00
SECTION 18 (BRATS) FUND:		
Total Revenue & Transfers In		$6,135,892.00
Expenditures & Transfers Out		
	Administration	$3,732,699.00
	Operations	$2,326,443.00
	BRATS Building Cost	$76,750.00
Total Expenditures & Transfers Out		$6,135,892.00
PARKS FUND:		
Total Revenue & Transfers In		$4,329,103.00
Expenditures & Transfers Out		
	Parks Department	$3,761,509.00
	Live Oak Park	$386,032.00
	Bicentennial Park	$181,562.00
Total Expenditures & Transfers Out		$4,329,103.00
Eastern Shore MPO		
Total Revenue & Transfers In		$189,500.00
Total Expenditures & Transfers Out		$189,500.00
GOMESA FUND:		
Total Revenue & Transfers In		$5,100,000.00
Total Expenditures & Transfers Out		$5,100,000.00
BP Restore Fund		
Total Revenue & Transfers In		$621,460.00
Total Expenditures & Transfers Out		$621,460.00
Debt Service Fund		
Total Revenue & Transfers In		$10,835,802.00
Total Expenditures & Transfers Out		$10,835,802.00
ARPA Revenue Repalcement Fund		
Total Revenue & Transfers In		$0.00
Total Expenditures & Transfers Out		$0.00
American Rescue Plan Fund		
Total Revenue & Transfers In		$0.00
Total Expenditures & Transfers Out		$0.00
SOLID WASTE FUND:		
Projected Fund Balance – Reserved		$7,161,401.00
Projected Fund Balance – Unreserved		$28,812,825.00
Total Revenue & Transfers In		$11,365,982.00
Total Fund Balance, Revenue, & Transfers In		$47,340,208.00
Expenditures & Transfers Out		
	Administration	$2,136,153.00
	Bio Solids	$111,742.00
	Magnolia Landfill	$5,121,483.00
	Transfer Station	$1,021,781.00
	Inert Landfill: McBride	$1,012,282.00

Inert Landfill: Eastfork		$314,339.00
Inert Landfill: Redhill		$11,000.00
Equipment Maintenance		$616,562.00
Landfill Gas		$259,292.00
SW Building Costs		$182,300.00
Garbage Collection Work Release		$579,048.00
Total Expenditures & Transfers Out		$11,365,982.00
Projected Fund Balance – Reserved		$7,161,401.00
Projected Fund Balance – Unreserved		$28,812,825.00
Total Fund Balance, Expenses and Transfers Out		$47,340,208.00
SOLID WASTE COLLECTION FUND:		
Total Revenue & Transfers In		$9,907,331.00
Expenditures & Transfers Out		
Garbage Collection		$8,558,670.00
Administration		$1,348,661.00
Recycle Center		$0.00
Total Expenditures & Transfers Out		$9,907,331.00
SOLID WASTE RECYCLE FUND:		
Total Revenue & Transfers In		$556,425.00
Expenditures & Transfers Out		
Recycling		$238,580.00
Recycle Center		$317,845.00
Total Expenditures & Transfers Out		$556,425.00
COMMUNITY CORRECTIONS FUND:		
Total Revenue & Transfers In		$1,370,746.00
Total Expenditures & Transfers Out		$1,370,746.00
PLANNING & ZONING COMMISSION FUND:		
Total Revenue & Transfers In		$200,200.00
Total Expenditures & Transfers Out		$200,200.00
OIL & GAS TRUST FUND:		
Total Revenue & Transfers In		$257,036.00
Total Expenditures & Transfers Out		$231,332.00
Statutory Fund Balance		$25,704.00
Total Projected Fund Balance – Unreserved		**$87,788,155.00**
Total Projected Fund Balance – Reserved		**$23,306,526.00**
TOTAL FY 2022-2023 BUDGET		**$240,683,807.00**

BE IT FURTHER RESOLVED, that the Fiscal Year 2023 mileage rate will reflect the IRS rate; and

BE IT FURTHER RESOLVED, that the Baldwin County Fiscal Year 2023 Budget document which will be issued by the Budget Director is to reflect the budgetary decisions made by the Baldwin County Commission during budget work session deliberations and shall be used as a guide in administering the appropriations made in this resolution; and

BE IT FURTHER RESOLVED, that the following financial management policies are hereby adopted as permanent policies of the Baldwin County Commission:

Supplemental Appropriation Procedure

Each Commission Action Form to approve a contract, capital purchase, or other expenditure shall include a certification by the Budget Director or his designee naming the appropriation account from which the purchase will be made and stating that the unencumbered funds are available in the account. All unbudgeted items must have a proposed source of funds, either a new revenue source or from a contingency account.

Consideration of Unfunded Budgetary Requests from outside agencies after adoption of Annual Fiscal Year Budget

No outside agency unfunded budget requests shall be considered for funding until the next fiscal year. Further, all these types of requests shall be screened by the Finance and Taxation Commissioner to ensure that they are closely aligned to Baldwin County's fiscal objectives.

Budget Administration Procedures

The Purchasing Manager, at the request of a Department Head, may let for bid any routine annual purchase or any equipment purchase or contract which is specifically provided for in the budget document. All contracts must be approved by the Baldwin County Commission before they are executed and all expenditures must comply with Purchasing Policy #3.7. The Baldwin County Commission's expense items are classified in three broad categories: Compensation, Operating and Capital. The compensation and capital categories are supported by detailed lists of employees and approved capital items. The operating category contains many and varied line items. For budgetary control, this operating category will be treated as a total although each department has a detailed line item budget. County staff members are prohibited from expending or encumbering

any funds in these broad categories which exceed budgeted funds. The Budget Director or his designee may make transfers between "operating" line items within a Department's budget at the request of a Department Head. Transfers between the compensation, operating and capital categories require Baldwin County Commission approval.

Lease Tax Proceeds

Lease tax proceeds shall be distributed as provided in Section 45-2-244.180 through Section 45-2-244.187 of the Code of Alabama 1975; furthermore, the portion of proceeds remaining in General Fund shall be distributed as follows: a minimum of 12.5% of gross tax to Parks Fund for use in operations with the residual to be used in General Fund at the discretion of the County Commission.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 20th day of September 2022.

James E. Ball, Chairman
Baldwin County Commission

ATTEST:

Ronald Cink
Budget Director

Baldwin County Commission
FY 2023 Budget Worksheet
DECISION ITEMS

Department	Amount	Description
Commission	$31,000.00	Estimated Salary at $60K
Countywide	$25,878.00	Employee Assistance Program (Mental Health Insurance)
Countywide	$200,070.00	Retiree Insurance paid by the commission
Countywide	$4,451,682.00	Countywide Fuel estimated at Gas $3.65 Diesel $4.15
Countywide	$60,720.00	From Air Medicare Worksheet $55 per person
~~Probate~~	~~$425,000.00~~	~~CA Office renovation and furniture~~ Remove at request of Commission
BM Courthouse	$1,000,000.00	Renovate for Circuit Expansion
Sheriff	$55,000.00	Added $18K to base for painting
Sheriff	$18,975,776.00	From Sheriff Projection 2210118975776
Sheriff	$75,000.00	Carport
Sheriff	$264,705.00	Traffic cameras and maintenance fee$75,000
		DJI Mavic Drone$7,000
		True Narc drug analyzer$25,000
		Big Ass Fans (4 ea)$23,200
		Laminator for graphics$7,500
		Roll up garage doors (4)$40,000
		Portable Training Facility (2)$14,532
		Automatic Gates at Mills Creek Training Facility (2)$15,000
		Wave runner$22,150
		Line Launchers (2 ea)$12,810
Sheriff	$834,500.00	Silverado Truck - (2 ea)$64,000
		SSV Tahoes (5 ea)$185,500
		Chevy Tahoes PPV (15 ea)$525,000
		LESS Truck$60,000
Sheriff	$223,470.00	Camera for Vehicles (15)$103,980
		Radios for Vehicles (21)$119,490
Sheriff	$80,060.00	Forensics Computer$8,560
		Radio Frequency Reader and Printer$71,500
Jail	$10,199,332.00	From Sheriff Projection 22101$10,199,332
Jail	$245,000.00	Repair to Corrections Center roof$105,000
		Hydraulic Control System for 2 Stop Elevator $140,000
Jail	$22,500.00	Maintenance - Drivable Man Lift
Jail	$228,200.00	Maintenance Truck$32,000
		Transportation Vans (2 ea)$122,000
		SSV Tahoes (2 ea)$74,000
Jail	$11,380.00	Radio for vehicles (2 ea)
Coroner	$242,800.00	Includes
		$160K Transport
		$41.6K SARPC Pay
		$5K SARPC Scene Response
		$1.2K ALEA/LETS
		$15K Sharps
		$20K Steel Fusion
Coroner	$67,404.00	$28,702 2023 F150/Crew Cab/4WD/V8
		$28,702 2023 F150/Crew Cab/4WD/V8
		$5,000 Truck Accessory/Storage/Cover
		$5,000 Truck Accessory/Storage/Cover
Reappraisal	$570,000.00	Conversion to new system
Reappraisal	$550,000.00	Added $400K for new software package.
Reappraisal	$350,000.00	Flyover
Reappraisal	$100,000.00	3 new vehicles
Archives	$261,984.00	Contract Services $44,000.00
		Scanner for Archives $8,484.00
		Historic Images $9,500.00
		Electronic records storage $200,000
Archives	$82,000.00	More events added/Christmas
Archives	$26,500.00	2023 Ford Explorer
COA	$39,500.00	$500-Little River/ $12,000 Center Door upgrades/$20,000 backdoor awning
		@ Centers/ $5,000 privacy fence for Loxley

Baldwin County Commission
FY 2023 Budget Worksheet
DECISION ITEMS

Department	Amount	Description
Animal Shelter	$80,000.00	$50,000 - concrete walkway and cover from the new intake building to the adoption building. $30,000 - repair damage fences and put a taller fence by the road.
Parks	$200,000.00	A&M Portables, Inc. $42,600.00 Republic Services $2,000 Dumpster Locations at Public Parks 1. Cliffs Landing - $78.00 per month 2. ICW - $78 per month WM Corporate Services, Inc. $3,360 Dumpster at Fort Morgan Pier RDA Service Company $25,000 Tree removal services Airgas USA, LLC $5,100 Monthly tank rental for welding Williams Cleaning Services $7,300 To clean, maintain and sanitize Parks Building Concrete repair at various County maintained sidewalks $100,000.00
Parks	$17,500.00	ATV at ICW
Parks	$254,000.00	Skid Steer $134,000 Pressure Washer Tank & Trailer $7,000 Stump Grinder $5,900 3 Equipment Trailers $20,700 3 Cab Mowers $86,400
Parks	$1,133,000.00	Jill Hall Trail Repair $271,806 Lillian Boat Launch Bathroom $95,694 Lillian Rec Bathroom $95,694 Perdido Bay Park Bathroom $95,694 Perdido Bay Boardwalk Repair $250,000 Keeney Drive Mitigation Bulkhead $100,00 Morning Dove Phase 2 $103,500 Vaughn Community Center Bathroom $95,321 Vaughn Community Center Pavilion $25,000
Parks	$160,000.00	CR 6 Boat Launch (CE&I) $100,000 Josephine Park Parking Imp (PE) $60,000
Parks	$315,000.00	Replace 3 Boat Launches at Live Oak $315,000
Parks	$75,000.00	Pole Barn $75,000Project is rollover from FY 21
Legislative	$35,000.00	Ford explorer
BRATS	$2,514,585.00	$30,000.00 CC Processing Fees/Janitorial Services/Fire Ext.; $1,087,950.00 FH Transit Project $782,635.00 Foxley Transit Project $250,000.00 Daphne Transit Project
BRATS	$95,200.00	6 transit vans @$79.3kX20%
CIS	$276,000.00	30x40 Storage Shed $65,000 Motorola Solutions Lease Agreement #24671 $211,000
CIS	$35,000.00	Ford Truck
CIS	$1,340,100.00	San V7000 & Switches $57,600 Mobile Radio Tower P-25 Equipment $450,000 San V7000 & Switches - Replacements $360,000 Cohesity Redundant Node $72,500 Cyber Grant Match Funds $400,000
Admin	~~$200,000.00~~ $75,000.00	~~Remodel Admin Building - interior $125K~~ Paint outside of Building $75k
Sales Tax	$35,000.00	1 vehicle
Finance	~~$109,000.00~~ $9,000.00	~~Grants Committee decision to provide Grants Training inhouse for employees - Management Concepts plus~~ $500 per employee for training
Finance	~~$40,000.00~~	~~Office Furniture~~

Baldwin County Commission
FY 2023 Budget Worksheet
DECISION ITEMS

Department	Amount	Description
Bldg Maint Dept	$250,000.00	$150,000 bucket truck roll over from FY22 $100,000 2 trucks
EMA	~~$40,000.00~~	Upstairs Training Room Video Upgrade (covered under Computer Maintenance)
EMA	~~$105,000.00~~ $70,000.00	One dual wheel 1 ton truck ~~and one SUV~~
PI/Call Ctr	~~$500,000.00~~	~~Wayfinding Sign Project~~
Bldg Insp	$28,000.00	Partitions/desks/chairs for new Robertsdale office and Foley inspectors office
Bldg Insp	$35,000.00	Robertsdale Building Dept glass fronts
Bldg Insp	$35,250.00	Inspector's truck
Coastal Area	$35,250.00	4x4 truck for Coastal Program inspector
Planning	$30,000.00	Funding for continued technology outlay in the library space and continued build-out.
Planning	$33,000.00	Replace Durango
Hwy Admin	$39,960.00	Ford F-150 4x4 Ext Cab
Hwy Area 100	$363,438.00	$ 76,680 (2) Ford F-150 4x4 Crew Cab Pickup $120,960 Freightliner M2 106 Fuel Truck $165,798 Mack PI64T Lowboy Tractor
Hwy Area 100	$409,761.00	$ 4,469 Rhino REB84 3-Point Hitch Tiller $ 8,631 Custom Crimp D165 Hose Crimper $ 10,044 John Deere G85 Helical Coupler $ 20,494 Trail King 8-Ton Pineal Hitch Trailer $ 81,606 (3) Woods BW15.60 Batwing Mower $284,517 (3) John Deere 5125M Tractor
Hwy Area 200	$491,943.00	$ 75,600 (2) Ford F-150 4x2 Ext Cab Pickup $ 38,880 Ford F-150 4x4 Crew Cab Pickup $ 71,280 Ford F-550 Flatbed Truck $306,183 Bergkamp FP5 Pothole Patcher
Hwy Area 200	$257,001.00	$ 4,469 Rhino REB84 3-Point itch Tiller $ 10,368 ALkota 5301 Pressure Washer $ 14,850 K&K MB14281 Message Board $ 81,606 (3) Woods BW15.60 Batwing Mower $145,708 Caterpillar 308CR Mini Excavator
Hwy Area 300	$81,000.00	Ford F-450 4x4 Crew Cab
Hwy Area 300	$1,068,403.00	$ 4,469 Rhino REB4 3-Point Hitch Tiller $ 10,044 John Deere Helical Coupler $ 12,968 Caldwell CPL-9 Leveling Pipe Lifter $ 14,850 K&K MB14281 Message Board $ 27,202 Woods BW15.60 Batwing Mower $ 94,839 John Deere 5125M Tractor $442,933 Caterpillar 966 Wheeled Loader $461,099 Gradall XL3100
Hwy Constr Engineering	$5,000.00	Concrete Floor for Shed
Hwy Mowing	$269,478.00	$ 39,960 Ford F-150 4x4 Crew Cab Pickup $ 72,360 Ford F-250 4x4 Crew Cab Fuel Truck $157,158 Mack PI64T Lowboy Tractor
Hwy Mowing	$354,447.00	$ 5,184 12' Single Axle Utility Trailer $ 8,316 Dowing 1001 Bituminous Applicator $ 9,180 Edco TLR-7-11H Line Remover $ 14,850 K&K MB14281 Message Board $ 32,400 Trail King Pineal Hitch Trailer $284,517 (3) John Deere 5125M Tractor
Rebuild AL Hwy	$2,850,000.00	Resurfacing Projects
Fed Aid Hwy	$400,000.00	Bridge Projects
Solid Waste	$69,342.00	Vehicle $35,000 Reverse Dial Phone System $34,342

Baldwin County Commission
FY 2023 Budget Worksheet
DECISION ITEMS

Department	Amount	Description
Magnolia LF	$3,140,000.00	Off Road Truck $400,000
		Paving $50,000
		ATV Buggy $30,000
		Mower $15,000
		Renovation Storage Building $50,000
		Brush Mower $30,000
		Leachate Tie In $50,000
		Waste Water Treatment Plant $2,000,000
		Site Repairs $300,000
		Water Pump $40,000
		Truck Scale $125,000
		Vehicle $50.000
Trnsfr Station	$4,565,000.00	Walking Floor Trailer $120,000
		Pickup Truck $45,000
		Yard Truck $150,000
		Transfer Station Building $3,500,000
		Infrastructure $750,000
McBride LF	$1,045,000.00	Pickup Truck $45,000
		Site Expansion $1,000,000
Eastfork LF	$325,000.00	Paving $325,000
		Excavator track hoe $275,000
Redhill LF	$1,020,000.00	Permitting and design
Garbage Coll	$1,473,000.00	3 33CY ASL Truck $1,125,000
		13 CY Garbage Truck $200,000
		Pickup Truck $45,000
		4 Roll Off Boxes $28,000
		Cart Truck $60,000
		Trailer $15,000
SW Collection	$35,000.00	Vehicle
Recycle Ctr	$9,535,000.00	Vehicle $35,000
		Recycle Facility $6,500,000 ARPA
		Recycle Facility $3,000,000
SW Recycle	$150,000.00	Recycle Body
Commission	$60,000.00	Vehicle for Commissioner Gruber
Misc Approp	$186,000.00	Van Scoyec $114,000
		Adams & Reese $72,000
Misc Approp	$1,507,604.00	Airbus $500,000 Ends Oct 2024
		Baldwin County EDA $467,000 *
		Al Coastal Foundation $5,000
		Mobile Bay NEP $75,000 *
		BC Soil and Water Cons. Dist. $75,500 *
		SW Ala Workforce Dev $25,000
		Gateway Initiative $50,000 *
		Al. Cooperative Extension Service $53,854 *
		BC Library Coop $100,000 *
		North, South, Central, Coastal, ES Chambers $5,000 each
		North Baldwin Animal Shelter $20,000
		Baldwin Pops $5,000 Gulf Coast RC&D $750 Dues
		City of Robertsdale County Fair $110,000
		Bay Minette Rotary $500 Dream Center $10,000 Joe Aldrete
Misc Approp	$97,674.00	Per letter from SARPC

Baldwin County Commission
FY 2023 Budget Worksheet
DECISION ITEMS

Department	Amount	Description
GF Bldg Cost	~~$2,328,000.00~~	R22 to 410A replacement and Freon $80,000
	$2,248,000.00	Central Annex chiller controls $75,000
		Bay Minette Courthouse chiller controls $50,000.00
		~~Repairs to Shops - $50,000.00~~
		County Roofing ~~$800,000.00~~ $770,000
		Replace Central Annex's Auditorium lights and dimmer $60,000.00
		Paint Bay Minette Courthouse $170,000.00
		Replace Boiler at Fairhope Courthouse $60,000.00
		Painting misc building $250,000.00
		Repair metal and metal roofing Foley Shop $100,000.00
		10' Metal Break for Duct Work $10,000.00
		Central Annex II chiller replacement $125,000.00
		Foley Courthouse Generator $50,000.00
		19 ft Scissor/Man Lift $18,000.00
		Fix roof via the moisture survey $430,000

Deliberation Budget Line Item Changes:

BOR	~~$42,000 .00~~	Postage
	$20,000.00	
EMA	~~$332,200.00~~	Contract Services
	$200,000.00	
PI/Call Ctr	~~$105,000.00~~	Training
	$5,000.00	

Baldwin County Commission
Highway Department
Project Decision Item Summary
For the FY23 Budget

Grand Total	**$**	**22,880,000**	**Fund**
Resurfacing	**$**	**5,750,000**	
Fund 111 Highway - Various Projects (CN)	$	2,900,000	Gas Tax
Fund 115 RA - Various Projects (CN)	$	2,850,000	Rebuild AL
New Road Construction	**$**	**5,250,000**	
Realign River Rd - CR 68 Ext to EOM (CN, CE&I)	$	2,450,000	Gas Tax
Extend Pleasant Rd - Pleasant Rd to Larry St Rd (ROW)	$	1,550,000	Gas Tax
Extend Lawrence Rd - Gayfer Rd Ext to SR 104 (PE)	$	500,000	Gas Tax
Extend Corte Rd - CR 13 to Friendship Rd (ROW)	$	250,000	Gas Tax
Extend CR 20 - Hickory St S to CR 65 (ROW)	$	225,000	Gas Tax
Extend CR 65 - CR 28 to CR 32 (ROW)	$	200,000	Gas Tax
Extend CR 20 - West of CR 65 (ROW)	$	75,000	Gas Tax
Drainage Improvements	**$**	**2,920,000**	
Surfside Community - Drainage (CN, CE&I)	$	1,725,000	Gas Tax
Turberville Ln - Gully Stabilization (ROW, CN)	$	720,000	Gas Tax
Red Gully - Stream Bank Stabilization (ROW)	$	250,000	Gas Tax
Faircloth Rd - Regional Drainage (PE, ROW)	$	125,000	Gas Tax
Greeno Rd - Drainage (PE)	$	100,000	Gas Tax
Safety Improvements	**$**	**1,840,000**	
CR 13 @ CR 44 - Roundabout (CN, CE&I)	$	675,000	Gas Tax
Old Hwy 31 @ US Hwy 31 - Realignment (PE, CN, CE&I)	$	400,000	Gas Tax
CR 65 @ CR 12 S - Signal & Turn Lane (ROW)	$	200,000	Gas Tax
CR 65 @ CR 26 - Signal & Turn Lane (ROW)	$	200,000	Gas Tax
Old Foley Rd @ US Hwy 98 - Intersection Improvements (PE)	$	200,000	Gas Tax
CR 64 @ Baldwin Beach Express - Intersection Improvements (PE)	$	150,000	Gas Tax
CR 99 @ Spanish Cove Dr - Turn Lane (PE)	$	15,000	Gas Tax
Special	**$**	**600,000**	
Baldwin County Mitigation FY23 (PE, CN)	$	300,000	Gas Tax
CR 99 - Shoulder Widening Phs 3 (CN)	$	200,000	Gas Tax
Baldwin County Travel Model (PE)	$	100,000	Gas Tax
Bridge Replacements	**$**	**450,000**	
Sherman Rd over Weeks Branch (ROW)	$	50,000	Gas Tax
River Rd N over Keller Crk (CN) FAEF	$	400,000	FAEF
Capacity Improvement	**$**	**250,000**	
CR 64 - Center Turn Lane (ROW)	$	250,000	Gas Tax
Park Improvements	**$**	**5,260,000**	
County Road 6 Boat Launch - Construction (CE&I)	$	100,000	Parks
County Road 6 Boat Launch - Construction (CN)	$	4,500,000	GOMESA
Josephine Park - Parking Improvements (PE)	$	60,000	Parks
Josephine Park - Parking Improvements (CN)	$	600,000	GOMESA
Other	**$**	**560,000**	
Mega Site - Industrial Access Match (CN)	$	500,000	Gen Fund
Mega Site - Miscellaneous	$	60,000	Gen Fund

Baldwin County Commission
Dirt Road Paving Priority FY24
FY23 Budget

Road Name	Road Id/ Section	Project Description Prioritizing	Project Number	Length	House Count	Tracts Needed	Remaining Tracts
FY23 APPROVED ROADS							
Bay Rd E	CL-300181.1	G, D, B & Pave Bay Rd E from CR 49 to Vernants Park Rd	HW22022000	2.14	8	20	20
Hinote Glass Rd	CL-200963	G, D, B & Pave Hinote Glass Rd from SR 59 to CR 65	HW22018000	1.28	5	7	2
Paul Cleverdon Rd	CL-301432	G, D, B & Pave Paul Cleverdon Rd from CR 32 to CR 34	HW22020000	1.50	6	11	10
Pilgrim Rd	CL-301472	G, D, B & Pave Pilgrim Rd from Elberta City Limits to EOM	HW22023000	0.77	10	13	9
Russian Road	CL-301664	G, D, B & Pave Russian Rd from Roscoe Road to EOM	HW19121000	1.55	16	22	6
Woerner Road	CL-302013.2	G, D, B & Pave Woerner Rd from EOM to CR 83	HW19128000	1.29	19	19	3
				8.53	**64**	**92**	**50**
Connectivity Road							
CONNECTIVITY ROADS							
Boros Rd	CL-300291	G, D, B & Pave Boros Rd from Frank Rd to Comstock Rd	HW08392000	2.00	23	21	21
Boros Rd	CL-300291	G, D, B & Pave Boros Rd from Comstock Rd to CR 32		1.00	5	10	10
Bruhn Rd	CL-300325	G, D, B & Pave Bruhn Rd fromCR 87 to Breman Rd		1.00	23	18	18
Caldwell Ln	CL-300351	G, D, B & Pave Caldwell Ln from Bon Secour Hwy to Steele Dr		0.50	18	4	4
River Rd N	CL-302099.2	G, D, B & Pave River Rd N off of Keller Rd from EOP to BOP	HW22017000	0.50	3	1	1
Sherman Rd	CL-301743	G, D, B & Pave Sherman Rd from CR 12 to Bay Rd E	HW11064000	1.00	17	11	9
Ted Lysek Rd	CL-301857.2	G, D, B & Pave Ted Lysek Rd from CR 34 to Spring Creek Dr		1.25	6	13	13
				7.25	**95**	**78**	**76**
OTHER ROADS							
Donnie Waters Rd	CL-200615	G, D, B, & Pave Donnie Waters Rd from Fountain St to EOM		0.30	2	6	6
				0.30	**2**	**6**	**6**
			TOTALS	**16.08**	**161**	**176**	**132**

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The Onlooker & The Baldwin Times
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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:

09/14/2022

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

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

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

x Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 11, 2026

NOTARY PUBLIC ALABAMA
AMBER KIMBLER
My Commission Expires
April 11, 2026

Sworn and subscribed to on 09/14/2022.

BALDWIN COUNTY COMMISSION - LEGA
Acct#: 984131
Ad#: 286839
RES: 2022-166
Amount of Ad: $260.00
Legal File# RES: 2022-166

NOTICE

In accordance with, and respecting the parameters set forth by, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, please be informed that the Baldwin County Commission will consider at its regular meeting on September 20, 2022, the adoption of *Resolution #2022-166 of the Baldwin County Commission* which will authorize several appropriations as part of the comprehensive Baldwin County Fiscal Year 2022-2023 Budget, which would include respective grants and payment of public county funds, to firms, corporations, or other business entities, public or private, for the purpose of promoting the economic and industrial development of Baldwin County.

The September 20, 2022, regular meeting of the Baldwin County Commission begins at 8:30 a.m. in the County Commission Meeting Chambers, 2nd floor, at the Baldwin County Fairhope Satellite Courthouse located at 1100 Fairhope Avenue in Fairhope, Alabama 36532.

The appropriations, contained in *Resolution #2022-166 of the Baldwin County Commission*, are as follows:

[1] As above recited, the appropriation not to exceed $72,000 to Adams and Reese, LLP, shall serve a valid and sufficient public purpose for Adams and Reese, LLP, to, among other things enumerated in the applicable Agreement with Baldwin County, provide consulting and advising services to the Baldwin County Commission with regard to specific federal, state and economic development representation that shall enhance Baldwin County's presence before federal, state and other agencies and will help leverage resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

[2] As above recited, the appropriation of $467,000 to the Baldwin County Economic Development Alliance, Inc., shall serve a valid and sufficient public purpose for the Baldwin County Economic Development Alliance, Inc., to, among other things enumerated in the applicable Agreement with Baldwin County, work for the mutual economic and industrial development of Baldwin County; further, to continue a public / private partnership program for economic development in Baldwin County; further, to recruit new economic development investment; further, to seek, discover and endeavor to attract and promote new and expanding commercial prospects within Baldwin County, and to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County.

[3] As above recited, the appropriation of $5,000 to the Central Baldwin Chamber of Commerce, Inc. shall serve a valid and sufficient public purpose for the Central Baldwin Chamber of Commerce, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama.

[4] As above recited, the appropriation of $5,000 to the Coastal Alabama Business Chamber shall serve a valid and sufficient public purpose for the Coastal Alabama Business Chamber to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[5] As above recited, the appropriation of $5,000 to the Eastern Shore Chamber of Commerce, Inc. shall serve a valid and sufficient public purpose for the Eastern Shore Chamber of Commerce, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[6] As above recited, the appropriation of $5,000 to the North Baldwin Chamber of Commerce, Inc. shall serve a valid and sufficient public purpose for the North Baldwin Chamber of Commerce, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[7] As above recited, the appropriation not to exceed $55,000 to the South Baldwin Chamber of Commerce, Inc. shall serve a valid and sufficient public purpose for the South Baldwin Chamber of Commerce, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Gateway Initiative to promote and enhance workforce development within Baldwin County.

[8] As above recited, the appropriation of $25,000 to Southwest Alabama Workforce Development Council shall serve a valid and sufficient public purpose for the Southwest Alabama Workforce Development Council to, among other things enumerated in the applicable Agreement with Baldwin County, develop a comprehensive, integrated workforce development system to enhance the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to economic development and employee retention.

[9] As above recited, the appropriation of $10,000 to the USS Alabama Battleship Commission shall serve a valid and sufficient public purpose for the USS Alabama Battleship Commission to, among other things enumerated in the applicable Agreement with Baldwin County, provide for the operation of the "USS Alabama Battleship Memorial Park" which remains a public museum promoting the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to tourism.

[10] As above recited, the appropriation not to exceed $114,000 to Van Scoyoc Associates, Inc., shall serve a valid and sufficient public purpose for Van Scoyoc Associates, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, provide federal relations services to the Baldwin County Commission that shall enhance Baldwin County's presence before the United States Congress and Executive Branch Agencies of the United States and will help leverage federal resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

If you have any questions regarding this Notice, please contact:

Ronald J. Cink, Interim County Administrator/Budget Director for the Baldwin County Commission, at (251) 580-2550

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Ronald J. Cink, Interim County Administrator/Budget Director, at (251) 580-2550 or rcink@baldwincountyal.gov

September 14, 2022

Replacement Attachment
DA3 - Resolution 2022-165 FY2023 Budget
September 20, 2022 BCC Meeting

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION #2022-165
OF THE
BALDWIN COUNTY COMMISSION

COMES NOW, the Baldwin County Commission required by Section 11-8-3 of the Code of Alabama 1975 to adopt a balanced budget for Fiscal Year 2023; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby adopt the Baldwin County Fiscal Year 2023 Budget; and that the following estimates of revenues and expenses, as related thereto, are hereby adopted; and those revenues and expenses are appropriated as follows:

GENERAL FUND:

Projected Fund Balance – Reserved		$11,844,052.00
Projected Fund Balance – Unreserved		$41,126,802.00
Total Revenue & Transfers In		$106,905,886.00
Total Fund Balance, Revenue and Transfers In		$159,876,740.00
Expenditures & Transfers Out		
	County Commission	$21,715,610.00
	Telephone System	($263,687.00)
	Copy & Mail	$15,195.00
	Enterprise Technology Projects	$115,000.00
	Statutory Appropriations	$193,500.00
	Commission Contingency	$3,925,046.00
	Administrator & Central Administration	$1,092,229.00
	Call Center & PIO	$688,292.00
	Court Systems: Federal & State	$4,600.00
	Circuit Court	$118,908.00
	District Court	$5,366.00
	District Attorney	$304,887.00
	Probate Judge	$5,123,068.00
	GF Building Costs	$5,660,070.00
	Revenue Commissioner	$2,328,291.00
	Finance & Accounting Department	$1,542,776.00
	Budget & Purchasing Department	$704,532.00
	Sales Tax Department	$1,421,633.00
	Elections	$485,052.00
	Board of Registars	$407,555.00
	Veteran's Affairs	$4,497.00
	Personnel	$856,142.00
	CIS Department	$5,716,290.00
	County Attorney	$450,000.00
	Megasite	$2,247,036.00
	BC Coliseum	$0.00
	DHR Robertsdale	$0.00
	BM Courthouse Building	$1,077,600.00
	Central Annex II	$70,700.00
	Special Appropriations	$1,831,278.00
	Central Annex	$383,785.00
	Foley Courthouse	$235,238.00
	Fairhope Courthouse	$288,916.00
	Building Maintenance Department	$1,926,525.00
	Custodial Department	$458,762.00
	Coastal Area Program	$147,287.00
	Sheriff	$24,731,497.00
	Jail	$14,259,792.00
	EMA	$1,413,351.00
	Emergency Shelter	$3,600.00
	Coroner	$851,370.00
	JPO	$22,257.00
	Baldwin Youth Service	$2,700.00
	Building Inspection Department	$1,362,938.00
	Planning Department	$1,904,667.00
	Health Department	$5,700.00
	Cigarette Tax Distribution	$876,800.00
	Indigent Burial	$11,000.00

	Library Services	$106,202.00
	Board of Education	$71,262.00
	Extension Service - Support	$771.00
Total Expenditures & Transfers Out		$106,905,886.00
Projected Fund Balance – Reserved		$11,844,052.00
Projected Fund Balance – Unreserved		$41,126,802.00
Total Fund Balance, Expenses and Transfers Out		$159,876,740.00
HEALTH TAX FUND:		
Total Revenue & Transfers In		$3,355,630.00
Expenditures & Transfers Out		
	BC Health Department	$1,926,917.00
	Transfers Out	$1,428,713.00
Total Expenditures & Transfers Out		$3,355,630.00
COUNTY TRANSPORTATION FUND:		
Total Revenue & Transfers In		$69,896.00
Total Expenditures & Transfers Out		$69,896.00
LEGISLATIVE DELEGATION FUND:		
Total Revenue & Transfers In		$389,418.00
Expenditures & Transfers Out		
	Legislative Delegation – Bay Minette	$338,086.00
	Legislative Delegation – Fairhope	$51,332.00
Total Expenditures & Transfers Out		$389,418.00
JUVENILE DETENTION FACILITY FUND:		
Total Revenue & Transfers In		$1,800,320.00
Total Expenditures & Transfers Out		$1,800,320.00
BALDWIN COUNTY ARCHIVES FUND:		
Total Revenue & Transfers In		$869,743.00
Expenditures & Transfers Out		
	BC Archives Facility	$869,543.00
	McLeod House	$200.00
Total Expenditures & Transfers Out		$869,743.00
ANIMAL SHELTER FUND:		
Total Revenue & Transfers In		$6,615,743.00
Total Expenditures & Transfers Out		$6,615,743.00
SEVEN (7) CENT GASOLINE FUND:		
Projected Fund Balance – Reserved		$4,301,073.00
Projected Fund Balance – Unreserved		$17,848,528.00
Total Revenue & Transfers In		$36,679,239.00
Total Fund Balance, Revenue and Transfers In		$58,828,840.00
Expenditures & Transfers Out		
	Hwy Dept Misc	$430,294.00
	Resurfacing	$2,900,000.00
	Bridge Projects	$50,000.00
	Flood Reduction Projects	$2,920,000.00
	Engineering Study Projects	$0.00
	New Road Construction Projects	$5,250,000.00
	Safety Improvement Projects	$1,840,000.00
	Special Projects	$600,000.00
	Accept For Maintenance	$0.00
	Highway RRR Offset	($2,689,500.00)

HWY Administration		$3,745,618.00
HWY Area 100 Facility		$4,754,695.00
HWY Area 200 Facility		$4,542,378.00
HWY Area 300 Facility		$5,255,771.00
HWY Construction Engin		$849,422.00
HWY Maintenance Engine		$780,386.00
HWY Mowing Crew		$2,932,341.00
HWY Subdivision Develo		$447,136.00
HWY GeoSpatial Operati		$382,177.00
HWY Buildings		$398,000.00
HWY Pre-Construct. Eng		$1,290,521.00
Total Expenditures & Transfers Out		$36,679,239.00
Projected Fund Balance – Reserved		$4,301,073.00
Projected Fund Balance – Unreserved		$17,848,528.00
Total Fund Balance, Expenses and Transfers Out		$58,828,840.00
ROAD & BRIDGE FUND:		
Total Revenue & Transfers In		$17,293,156.00
Total Expenditures & Transfers Out		$17,293,156.00
PUBLIC HIGHWAY & TRAFFIC FUND:		
Total Revenue & Transfers In		$930,700.00
Total Expenditures & Transfers Out		$930,700.00
SEVERED MATERIAL SEVERANCE TAX:		
Total Revenue & Transfers In		$211,000.00
Total Expenditures & Transfers Out		$211,000.00
REBUILD ALABAMA FUND:		
Total Revenue & Transfers In		$2,851,000.00
Total Expenditures & Transfers Out		$2,851,000.00
CAPITAL IMPROVEMENT FUND:		
Total Revenue & Transfers In		$930,300.00
Total Expenditures & Transfers Out		$930,300.00
RRR (4 CENT) GASOLINE TAX FUND:		
Total Revenue & Transfers In		$2,689,620.00
Total Expenditures & Transfers Out		$2,689,620.00
FEDERAL AID EXCHANGE FUND:		
Total Revenue & Transfers In		$400,000.00
Total Expenditures & Transfers Out		$400,000.00
REAPPRAISAL FUND:		
Total Revenue & Transfers In		$7,119,509.00
Total Expenditures & Transfers Out		$7,119,509.00
B.C. COUNCIL ON AGING FUND:		
Total Revenue & Transfers In		$934,103.00
Total Expenditures & Transfers Out		$934,103.00
SECTION 18 (BRATS) FUND:		
Total Revenue & Transfers In		$6,134,392.00
Expenditures & Transfers Out		
	Administration	$3,731,199.00
	Operations	$2,326,443.00
	BRATS Building Cost	$76,750.00

Total Expenditures & Transfers Out		$6,134,392.00
PARKS FUND:		
Total Revenue & Transfers In		$4,327,603.00
Expenditures & Transfers Out		
	Parks Department	$3,760,009.00
	Live Oak Park	$386,032.00
	Bicentennial Park	$181,562.00
Total Expenditures & Transfers Out		$4,327,603.00
Eastern Shore MPO		
Total Revenue & Transfers In		$181,500.00
Total Expenditures & Transfers Out		$181,500.00
GOMESA FUND:		
Total Revenue & Transfers In		$5,100,000.00
Total Expenditures & Transfers Out		$5,100,000.00
BP Restore Fund		
Total Revenue & Transfers In		$621,460.00
Total Expenditures & Transfers Out		$621,460.00
Debt Service Fund		
Total Revenue & Transfers In		$10,835,802.00
Total Expenditures & Transfers Out		$10,835,802.00
ARPA Revenue Repalcement Fund		
Total Revenue & Transfers In		$0.00
Total Expenditures & Transfers Out		$0.00
American Rescue Plan Fund		
Total Revenue & Transfers In		$0.00
Total Expenditures & Transfers Out		$0.00
SOLID WASTE FUND:		
Projected Fund Balance – Reserved		$7,161,401.00
Projected Fund Balance – Unreserved		$28,812,825.00
Total Revenue & Transfers In		$11,351,982.00
Total Fund Balance, Revenue, & Transfers In		$47,326,208.00
Expenditures & Transfers Out		
	Administration	$2,124,153.00
	Bio Solids	$111,742.00
	Magnolia Landfill	$5,120,483.00
	Transfer Station	$1,020,781.00
	Inert Landfill: McBride	$1,012,282.00
	Inert Landfill: Eastfork	$314,339.00
	Inert Landfill: Redhill	$11,000.00
	Equipment Maintenance	$616,562.00
	Landfill Gas	$259,292.00
	SW Building Costs	$182,300.00
	Garbage Collection Work Release	$579,048.00
Total Expenditures & Transfers Out		$11,351,982.00
Projected Fund Balance – Reserved		$7,161,401.00
Projected Fund Balance – Unreserved		$28,812,825.00
Total Fund Balance, Expenses and Transfers Out		$47,326,208.00
SOLID WASTE COLLECTION FUND:		
Total Revenue & Transfers In		$9,906,331.00

Expenditures & Transfers Out		
	Garbage Collection	$8,557,670.00
	Administration	$1,348,661.00
	Recycle Center	$0.00
Total Expenditures & Transfers Out		$9,906,331.00
SOLID WASTE RECYCLE FUND:		
Total Revenue & Transfers In		$556,425.00
Expenditures & Transfers Out		
	Recycling	$238,580.00
	Recycle Center	$317,845.00
Total Expenditures & Transfers Out		$556,425.00
COMMUNITY CORRECTIONS FUND:		
Total Revenue & Transfers In		$1,370,746.00
Total Expenditures & Transfers Out		$1,370,746.00
PLANNING & ZONING COMMISSION FUND:		
Total Revenue & Transfers In		$200,200.00
Total Expenditures & Transfers Out		$200,200.00
OIL & GAS TRUST FUND:		
Total Revenue & Transfers In		$257,036.00
Total Expenditures & Transfers Out		$231,332.00
Statutory Fund Balance		$25,704.00
Total Projected Fund Balance – Unreserved		**$87,788,155.00**
Total Projected Fund Balance – Reserved		**$23,306,526.00**
TOTAL FY 2022-2023 BUDGET		**$240,888,740.00**

BE IT FURTHER RESOLVED, that the Fiscal Year 2023 mileage rate will reflect the IRS rate; and

BE IT FURTHER RESOLVED, that the Baldwin County Fiscal Year 2023 Budget document which will be issued by the Budget Director is to reflect the budgetary decisions made by the Baldwin County Commission during budget work session deliberations and shall be used as a guide in administering the appropriations made in this resolution; and

BE IT FURTHER RESOLVED, that the following financial management policies are hereby adopted as permanent policies of the Baldwin County Commission:

Supplemental Appropriation Procedure

Each Commission Action Form to approve a contract, capital purchase, or other expenditure shall include a certification by the Budget Director or his designee naming the appropriation account from which the purchase will be made and stating that the unencumbered funds are available in the account. All unbudgeted items must have a proposed source of funds, either a new revenue source or from a contingency account.

Consideration of Unfunded Budgetary Requests from outside agencies after adoption of Annual Fiscal Year Budget

No outside agency unfunded budget requests shall be considered for funding until the next fiscal year. Further, all these types of requests shall be screened by the Finance and Taxation Commissioner to ensure that they are closely aligned to Baldwin County's fiscal objectives.

Budget Administration Procedures

The Purchasing Manager, at the request of a Department Head, may let for bid any routine annual purchase or any equipment purchase or contract which is specifically provided for in the budget document. All contracts must be approved by the Baldwin County Commission before they are executed and all expenditures must comply with Purchasing Policy #3.7. The Baldwin County Commission's expense items are classified in three broad categories: Compensation, Operating and Capital. The compensation and capital categories are supported by detailed lists of employees and approved capital items. The operating category contains many and varied line items. For budgetary control, this operating category will be treated as a total although each department has a detailed line item budget. County staff members are prohibited from expending or encumbering

any funds in these broad categories which exceed budgeted funds. The Budget Director or his designee may make transfers between "operating" line items within a Department's budget at the request of a Department Head. Transfers between the compensation, operating and capital categories require Baldwin County Commission approval.

Lease Tax Proceeds

Lease tax proceeds shall be distributed as provided in Section 45-2-244.180 through Section 45-2-244.187 of the Code of Alabama 1975; furthermore, the portion of proceeds remaining in General Fund shall be distributed as follows: a minimum of 12.5% of gross tax to Parks Fund for use in operations with the residual to be used in General Fund at the discretion of the County Commission.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 20th day of September 2022.

James E. Ball, Chairman
Baldwin County Commission

ATTEST:

Ronald Cink
Budget Director

Baldwin County Commission

Agenda Action Form

File #: 22-1421, **Version:** 1 **Item #:** EF1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Eddie Harper, Building Official
Submitted by: Mindy Smith, Permit Administrator

ITEM TITLE
Case No. UNA22-4 - Unsafe Nuisance Abatement - 24217 County Road 87, Robertsdale, Alabama

STAFF RECOMMENDATION
Consider the request from the Baldwin County Building Official and adopt Resolution No. 2022-162 which exercises the authority provided by Ala. Code § 11-53A-24 and orders the Baldwin County Building Official to demolish and remove two public nuisance structures located at 24217 County Road 87, Robertsdale, Alabama, if the public hearing does not reveal a legitimate reason to deny the request.

BACKGROUND INFORMATION

Background: The Building Official has deemed two structures (manufactured homes) dangerous and unsafe at 24217 County Road 87, Robertsdale, Alabama (Parcel ID 05-40-08-28-0-000-020.001). The property owner has failed to comply with notice to abate the nuisance structures. A public hearing must be held regarding the failure to comply with the notice to give the property owner the opportunity to present evidence or speak to the Commissioners. Then, the County Commission is to consider evidence to determine if:

1) No nuisance exists; or

2) If deemed a nuisance, adopt Resolution No. 2022-162 which exercises the authority provided by Ala. Code 11-53A-24 and orders the Baldwin County Building Official to demolish and remove the two public nuisance structures located at 24217 County Road 87, Robertsdale, Alabama.

02/16/2022: Initial notification letter mailed to property owner.
03/04/2022: Property owner called Building Department and advised he is selling the property using owner financing. The tenant called Building Department and advised he plans to fix the two structures.
03/30/2022: Site inspection showed no change in the structures.
04/20/2022: Notice of Nuisance posted on structure and mailed to property owner.
05/02/2022: Notice of filing recorded with Probate Court.
08/18/2022: Site inspection showed no change in the structures.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: None at this time. If the County Commission adopts the resolution to abate said nuisance, staff will determine the cost.

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

If this is not a budgeted expenditure, does the recommendation create a need for funding? If the County Commission adopts the resolution to abate said nuisance, funding will be necessary.

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney

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: Mindy Smith

Action required (list contact persons/addresses if documents are to be mailed or emailed): If owner fails to appear at the public hearing and the County Commission adopts the resolution to abate the nuisance, notice of the resolution shall be published once in a newspaper of general circulation in Baldwin County and shall be mailed to the owner's last known address:

Julian Dunnam
P.O. Box 1905
Robertsdale, AL 36567

and

Julian Dunnam
24217 County Road 87
Robertsdale, AL 36567

If the owner appears at the public hearing, no further notice of the order of the County Commission shall be required.

Additional instructions/notes: If the nuisance structures are abated, the property owner shall receive not less than five days' notice by first class mail of the meeting at which the fixing of the costs are to be considered.

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN RE: Notice of Unsafe Condition, *
Public Nuisance and Order to Abate, *
*
at 24217 COUNTY ROAD 87. *
ROBERTSDALE, BALDWIN COUNTY, *
ALABAMA, 36567 *

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 5/ 2/2022 4:03 PM
TOTAL $ 19.00
3 Pages

1996198

NOTICE OF FILING

Baldwin County, Alabama, a political subdivision of the State of Alabama, by and through its undersigned counsel, pursuant to section 11-53A-23, *Code of Alabama*, 1975, hereby files and records in the Office of the Judge of Probate of Baldwin County, Alabama, the attached Notice of Nuisance concerning the following real property located in Baldwin County, Alabama, to wit:

> Begin at the Northwest Corner of the Southwest quarter of the Southeast quarter, Section 28, Township 5 South, Range 5 East, thence run East 424 feet more or less, to a point where the North line of said forty acre tract intersects the North right-of-way line of a county blacktop road; thence run in a Southwesterly direction along the North right-of-way of said road a distance of 625 feet, more or less to a point on the West line of said 40 acre tract; thence run North 363 feet, more or less to the Point of Beginning.

The above-described real property is also identified as:

24217 County Road 87, Robertsdale, Alabama 36567

Parcel Number: 05-40-08-28-0-000-020.001

The above-described real property is owned by JULIAN DUNNAM, as evidenced by the Warranty Deed recorded in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument Number 1652863.

Respectfully submitted,

Lauren M Collinsworth

J. BRADFORD BOYD HICKS (HIC023)
LAURA M. COKER (STR085)
LAUREN M. COLLINSWORTH (MIL180)
Attorneys for Baldwin County Commission
STONE CROSBY, P.C
8820 US HWY 90
Daphne, Alabama 36526
bhicks@stonecrosby.com
lcoker@stonecrosby.com
lcollinsworth@stonecrosby.com

CERTFICATE OF SERVICE

I hereby certify that on the 29 day of April 2022, I filed the foregoing with the Clerk of the Court and sent Notice to the following via United States Postal Service:

JULIAN DUNNAM
24217 County Road 87
Robertsdale, Alabama 36567

JULIAN DUNNAM
P.O. Box 1905
Robertsdale, Alabama 36567

Lauren M Collinsworth

THIS DOCUMENT PREPARED BY:

LAUREN M. COLLINSWORTH of

STONE CROSBY, P.C.
8820 U. S. Highway 90
Daphne, Alabama 36526
(251) 626-6696

BALDWIN COUNTY, ALABAMA
Building Department

Via: First Class Mail and Certified Mail

Julian Dunnam
P O Box 1905
Robertsdale, AL 36567

April 20, 2022

Re: ***Notice of Nuisance***
24217 Co Rd 87, Robertsdale, Baldwin County, Alabama
Tax Parcel Number 05-40-08-28-0-000-020.001

Dear Julian Dunnam:

The Building Official of the Baldwin County Commission has made a physical inspection of your property located at 24217 Co Rd 87, Robertsdale, Baldwin County, Alabama and more particularly described as:
167'(S) X 570'(S) IRR BEGIN AT SE COR OF SW1/4 OF SEC 28 TH RUN N 1003'(S)
FOR THE POB, TH N 342'(S), TH E 424', TH SW'LY ALG RD R/W 551'(S) TO THE POB
SEC 28-T5S-R5E (WD)

Based on current property records, you are the owner of the above mentioned property. If you are not the owner, please notify us immediately.

Upon inspection of your property, the Building Official has determined that due to a structure on the property in severe disrepair, your property is unsafe and dangerous to the extent of being a public nuisance. **Therefore, you are hereby required to remedy and/or abate said nuisance within one hundred and twenty (120) days from the date of this notice OR within five (5) days of the date of this notice you may request a hearing before the designated nuisance administrative official to determine whether there has been a violation.** If you request a hearing, it will be held at 8:30 a.m on May 17, 2022 at the Baldwin County Fairhope Satellite Courthouse County Commission Chambers- 2nd floor, 1100 Fairhope Ave. Fairhope, AL 36532.

Failure to abate said nuisance within one hundred and twenty (120) days from the date of this notice may result in the Baldwin County Commission abating said nuisance and assessing the costs of abatement against the property. Any costs assessed against the property, upon approval of the Baldwin County Commission, shall constitute a special assessment against your property and a lien on the property.

If you have any questions, please contact Danielle Anderson at 251.972.6837 ext. 2800. Thank you for your prompt attention to this matter.

Sincerely,

Eddie Harper
Building Official of Baldwin County

RESOLUTION NO. 2022-162

RESOLUTION OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

EXERCISING THE AUTHORITY PROVIDED AT 11-53A-24 OF THE CODE OF ALABAMA 1975 AND ORDERING THE BALDWIN COUNTY BUILDING OFFICIAL TO DEMOLISH AND REMOVE A PUBLIC NUISANCE LOCATED AT 24217 COUNTY ROAD 87, ROBERTSDALE, ALABAMA.

WHEREAS, pursuant to Section 34-14A-12 of the Code of Alabama 1975, the Baldwin County Commission may condemn buildings, parts of buildings, or structures dangerous to the public and prohibit the use thereof and abate the same as a nuisance utilizing the same authority and procedures as municipalities pursuant to Section 11-53A-20 to 11-53A-26 of the Code of Alabama, 1975;

WHEREAS, during the October 17, 2006, regular meeting, this honorable county governing body, pursuant to Section 34-14A-12 of the Code of Alabama 1975 and Sections 11-53A-20 to 11-53A-26 of the Code of Alabama, 1975, designated the Baldwin County Building Official to be the appropriate county official to exercise the authority and perform the duties as hereinabove provided and, further designated the Baldwin County Administrator as the county administrative officer for the purpose of any hearing that may be requested by the public subject to Section 11-53A-23 of Code of Alabama 1975;

WHEREAS, two structures on the property located at 24217 County Road 87, Robertsdale, in Baldwin County, Alabama (the "Property") are in a severe state of disrepair;

WHEREAS, the structures on the Property have created dangerous and unsafe conditions for the public;

WHEREAS, on April 20, 2022, property owner Julian Dunnam ("Property Owner") was notified that the two structures located on the Property necessitated removal or abatement due to the dangerous conditions;

WHEREAS, the Property Owner has failed to comply with the notice to abate the unsafe structures;

WHEREAS, on September 20, 2022, a public hearing was held by the County Commission to allow the owner of record an opportunity to be heard in regard to noncompliance with the notice issued by the Baldwin County Building Official and said public hearing revealed that the owner was indeed noncompliant with said notice.

NOW THEREFORE, BE IT RESOLVED by the Baldwin County Commission, in regular session assembled, that, pursuant to the authority granted the Baldwin County Commission in Section 11-53A-24 of the Code of Alabama 1975, and to protect the health, safety and welfare of the public, it is ORDERED that the Baldwin County Building Official demolish and remove the two public nuisance structures located at 24217 County Road 87, Robertsdale, Alabama, and otherwise known as parcel number 05-40-08-28-0-000-020.001 in the records of the Office of the Revenue Commissioner of Baldwin County, Alabama, upon the expiration of seven (7) days from

the date of this resolution, with county labor and equipment or by provision from a private contractor.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 20th day of September 2022.

BALDWIN COUNTY COMMISSION

_____

By: JAMES E. BALL
Its: Chairman

ATTEST:

_____

RON CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, JAMES E. BALL, Chairman of the Baldwin County Commission, do hereby certify that the foregoing is a true and correct copy of a resolution of the Baldwin County Commission adopted at its meeting on September 20, 2022, and that the same is in full force and effect.

WITNESS my hand and seal this the 20th day of September 2022.

_____

By: JAMES E. BALL
Its: Chairman

RESOLUTION NO. 2022-162

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Within ____ days commencing September 20, 2022, the subject structures on the property must be demolished and removed by the Property Owner. All debris and materials from the structures must be disposed of in compliance with federal, state, and local laws. Should the Property Owner fail to demolish and remove the structures within ____ days, the Baldwin County Building Official shall demolish and remove the structures pursuant to Alabama law with county labor and equipment or by provision from a private contractor.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 20th day of September 2022.

BALDWIN COUNTY COMMISSION

_____

By: JAMES E. BALL
Its: Chairman

ATTEST:

_____

RON CINK
Budget Director/Interim County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

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WITNESS my hand and seal this the 20th day of September 2022.

_____

By: JAMES E. BALL
Its: Chairman

BALDWIN COUNTY, ALABAMA
Building Department

Unsafe Nuisance Abatement Case No. UNA22-4

24217 County Road 87, Robertsdale



Structure # 1



BALDWIN COUNTY, ALABAMA
Building Department

Unsafe Nuisance Abatement Case No. UNA22-4

24217 County Road 87, Robertsdale



Structure # 2



BALDWIN COUNTY, ALABAMA
Building Department

Unsafe Nuisance Abatement Case No. UNA22-4
24217 County Road 87, Robertsdale

- **02/16/2022**: Initial notification letter mailed to property owner.
- **03/04/2022**: Property owner called Building Department to advise he is selling property using owner financing. Tenant called to advise he plans to fix the two structures.
- **03/30/2022**: Site inspection showed no change in the structures.
- **04/20/2022**: Notice of Nuisance posted on structures and mailed to property owner.
- **05/02/2022**: Notice of Filing recorded with Probate Court.
- **08/18/2022**: Site inspection showed no change in the structures.

BALDWIN COUNTY, ALABAMA
Building Department

Unsafe Nuisance Abatement Case No. UNA22-4
24217 County Road 87, Robertsdale

Staff Recommendation

Adopt Resolution No. 2022-162 which exercises the authority provided by Ala. Code § 11-53A-24 and orders the Baldwin County Building Official to demolish and remove two public nuisance structures located at 24217 County Road 87, Robertsdale, Alabama.

SAMUEL N. CROSBY
GEORGE R. IRVINE, III□
L. BRIAN CHUNN
SHAWN T. ALVES
R. SCOTT LEWIS
J. BRADFORD BOYD HICKS
ERIN B. FLEMING
LAURA M. COKER
ELIZABETH CASON CHEELY✧
LAUREN M. COLLINSWORTH
FINLEY B. REEVES
TYLER W. THULL

ALSO ADMITTED IN LOUISIANA□
ALSO ADMITTED IN PENNSYLVANIA✧

NORBORNE C. STONE, JR.
1925-2011

STONE CROSBY, P.C.
ATTORNEYS AT LAW

DAPHNE OFFICE:
8820 U.S. HIGHWAY 90
DAPHNE, ALABAMA 36526

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BAY MINETTE OFFICE:
126 COURTHOUSE SQUARE
BAY MINETTE, ALABAMA 36507
TELEPHONE: (251) 937-2417
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FOLEY OFFICE:
7823 HIGHWAY 59 SOUTH
FOLEY, ALABAMA 36535
TELEPHONE: (251) 955-5155

BIRMINGHAM OFFICE:
1914 4TH AVENUE NORTH
SUITE 410
BIRMINGHAM, ALABAMA 35203
TELEPHONE: (205) 582-1471

September 9, 2022

Via First Class Mail:

Julian Dunnam
P.O. Box 1905
Robertsdale, Alabama 36567

and

24217 County Road 87
Robertsdale, Alabama 36567

Re: NOTICE OF HEARING on SEPTEMBER 20, 2022
FAILURE TO COMPLY WITH NOTICE TO ABATE NUISANCE

Mr. Julian Dunnam:

On April 20, 2022, you were notified by the Baldwin County Commission that two structures located on your property at 24217 County Road 87 in Robertsdale, Alabama are in need of removal or abatement. The structures are dangerous and remain in an unsafe condition.

To date, you have failed to remove the dangerous structures and comply with the notice to abate the nuisance. **A public hearing regarding the status of your property and abatement by the County Commission will be held at the County Commission meeting on September 20, 2022, at 8:30 a.m., at the Baldwin County Fairhope Satellite Courthouse County Commission Meeting Chambers located at 1100 Fairhope Avenue, on the Second Floor, in Fairhope, Alabama 36532.** You are welcome to attend the public hearing. After the public hearing, the County Commission may by resolution order the appropriate personnel to proceed with the work specified in the notice or may order that the nuisance be demolished or removed or may find that no nuisance exists.

If the County Commission orders that the nuisance be demolished, a subsequent hearing will be held to determine what the actual, total cost was to demolish the nuisance. Once the total cost of demolition has been calculated, the County Commission has the authority to adopt a resolution to assess the cost of abatement and demolition against the property as a lien on the property and the costs will thereafter be included in the property's ad valorem taxes.

If you have any questions, please contact us at (251) 626-6696.

Sincerely,

J. BRADFORD BOYD HICKS
LAUREN M. COLLINSWORTH
For the Firm

Baldwin County Commission

Agenda Action Form

File #: 22-1499, **Version:** 1 **Item #:** ER1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Cory Rhodes, Planner
Submitted by: Cory Rhodes, Planner

ITEM TITLE
Case No. Z22-14 - Lazzari Property Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2022-153, which approves Case Z22-14, Lazzari Property Rezoning, as it pertains to the rezoning of 12 acres, more or less, as located in Planning (Zoning) District 12, from RSF-2, Single Family District, to RA, Rural Agricultural District.

BACKGROUND INFORMATION

Background: The subject request involves 12 acres. The current zoning designation is RSF-2, Single Family District and the requested zoning designation is RA, Rural Agricultural District for the purpose of farm-related structures to reside on the property.

The Planning Commission recommended approval at their August 4, 2022 meeting.

Previous Commission action/date: 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? Yes

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Mail correspondence to:
Timothy Lazzari
11235 County Road 64
Daphne, Alabama 36526
timlazzari360@gmail.com

cc: Planning@baldwincountyal.gov

Additional instructions/notes: Planning and Zoning Department - Amend Zoning Map

BALDWIN COUNTY, ALABAMA

Planning and Zoning Department

RE-ZONING REQUEST

Z22-14, LAZZARI PROPERTY

AUGUST 4, 2022

PRESENTED BY: CORY RHODES, PLANNER

Z22-14 Lazzari Property

Lead Staff: Cory Rhodes, Planner

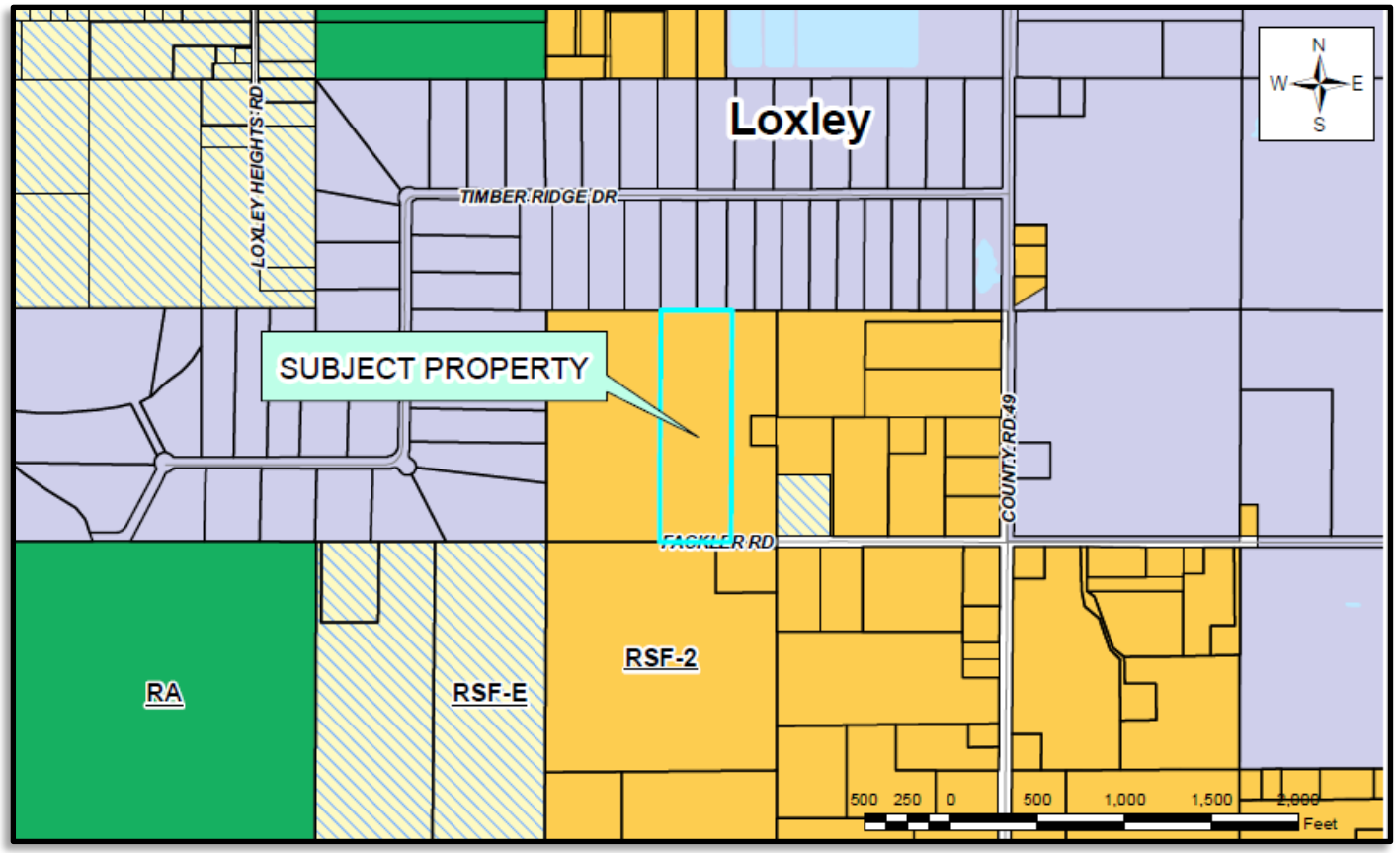
Request before Planning Commission:

Rezone 12.00 acres From RSF-2 to RA

Parcel# 05-42-05-15-0-000-033.000

To view maps/plats in higher resolution please visit the "Upcoming Items" Planning and Zoning webpage:

https://baldwincountyal.gov/departments/planning-zoning/meeting-agenda

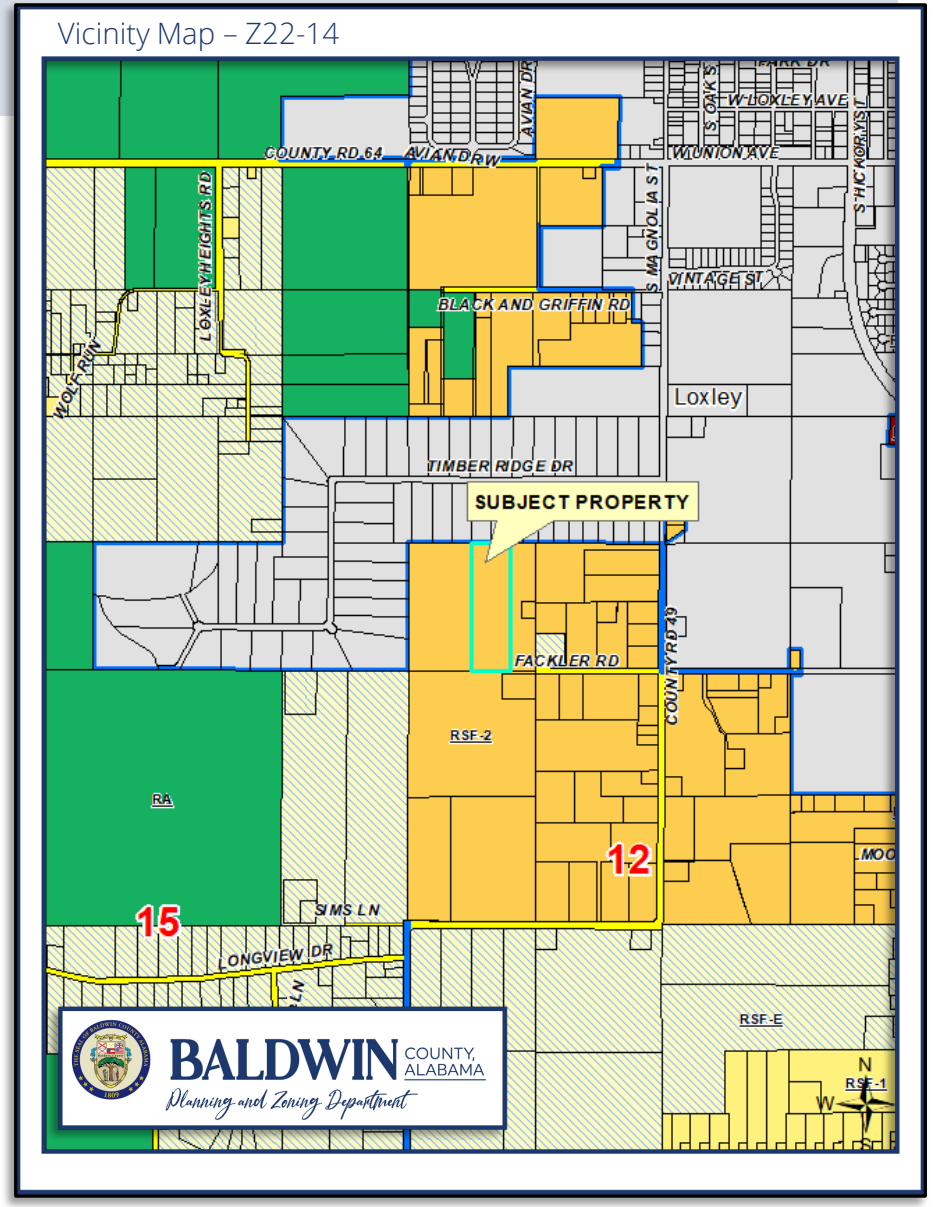


Z22-14 Lazzari Property

Re-zoning request from **RSF-2** to **RA**

Lead Staff: Cory Rhodes, Planner

- **Planning District:** 12 **Zoned:** RSF-2
- **Location:** Subject property is located west of CR 49 and south of Timber Ridge Drive in Loxley
- **Current Use:** Vacant
- **Acreage:** 12
- **Physical Address:** 15163 Fackler Road
- **Applicant:** Timothy Lazzari
- **Owner:** Timothy Lazzari

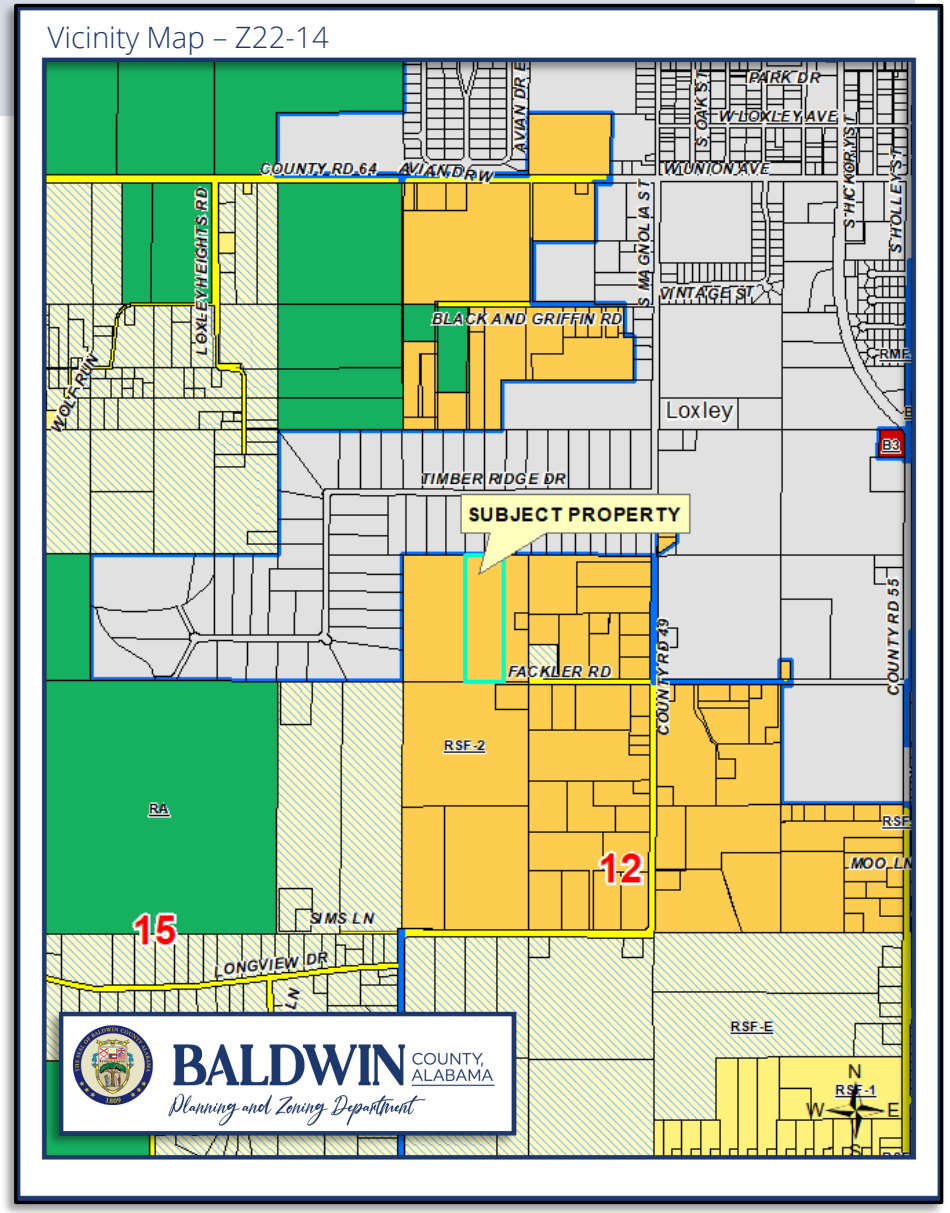


Z22-14 Lazzari Property

Rezoning request from **RSF-2** to **RA**

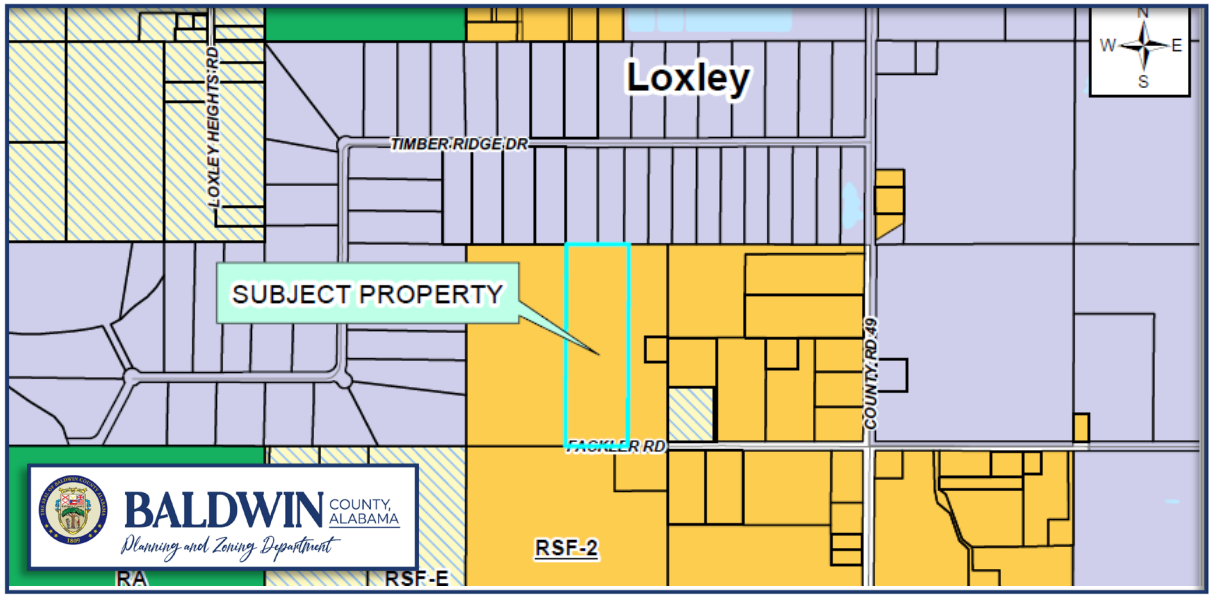
Lead Staff: Cory Rhodes, Planner

- **Proposed Zoning:** RA, Rural Agricultural
- **Proposed Use:** Agricultural
- **Applicant's Request:** The owner would like to be rezoned to rural agricultural to allow farm-related structures to reside on the property (metal carport to store a tractor), which is not allowed in the current zoning category. Eventually a small garden and home will be constructed.



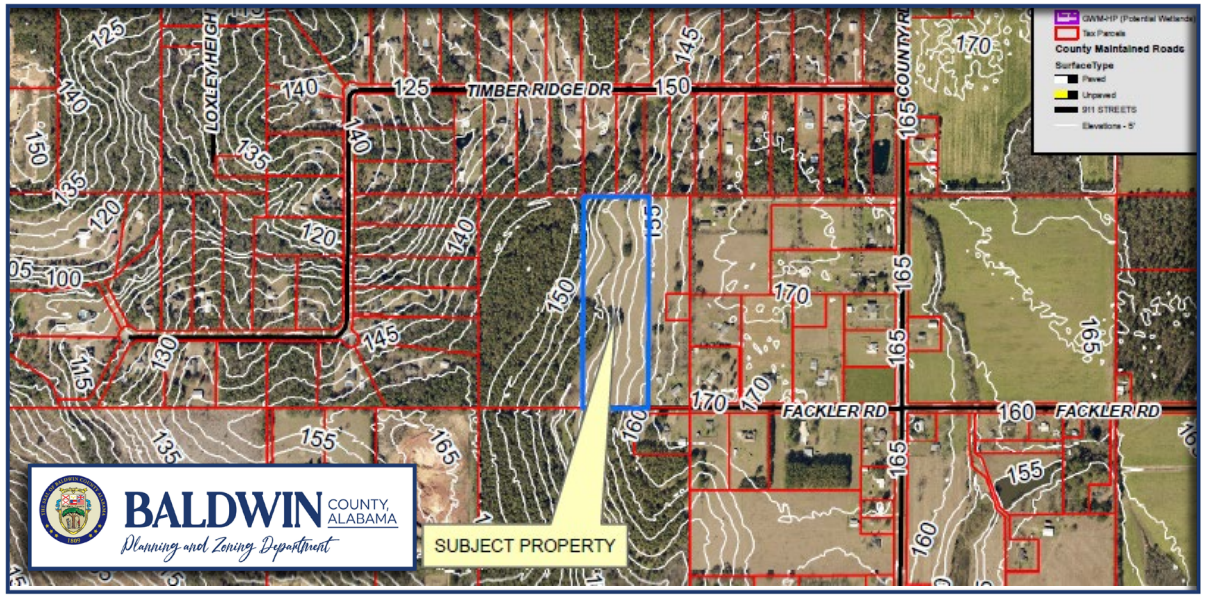
Locator Map

Vicinity Map – Z22-14



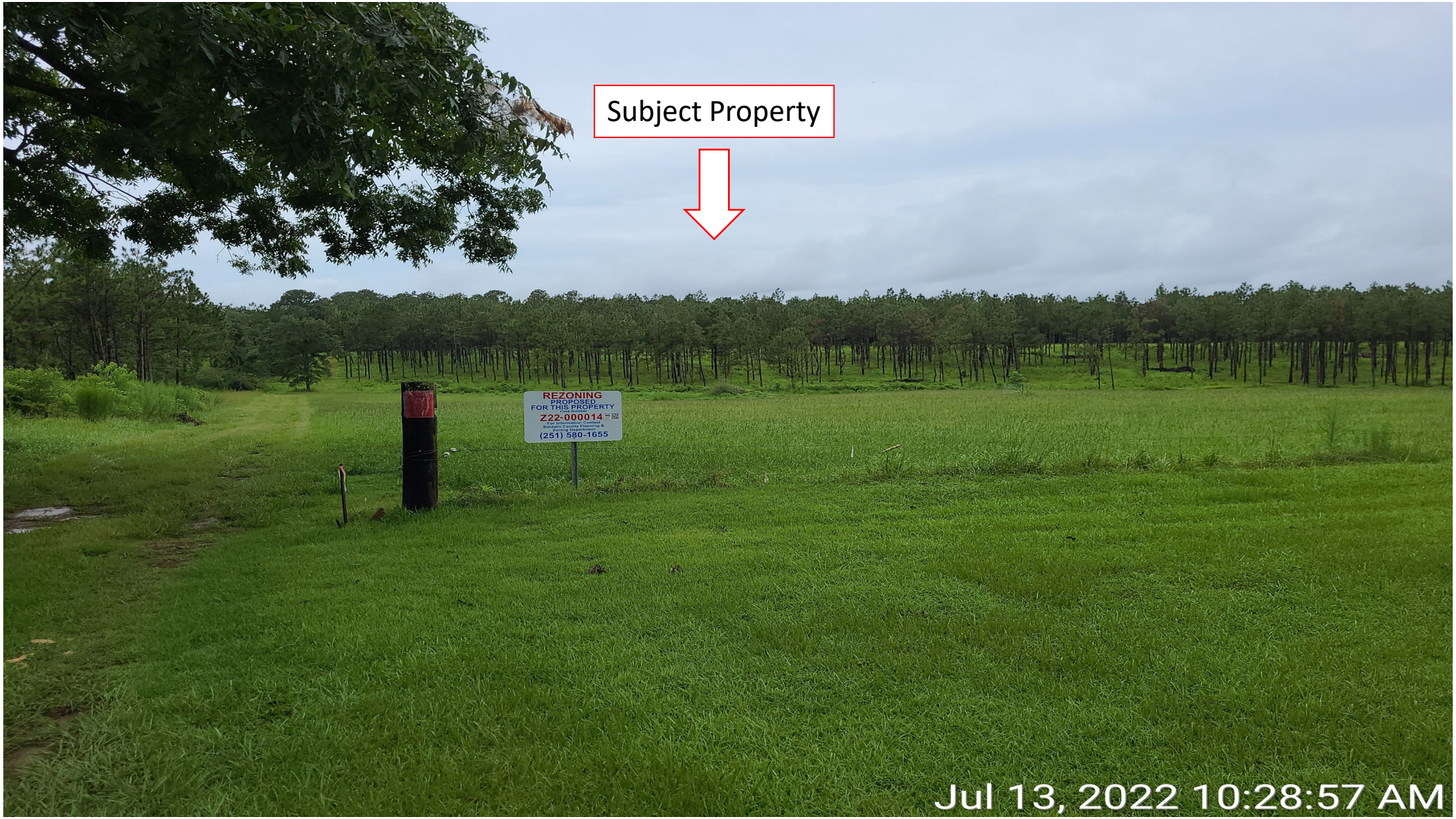
Site Map

Vicinity Map – Z22-14



	Adjacent Zoning	Adjacent Land Use
North	R1A - Residential (within the City of Loxley)	Residential
South	RSF-2, Single Family District	Vacant
East	RSF-2, Single Family District	Residential
West	RSF-2, Single Family District	Timberland/Wooded

Property Images



Property Images



Property Images



Property Images



Property Images



Current Zoning Requirements

Section 4.3 RSF-2, Single Family District

4.3.1 *Generally*. This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional Use Commission Site Plan Approval.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

(d) The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

4.3.4 *Special exception*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception: Not Applicable

4.3.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.4 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Proposed Zoning Requirements

Section 3.2 RA Rural Agricultural District

3.2.1 *Generally*. This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) Outdoor recreation uses.

(d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.

(e) The following local commercial uses: fruit and produce store.

(f) The following institutional uses: church or similar religious facility; school (public or private).

(g) Agricultural uses.

(h) Single family dwellings including manufactured housing and mobile homes.

(i) Accessory structures and uses.

3.2.3 *Special exceptions*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions: Not Applicable

3.2.4 *Conditional Use Commission Site Plan Approval*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

(a) Transportation, communication, and utility uses not permitted by right.

(b) Institutional uses not permitted by right.

(c) The following general commercial uses: low density recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).

(d) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

3.2.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.4 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications*. Within the RA district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Staff Analysis and Findings

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently zoned RSF-2, Single Family District. Surrounding parcels in the immediate area are zoned RSF-2. The adjacent uses are residential and vacant/timberland. ***Staff feels that the requested change is compatible with the surrounding uses.***

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

Planning District 12 came into effect on November 7, 2006. It appears that the subject parcel was zoned RSF-2 at the time Planning District 12 came into effect in 2006 with no rezonings in the area since the original zoning designation was established.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

Staff Analysis and Findings

A future land use designation of ***residential*** has been provided for the subject property. Single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, RMH and PRO. Approval of the rezoning will result in an amendment to the Future Land Use map to ***agricultural***.

4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any planned public improvements.

5.) Will the proposed change adversely affect traffic patterns or congestion?

Staff is unaware of any adverse affects of traffic patterns or congestion as a result of this proposed change.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The surrounding land uses are residential and vacant/timberland. The owner would like to be rezoned to RA to allow farm-related structures to reside on the property (metal carport to store tractor), which is not allowed in the current zoning category. Eventually a small garden and home will be constructed.

Staff Analysis and Findings

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

The surrounding land uses are residential and vacant/timberland. ***Staff feels the proposed amendment is consistent with the area.***

8.) Is the timing of the request appropriate given the development trends in the area?

Staff perceives no time factor with this request.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff does not anticipate any adverse impacts on environmental conditions of the vicinity or the historic resources of the County.

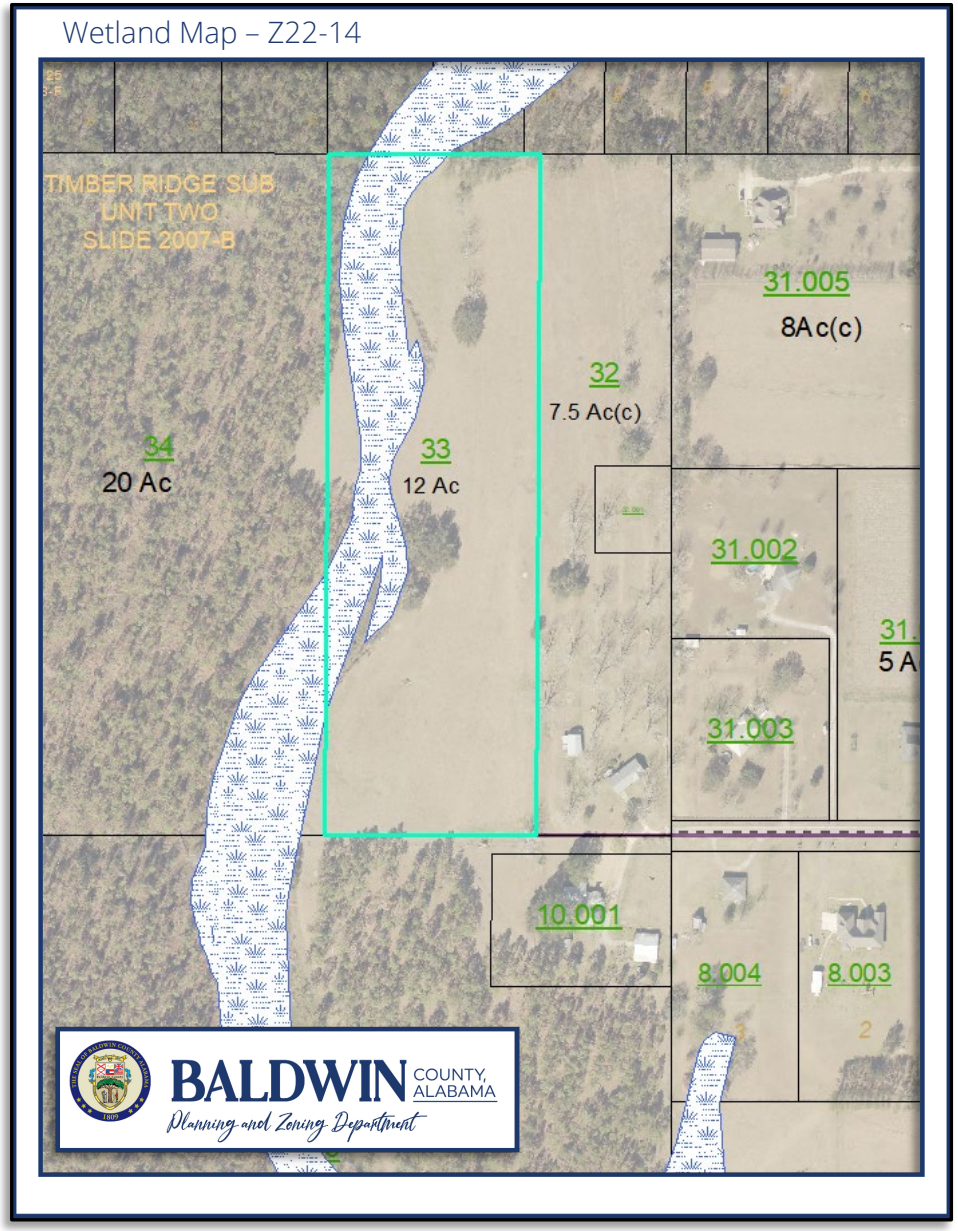
10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff does not anticipate any adverse impacts to the health, safety and welfare of the County and the vicinity.

11.) Other matters which may be appropriate.

There appear to be potential wetlands on the subject property. A wetland delineation may be required in order to verify there is no disturbance within a 30' wetland buffer and will be evaluated at the time of Zoning Site Plan review.

Wetland Map


Wetland Map – Z22-14
TIMBER RIDGE SUB
UNIT TWO
SLIDE 2007-B
34
20 Ac
33
12 Ac
32
7.5 Ac(c)
31.005
8Ac(c)
31.002
31.003
31.
5 A
10.001
8.004
8.003
BALDWIN COUNTY, ALABAMA
Planning and Zoning Department

Agency Comments

- **Baldwin County Highway Department,** *Tyler Mitchell*: No Comments
- **Subdivision Coordinator,** *Mary Booth*: No Comments
- **ADEM,** *Scott Brown*: No Comments
- **Corp of Engineers,** *James E. Buckelew*: No Comments

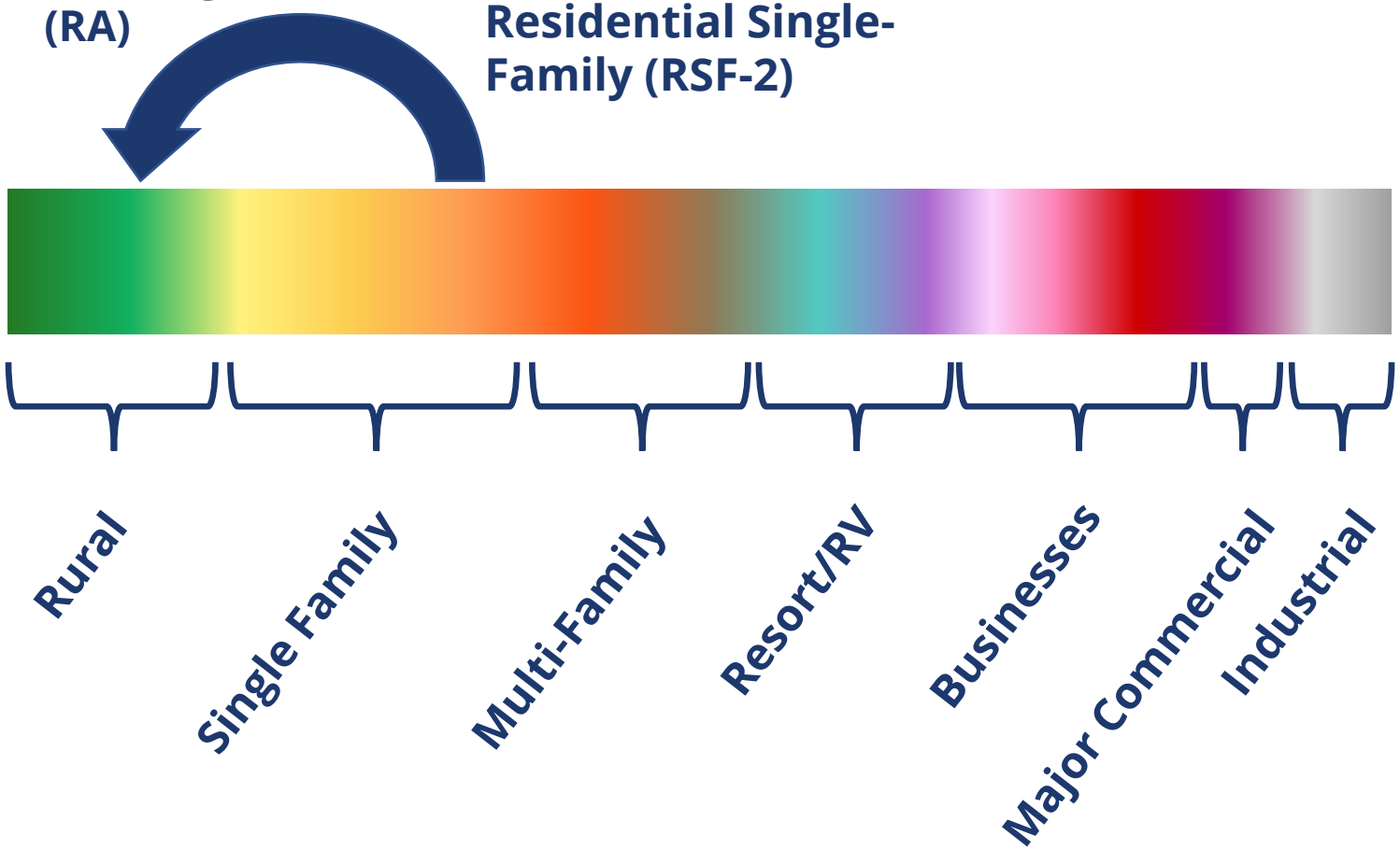
Z22-14 Lazzari Property

Rezoning request from **RSF-2** to **RA**

Lead Staff: Cory Rhodes, Planner

Proposed Zoning: Rural Agricultural (RA)

Current Zoning: Residential Single-Family (RSF-2)



Staff's Recommendation:

Unless information to the contrary is revealed at the public hearing, staff feels the application should be recommended for **Approval**.*

**On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

Planning Commission Recommendation:

- Planning Commission voted 10 to 0 to approve
- The following reasons were listed by the Planning Commission to support its decision:
  - Staff recommended approval
  - Planning Commission had no concerns with staff's recommendation and report

Staff Recommendation Following Public Hearing:

- Staff recommendation to approve remains unchanged

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2022-153

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **CASE No. Z22-14 Lazzari Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Timothy Lazzari has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 12, for property identified herein and described as follows:

12 AC DEED E1/2 OF SW1/4 OF SW1/4 SEC 15-5-3 LESS THE E 263
' SEC 15 T5S-R3E (TRUST D/SURVIVORSHIP)

Otherwise known as tax parcel number, **05-42-05-15-0-000-033.000** as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-2, Single Family District, to RA, Rural Agricultural District, and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on August 4, 2022 and voted to recommend **Approval** of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on September 20, 2022; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 12 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z22-14, Lazzari Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 12 from RSF-2, Single Family District, to RA, Rural Agricultural District, which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 12 Official Map, is hereby **APPROVED.**

DONE, Under the Seal of Baldwin County, Alabama, as affixed on this the **20th** day of **September 2022.**

_____
Commissioner James E. Ball, Chairman

ATTEST

_____
Ronald J. Cink, Budget Director/Interim
County Administrator

a.) Case Z22-14, Lazzari Property

The applicant is requesting to rezone 12+/- acres from RSF-2 to RA to allow farm related activities.

The property is located on Fackler Road, in Planning District 12.

Cory Rhodes presented the case.

Timothy Lazzari was signed up to represent the applicant.

There was no one present in opposition.

Mr Seibert made the motion to approve case Z22-14, Lazzari Property. Mr. Tonsmeire made the second. All member voted in favor of the motion. **Motion to approve carried on a vote of 10-0.**

BALDWIN COUNTY PLANNING & ZONING COMMISSION

Voting Sheet

Z22-14
Lazzari Property
8/4/2022

MOTION:	TO RECOMMEND APPROVAL
MADE BY:	GREG SEIBERT
2ND BY:	PLUMER TONSMEIRE

MEMBER	IN FAVOR OF MOTION	OPPOSED TO MOTION
Steven Pumphrey	-	-
Daniel Nance	A	A
Brandon Bias	X	
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	X	
Michael Mullek	X	
Greg Seibert	X	
Bill Booher	X	
Jamie Strategier	X	
Mike McKenzie	X	
Rebecca Teel	X	
VOTE TOTAL	10	0

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 10-0

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 9/13/2022

Re: Z22-14, Lazzari Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 9/20/2022

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z22-14, Lazzari Property

The Planning and Zoning Commission meeting was held **Thursday, August 4, 2022.**

The County Commission public hearing is scheduled for **Tuesday September 20, 2022.**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150
GulfCoastMedia.com

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

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

08/24/2022, 08/31/2022, 09/07/2022

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

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

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

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 11, 2026

STATE OF ALABAMA NOTARY PUBLIC
AMBER KIMBLER
My Commission Expires
April 11, 2026

Sworn and subscribed to on 09/07/2022.

BC PLANNING & ZONING- LEGAL
Acct#: 983695
Ad#: 338867
Lazzari Property
Amount of Ad: $349.52
Legal File# Case #: Z22-14

BALDWIN COUNTY PLANNING & ZONING COMMISSION PLANNING AND ZONING DEPARTMENT

Main Office - 251.580.1655
22251 Palmer St.,
Robertsdale, AL 36567

Foley Office - 251.972.8523
201 East Section Ave.,
Foley, AL 36535

NOTICE OF PUBLIC HEARING
Case #: Z22-14
Lazzari Property
Planning District: 12

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Timothy Lazzari. The applicant is requesting approval to rezone 12 acres+/- from RSF-2 Residential Single-Family District to RA- Rural Agriculture District.
The Parcel Identification Number 05-42-05-15-0-000-033.000.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday September 20, 2022, beginning at 8:30 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL. 36532.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code- 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at 251-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County
Planning & Zoning
22251 Palmer Street
Robertsdale, AL 36567

You may email your comments to:
Planning@baldwincountyal.gov.
If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disability Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

August 24-31; September 7, 2022

RECEIVED
9/13/22

GULF COAST MEDIA

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

August 31, 2022

Account # 983775 PO # _____

Cost $ 378.00 Ad # 2846609

222-14

Bethany Summerlin

Bethany Summerlin
Sales Representative

Bill To: BL Comm

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 31st day of August, 20 22

Amber Kimbler

Amber Kimbler
Notary Public for Alabama
My commission expires on April 11, 2026

STATE OF ALABAMA NOTARY PUBLIC
AMBER KIMBLER
My Commission Expires
April 11, 2026

RECEIVED
DQ Hart
9/8/2022

Locals earn tournament wins

BY COLE MCNANNA
Sports Editor
cole@gulfcoastmedia.com

Local volleyball teams were busy last weekend in tournament action where the Orange Beach Makos and Bayside Academy Admirals came away as gold bracket champions.

MAKOS WIN HOST TOURNAMENT

After Orange Beach took down Gulf Shores earlier in the week, head coach Sunne Young hoped to keep the winning streak going through the weekend. The Makos were able to do just that after they registered six wins in as many matches and lost only two of 14 sets played.

The Bayshore Christian Eagles were a gold bracket semifinalist with a 3-2 overall record and both the Robertsdale Golden Bears and St. Michael Catholic Cardinals took semifinalist spots in the silver bracket with 2-3 records. Bayshore only lost to Orange Beach in pool play, beat Curry to go to the gold bracket but fell to Pensacola.

The silver bracket-champion Dolphins lost only one match to Pensacola in the second round which left them in the silver bracket. There, they took down St. Michael Catholic and Curry to finish 5-1 on the tournament.

ADMIRALS CLAIM MAYOR'S CUP

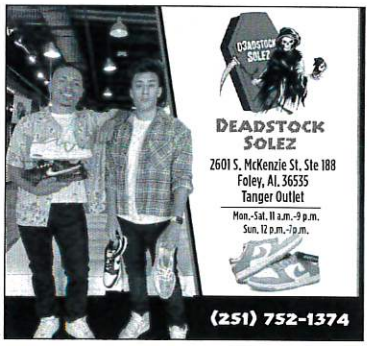
Bayside Academy traveled to the capital to compete in the Mayor's Cup where they bounced back from their lone loss to win the gold bracket.

The Admirals lost only one set in wins over Pike Road, St. James and Elmore County before being swept by Pelham. In the gold bracket, however, Bayside Academy took down Trinity Presbyterian, Montgomery Catholic and Montgomery Academy to win the bracket.

Spanish Fort was not far behind and was a gold bracket semifinalist. The Toros swept Brewbaker Tech and John Carroll Catholic on Friday. Although they finished pool play with a 2-0 loss to trinity, they grabbed a sweep over Wetumpka before falling to Montgomery Academy in the semifinal.









NOTICE OF PUBLIC HEARING
Case #: Z22-14
Lazzari Property
Planning District: 12

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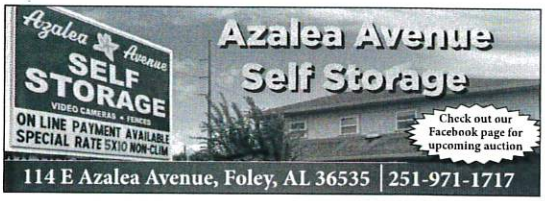




ORDINANCE NO. 005-2022

AN ORDINANCE TO AMEND ORDINANCE NO. 02-10, ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, SEPTEMBER 23, 2002.

BE IT ORDAINED, by the City Council of the City of Robertsdale, Alabama as follows:

That the Zoning Ordinance and official zoning map as amended, be further amended to rezone the following described property:

FROM B-1 to B-2:

Parcel B, POPE'S CONVENIENCE STORE, according to map or plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, on Slide 2473-E.

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

APPROVED THIS 15TH DAY OF AUGUST, 2022.

ORDINANCE NO. 009-2022

AN ORDINANCE TO AMEND ORDINANCE NO. 02-10, ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, SEPTEMBER 23, 2002.

BE IT ORDAINED, by the City Council of the City of Robertsdale, Alabama as follows:

That the Zoning Ordinance and official zoning map as amended, be further amended to rezone the following described property:

FROM R-1 to B-2:

Commencing at a ½" open top pipe at the locally accepted NW corner of the SW ¼ of the SE ¼ of Sec. 25 T-5-S R-3-E Baldwin County, Alabama; thence S00°07'01"W, a distance of 636.00 feet to a set 5/8" capped rebar to the Point of Beginning; thence S86°37'29"E, a distance of 828.11 feet to a set 5/8" capped rebar; thence N49°47'53"E, a distance of 65.64 feet to a set 5/8" capped rebar on the West R.O.W of State Hwy. 59; thence S27°22'28"E, along said R.O.W. a distance of 695.69 feet to a R.O.W. monument; thence S31°14'36"W, a distance of 50.98 feet along said R.O.W. to a R.O.W. monument on the North R.O.W. of Kendrick Road; thence N89°45'47"W, along said R.O.W. a distance of 1,171.61 feet to a railroad spike set in asphalt apron of drive; thence N00°07'01"E, leaving said R.O.W. a distance of 662.92 feet to the Point of Beginning,

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

APPROVED THIS 15TH DAY OF AUGUST, 2022.

Baldwin County Commission

Agenda Action Form

File #: 22-1476, **Version:** 1 **Item #:** ER2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Celena Boykin, Senior Planner
Submitted by: Celena Boykin, Senior Planner

ITEM TITLE
Case No. Z22-15 - God is Bidden Property Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2022-154, which approves Case Z22-15, God is Bidden Property Rezoning, as it pertains to the rezoning of 4.6 acres, more or less, as located in Planning (Zoning) District 30, from RA, Rural Agriculture District to HDR, High Density Residential District.

BACKGROUND INFORMATION

Background: The subject request involves 4.6 acres. The current zoning designation is RA, Rural Agriculture District and the requested zoning designation is HDR, High Density Residential District for the purpose to build townhomes at a density slightly above six (6) DU/Acre.

The Planning Commission recommended approval at their August 4, 2022 meeting.

Previous Commission action/date: 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? Yes

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

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

God is Bidden Properties, LLC.
Post Office Box 459
Summerdale, Alabama 36580

Planning@baldwincountyal.gov

Additional instructions/notes: Planning and Zoning Department - Amend Zoning Map

BALDWIN COUNTY, ALABAMA

Planning and Zoning Department

RE-ZONING REQUEST

Z22-15, GOD IS BIDDEN PROPERTY

AUGUST 4, 2022

PRESENTED BY: CELENA BOYKIN, SENIOR PLANNER

8.E)Z22-15 God is Bidden Property

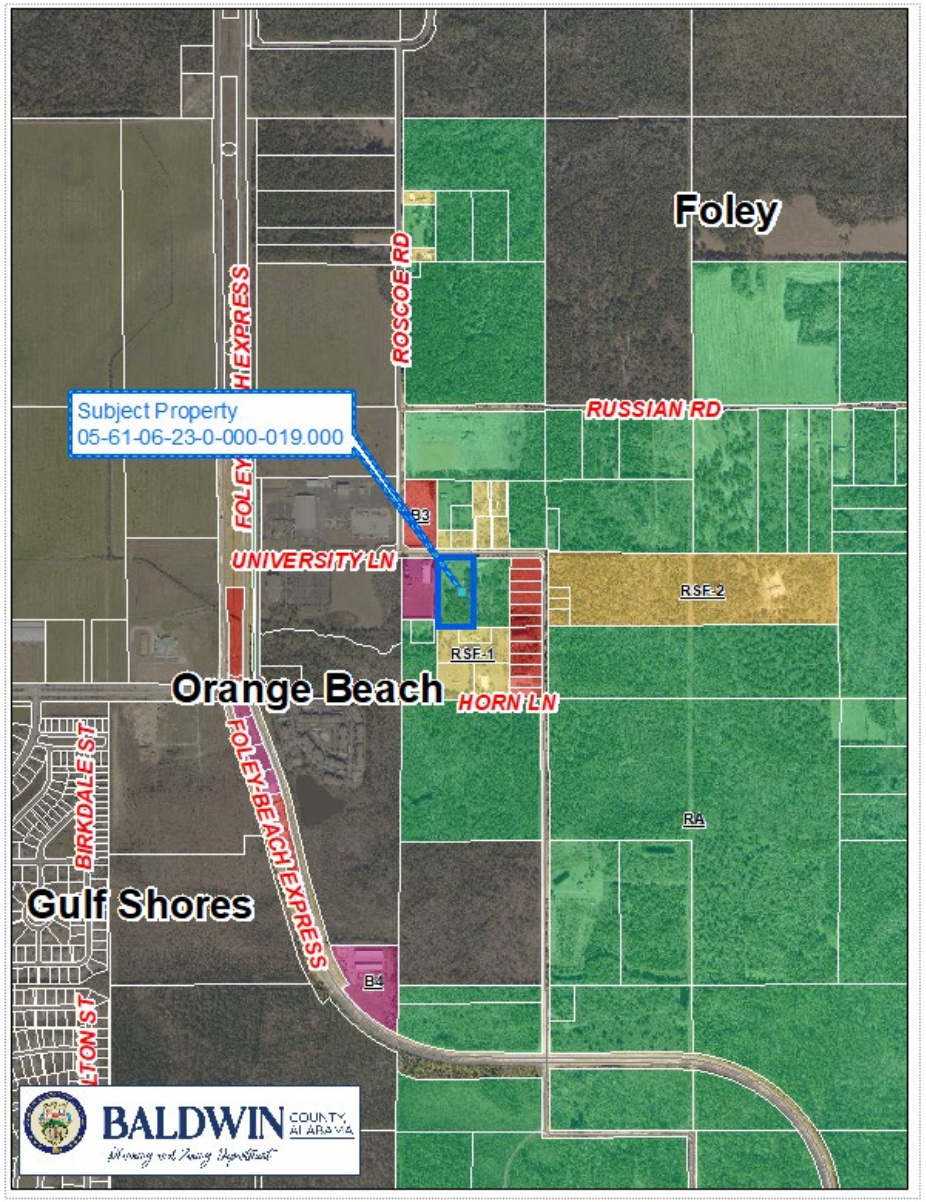
Lead Staff: Celena Boykin, Senior Planner

Request before Planning Commission:

Rezone 4.6+/- acres From RA to HDR

To view maps/plats in higher resolution please visit the "Upcoming Items" Planning and Zoning webpage:

https://www.baldwincountyal.gov/departments/planning-zoning/meeting-agenda



Z22-15 God is Bidden Property

Lead Staff: Celena Boykin, Senior Planner

Planning District: 30

Zoned: RA, Rural Agriculture District

Location: Subject property is located east of the Beach Express and South of Roscoe Rd.

Current Use: Residential

Acreage: 4.6 +/- acres

Physical Address: NA

Applicant: Development Design Studio

Owner: Chartre Consulting

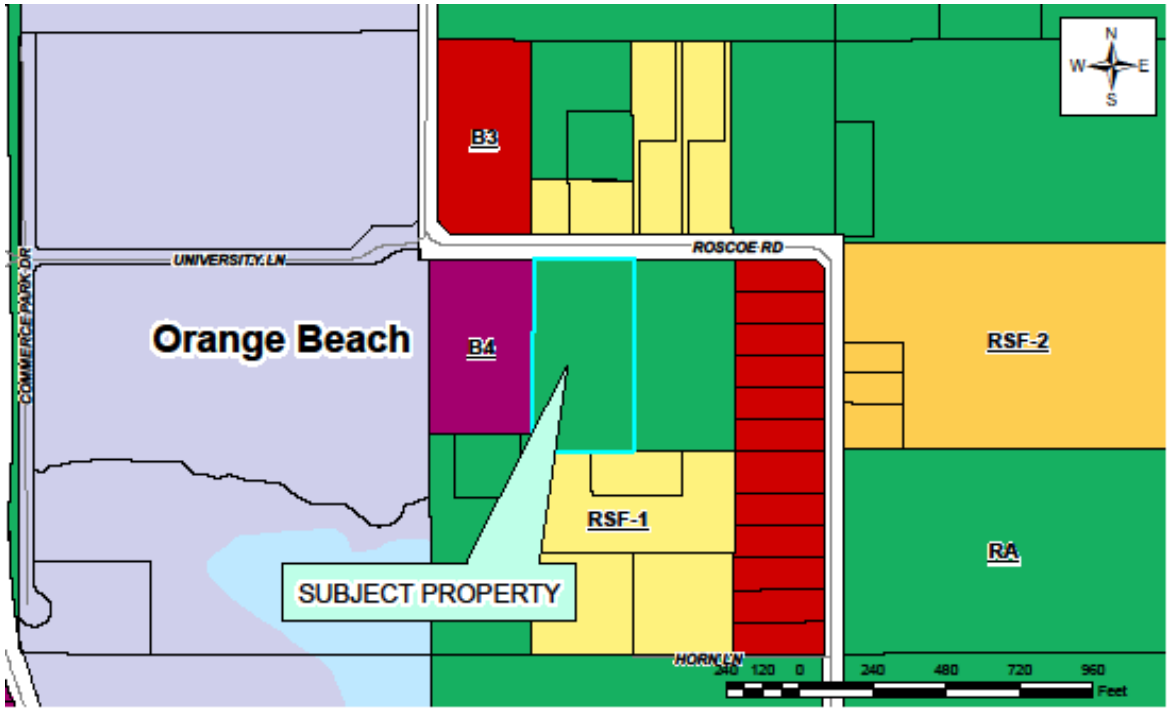
Proposed Zoning: HDR, High Density Residential District

Proposed Use: Townhouses

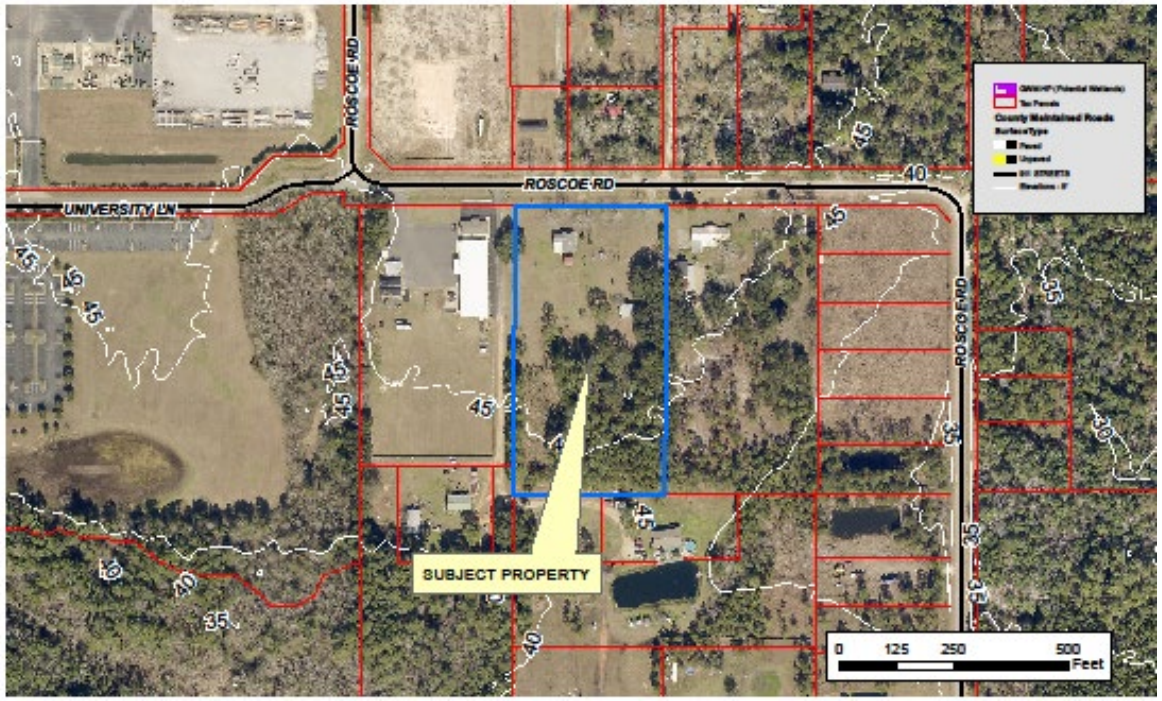
Applicant's Request: We are requesting a rezoning to HDR rather than RMF-6 in order to build townhouses at a density slightly above 6 DU/Acre.

Online Case File Number: The official case number for this application is Z22-15, however, when searching online CitizenServe database, please use Z22-000015.

Locator Map



Site Map



	Adjacent Zoning	Adjacent Land Use
North	Roscoe Rd & RSF-1, Single Family District	Residential
South	RSF-1, Single Family District	Residential
East	RA, Rural Agriculture	Residential
West	B4, Major Commercial	Commercial (Symbol Clinic)

Property Images







Current Zoning Requirements







Current Zoning Requirements

Section 3.2 RA Rural Agricultural District

3.2.1 *Generally*. This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) Outdoor recreation uses.

(d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.

(e) The following local commercial uses: fruit and produce store.

(f) The following institutional uses: church or similar religious facility; school (public or private).

(g) Agricultural uses.

(h) Single family dwellings including manufactured housing and mobile homes.

(i) Accessory structures and uses.

3.2.3 *Special exceptions*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions: Not Applicable

3.2.4 *Commission Site Plan Approval*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

(a) Transportation, communication, and utility uses not permitted by right.

(b) Institutional uses not permitted by right.

(c) The following general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).

(d) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

3.2.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.4 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications*. Within the RA district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Proposed Zoning Requirements

Section 4.10 HDR, High Density Residential District

4.10.1 *Generally*. The intent of this zoning designation is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting.

4.10.2 *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) Extraction or removal of natural resources on or under land.

(b) Water well (public or private).

(c) Silviculture.

(d) Multiple family dwellings (apartments and condominiums).

(e) Two family dwellings.

(f) Townhouses.

(g) Single Family Dwellings.

(h) Accessory structures and uses.

(i) Church or similar religious facility.

4.10.3 *Conditional Use Commission Site Plan Approval*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by site plan approval process:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) Country club.

4.10.4 *Area and dimensional ordinances (single family and two family)*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.4 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

4.10.5 *Area and dimensional ordinances (multiple family)*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.4 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	50
Maximum Height in Habitable Stories	4
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

4.10.6 *Townhouses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.4 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	10-Feet (exterior wall side yards)
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

4.10.7 *Open space requirement.* A minimum of 10% of the gross land area developed under the HDR designation shall be set aside as permanent open space to include amenities, common areas and recreation facilities.

4.10.8 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one-foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward properties designated single family residential, which are located within 200-feet of the source of the light.

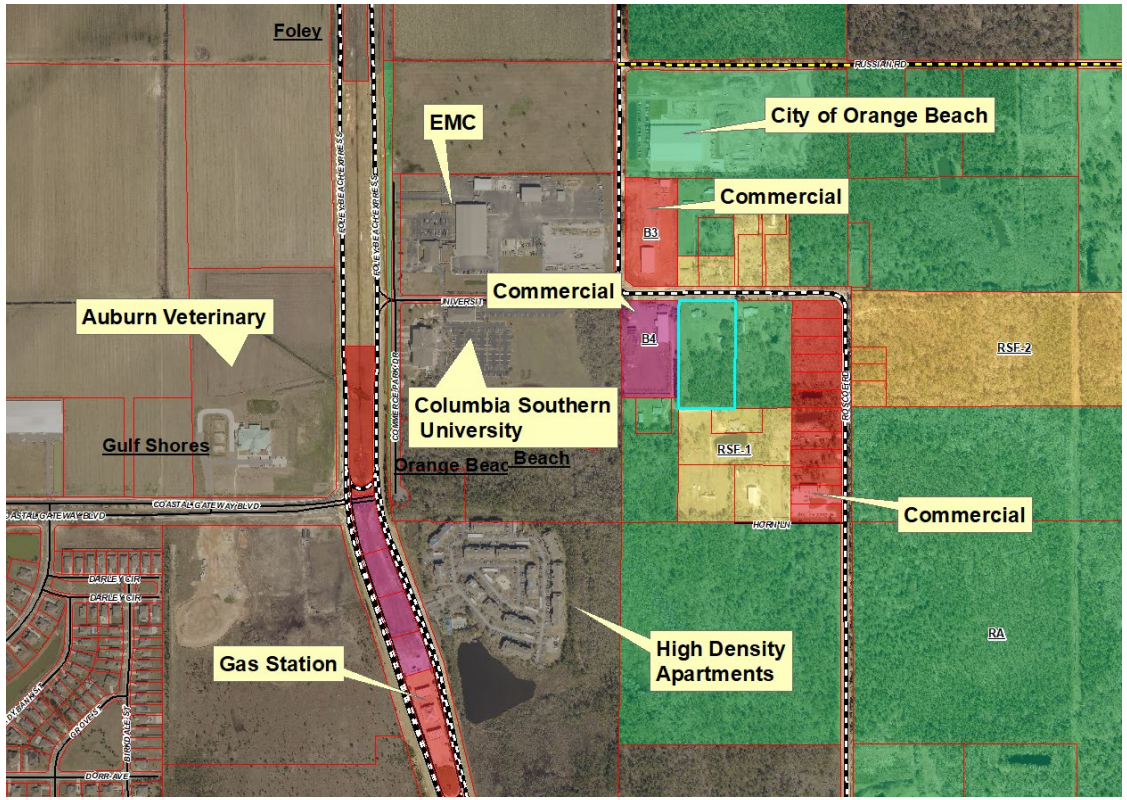
4.10.9 *Landscaping and buffering.* All HDR, High Density Residential District, properties shall meet the requirements of *Article 17: Landscaping and Buffers.*

4.10.10 HDR, High Density Residential District, shall not be available in Planning District 25.

Staff Analysis and Findings

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently residential. The property is to the south of Roscoe Rd and east of the Foley Beach Express. The adjoining properties are residential, forested timberland, and commercial. The property to the west was rezoned from RA to B-4, Major Commercial District in 2017 (case Z-17006). The properties to the west along the Beach Express are in the city of Orange Beach and are commercial.



Staff Analysis and Findings

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

Planning District 30 zoning map was adopted in February 1995. There have been several parcels that have been annexed into the city of Orange Beach. The adjacent property to the west was rezoned from RA to B4 in 2017. The B3 to the north was rezoned from RA in 2019.

3.) Does the proposed zoning better conform to the Master Plan?

A future land use designation of Agricultural has been provided for the subject property. Agriculture, forestry and similar activities are included with this future land use category. Single family dwellings, institutional uses, recreational uses, limited commercial uses which are intended to serve a rural area and transportation, communication and utility uses are also included subject to the requirements found within the Zoning Ordinance. This category is designed to protect the essential open character of rural areas until it is timely to reclassify the land to appropriate residential, commercial or industrial categories. Zoning designations may include RR, CR, RA and RSF-E. Approval of the rezoning will result in an amendment of the Future Land Use Map to residential.

4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any planned public improvements.

Staff Analysis and Findings

5.) Will the proposed change adversely affect traffic patterns or congestion?

Per the Federal Highway Administration the functional classification of Roscoe Road is local. Locally classified roads account for the largest percentage of all roadways in terms of mileage. They are not intended for use in long distance travel, except at the origin or destination end of the trip, due to their provision of direct access to abutting land. Bus routes generally do not run on Local Roads. They are often designed to discourage through traffic. As public roads, they should be accessible for public use throughout the year. Local Roads are often classified by default. In other words, once all Arterial and Collector roadways have been identified, all remaining roadways are classified as Local Roads. The traffic going to and from the townhomes could have an impact on traffic patterns or congestion. Access to this site would require approval from Baldwin County Highway Department.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

As stated previously the adjoining properties are residential, forested timberland, and commercial. The property to the west was rezoned from RA to B-4, Major Commercial District in 2017 (case Z-17006). The properties to the west along the Beach Express are in the city of Orange Beach and are commercial.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

This area consists of commercial, residential, and agriculture zoning. The parcels along the Foley Beach Express are annexed into the City of Orange Beach or Gulf Shores. Refer back to the map in question 1.

Staff Analysis and Findings

8.) Is the timing of the request appropriate given the development trends in the area?

Staff believes that timing is not an issue.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff is unaware of any historic resources that would be adversely impacted by this request.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Although there will be an increase in traffic, if the rezoning is approved and the property is developed, the impact should not be significant. Access to this site would require approval from Baldwin County Highway Department. Development of the property will be considered as a major project. Prior to the issuance of a Site Plan approval, staff will evaluate all submitted materials, including building plans, drainage plans, landscaping plans and site plans in order to ensure complete compliance with the requirements of the zoning ordinance. Required landscaped buffers will help to mitigate the potential for adverse impacts.

11.) Other matters which may be appropriate.

Agency Comments

ALDOT, Michael Smith: No Comments

ADEM, Scott Brown: No Comments

Baldwin County Subdivision– Mary Booth: No Comments

Baldwin County Highway Department:

The provided site plan shows proposed development of townhomes which will need to follow the County subdivision process, including analysis of drainage and traffic impacts. Roscoe Rd is County maintained and will require permitting through the Highway Department for any new or changed connections for the subject property.

Information Provided By Applicant

DEVELOP
design studio
architecture + design

a) **Is the requested change compatible with the existing development pattern and the zoning of nearby properties?**
   a. *University Lane and Coastal Gateway Blvd across Foley Beach Express seem to be a burgeoning node of development and activity. As the first few catalyst lots begin to develop, typically land uses around those lots want to step up in intensity and with complimentary or similar uses. We feel that based on the zoning and land uses around our property an increase in intensity for this lot and others is reasonable to consider.*

b) **Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?**
   a. *The directly property to the West is zoned B-4. While we're not sure when the zoning was given, it has recently been built on to a business use.*
   b. *The property across the NW corner of our property is zoned B3. I cannot ascertain when this zoning was applied but I suspect it was since the zoning for the area was established.*
   c. *The properties to the East along Roscoe Rd. after it turns to N/S direction are all zoned B-4. Again, I cannot ascertain when this zoning was applied but I suspect it was since the zoning for the area was established.*
   d. *If these above zonings were original when the zoning was first established, we would still suggest it makes sense to see greater intensity allowed at this location and those lots around us.*

c) **Does proposed zoning better conform to the Master Plan?**
   a. *We believe it does. At this location in district 30, this area is designated as a node of a mix of commercial and residential. It seems clear that this area is intended to build up and develop in intensity. The Master Plan is not fined grained so as to comment on intensity within those uses. We speak to that in other answers to these question.*

d) **Will the proposed change conflict with existing or planned public improvements?**

DEVELOP
design studio
architecture + design

   a. *Not that we can see. Based on the activity and increased intensity at this section of Roscoe Rd. we think this makes sense to allow further intensity to occur here.*
   b. *Coastal Gateway Blvd. is a major connector between the expressway and 59. It seems logical that development should occur along and at the terminations of Coastal Gateway.*

e) **Will the proposed change adversely affect traffic patterns or congestion?**
   a. *We do not believe so. We are within 1/3 of a mile of the Expressway and therefor traffic will not likely affect the neighborhood further in. Besides, at a max density of 55 units we don't think this would have a noticeable effect at all on traffic.*

f) **Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? An original zoning designation that was assigned based on a use that existed when the Planning District was formed, and that does not otherwise generally conform with the zoning designations in the vicinity, does not necessarily indicate the existence of a development pattern under this factor. The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**
   a. *We believe that it is consistent with the development patterns in the area. As noted above, they are burgeoning, but we see the beginnings of node of development at this point along the expressway. A higher density residential use at this property would make sense in our opinion as a transition from commercial uses closer to the expressway and lower density residential further along Roscoe Rd.*

g) **Is the proposed amendment the logical expansion of adjacent zoning designations? When an adjacent zoning district received its original zoning designation based on a use that existed when the Planning District was originally formed, and that original zoning designation does not otherwise generally conform with the zoning designations in the vicinity, this original zoning designation should not support the allowance of more intense zonings on adjacent parcels, without the presence a development pattern in the community that supports an increase in intensity.**

Information Provided By Applicant

DEVELOP
design studio
architecture + design

a. *Again, we see the beginnings of a development pattern that makes this a logical application. While it is not an expansion of adjacent zonings / uses, we see it as complimentary. We see this "moment" along the expressway as the beginnings of a node of activity. We believe a mix of uses and densities can strengthen this burgeoning pattern and lead to a node of mixed uses that can be complimentary to each other.*

h) Is the timing of the request appropriate given the development trends in the area?

a. *We believe it to be appropriate per our answers to the questions above.*

i) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

a. *We do not believe it will. It is a single lot surrounded by relatively recent development activity. It is not near any major waterways and is currently a mostly clear lot and so therefor we will not see a large number of trees removed.*

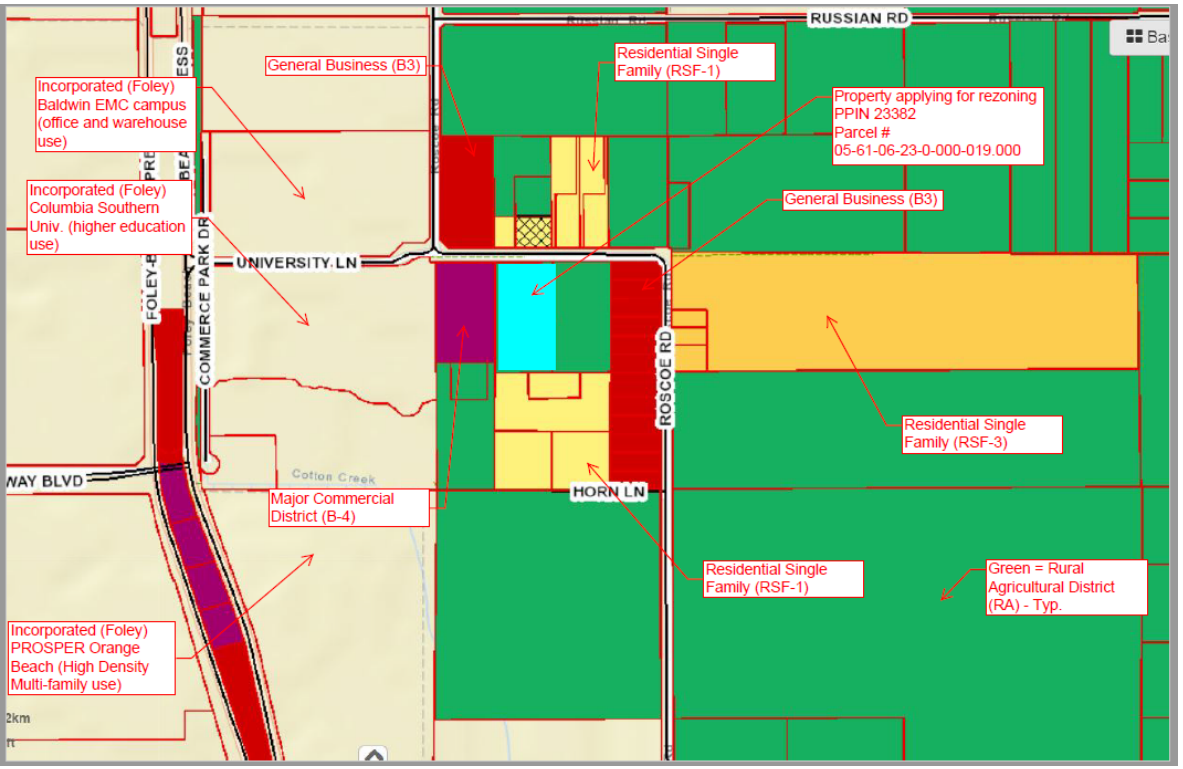
j) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

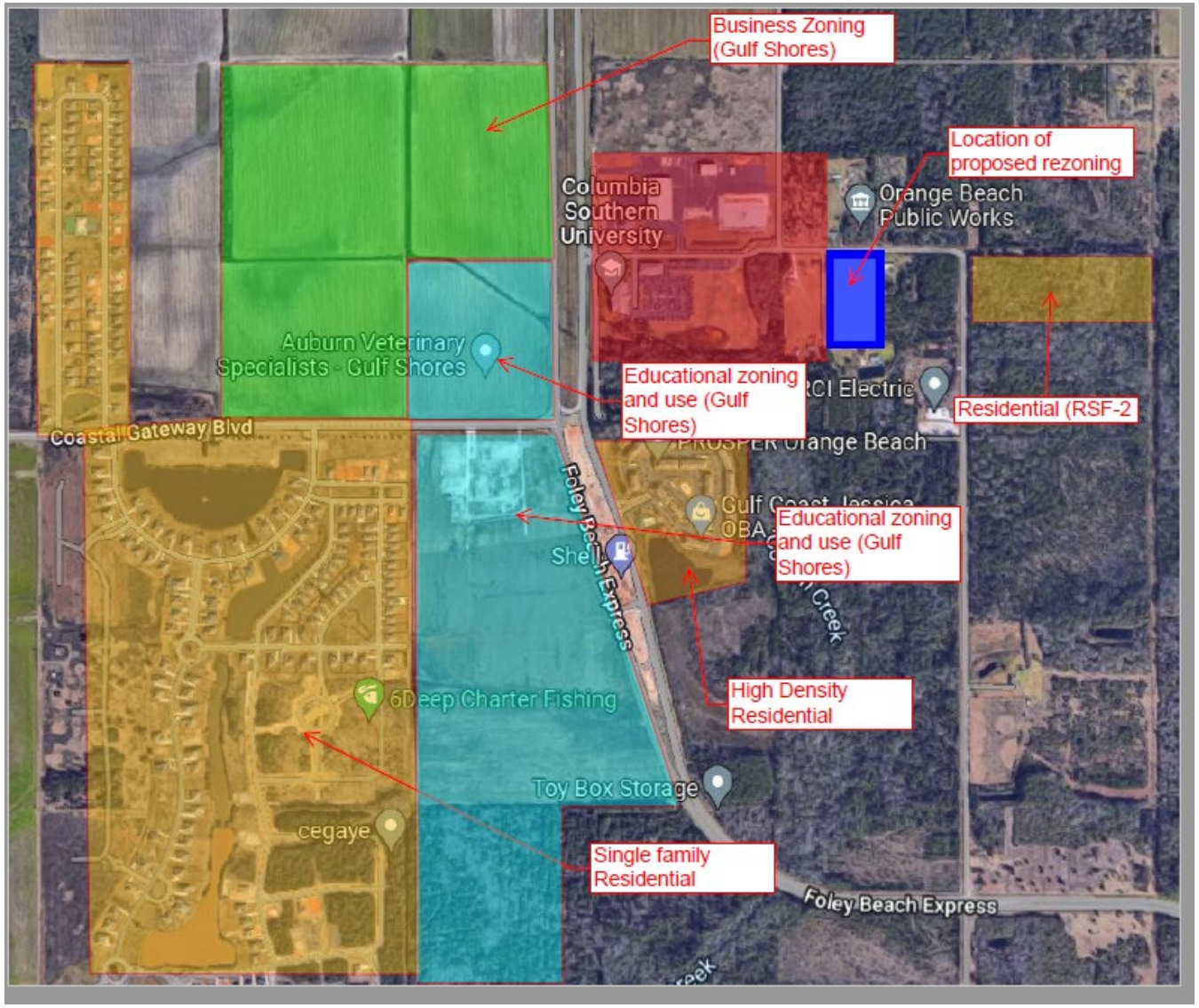
a. *We do not believe it will. In fact, we believe that encouraging development patterns with a mix of uses and intensities at nodes like this can lead to less traffic and a better standard of living for residents.*

k) Other matters which may be appropriate.

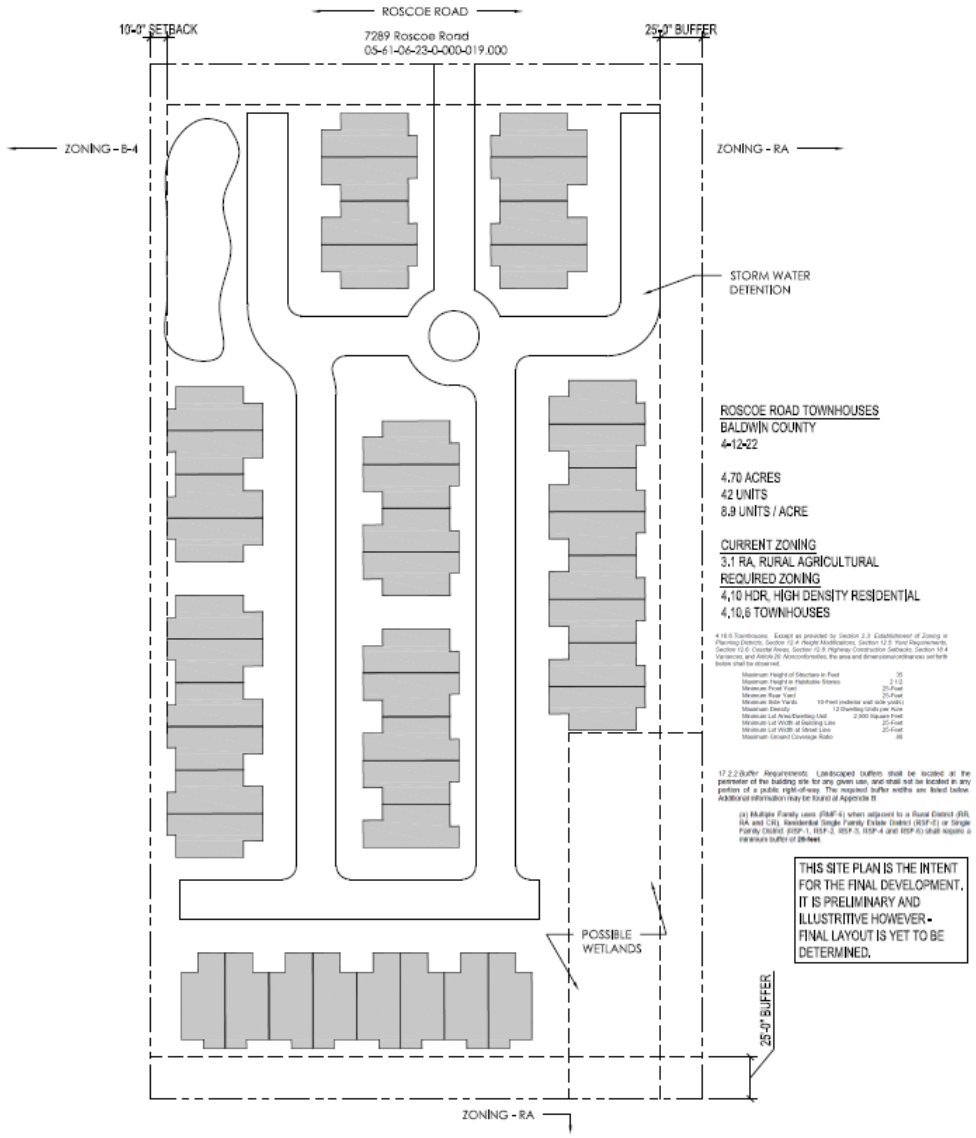
a. *None*

Information Provided By Applicant





Information Provided By Applicant



ROSCOE ROAD TOWNHOUSES
BALDWIN COUNTY
4-12-22

4.70 ACRES
42 UNITS
8.9 UNITS / ACRE

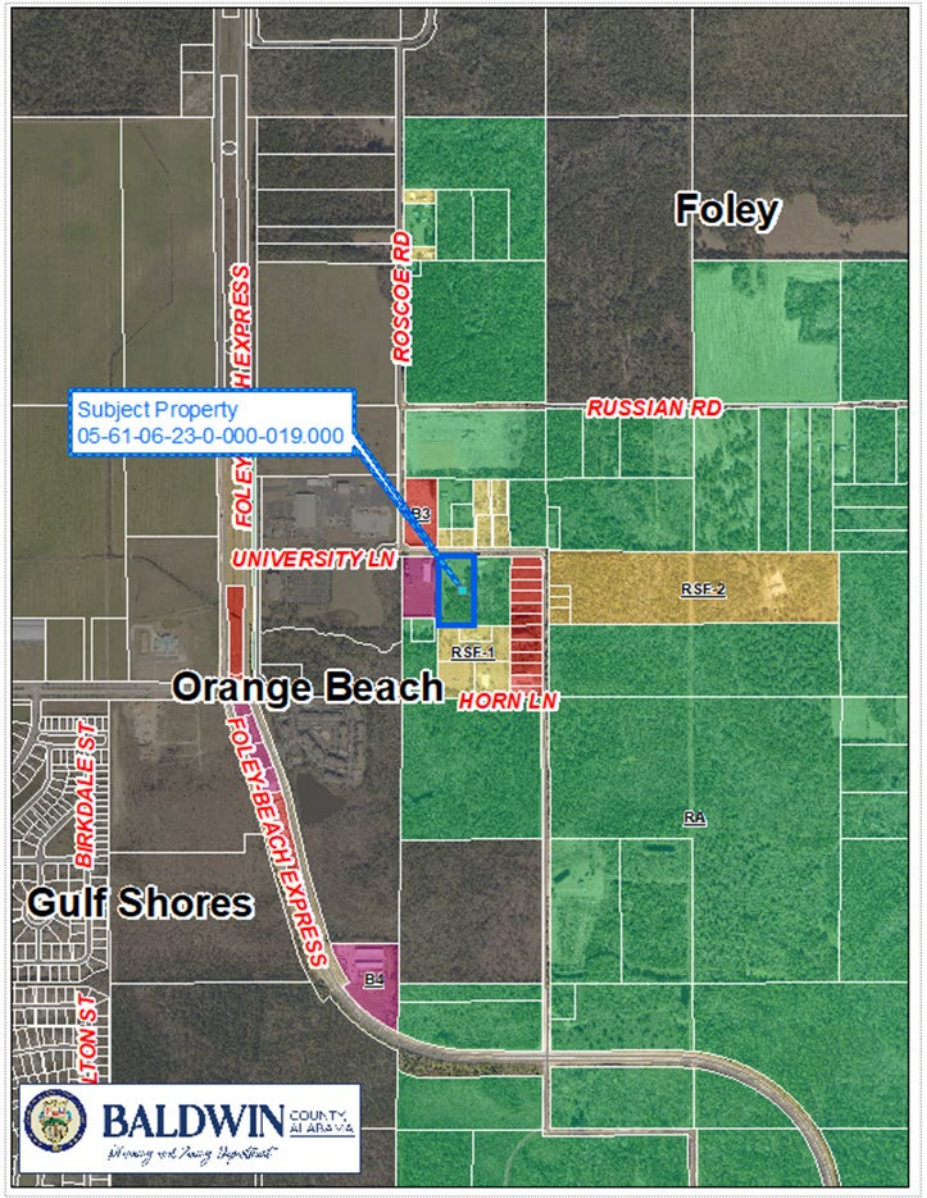
CURRENT ZONING
3.1 RA, RURAL AGRICULTURAL
REQUIRED ZONING
4.10 HDR, HIGH DENSITY RESIDENTIAL
4.10.6 TOWNHOUSES

Z22-15 God is Bidden Property

Lead Staff: Celena Boykin, Senior Planner

Staff's Summary and Comments:

As stated previously, the subject property is currently zoned RA, Rural Agriculture District, and consists of approximately 4.6 acres. The designation of HDR, High Density Residential District, has been requested in order to build townhouses at a density slightly above 6 DU/Acre. With the surrounding land uses and location to the Foley Beach Express staff feels this is compatible with the area.

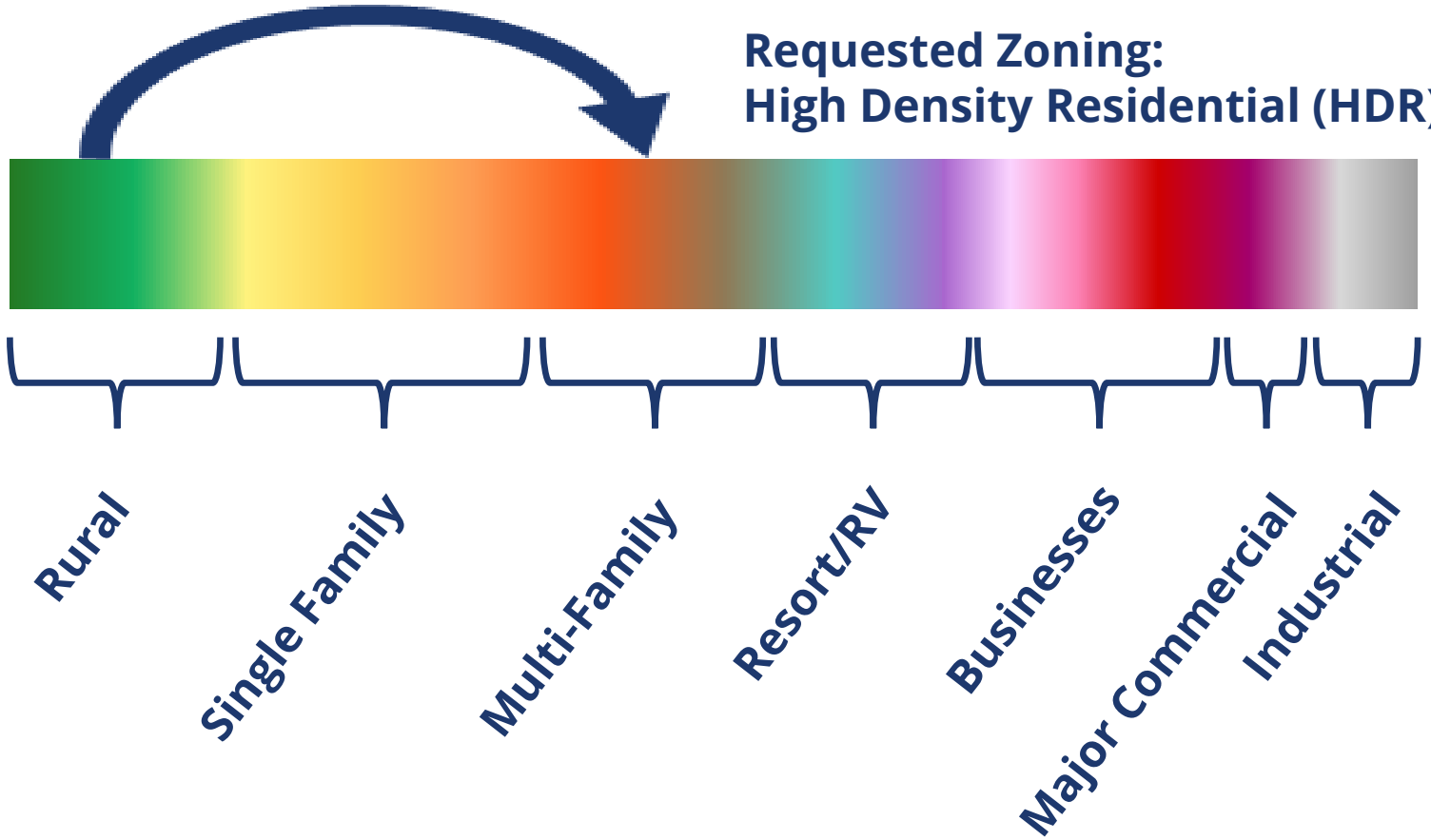


Z22-15 God is Bidden Property

Lead Staff: Celena Boykin,
Senior Planner

Current Zoning:
Rural Agriculture (RA)

Requested Zoning:
High Density Residential (HDR)



Staff's Recommendation:

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be recommended for **Approval**.*

**On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

Planning Commission Recommendation:

- Planning Commission voted 8 to 2 to **approve**
- The following reasons were listed by the Planning Commission to support its decision:
  - Staff Recommendation

Staff Recommendation Following Public Hearing:

- Staff recommendation to **approve** remains unchanged.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2022-154

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **CASE No. Z22-15 God is Bidden Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Development Design Studio has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 30, for property identified herein and described as follows:

330'(S) X 630'(S) FM NW COR OF SW1/4 OF SW1/4 SEC 23 RUN E 6

40' TH S 40' TO POB CONT S 620'(S), TH E 330'(S), TH N 620'(S),

TH W 330'(S) TO POB CONTAINING 4.6 ACRES LYING IN SW1/4

OF SW1/4 SEC 23-T8S-R4E (WD)

Otherwise known as tax parcel number, **05-61-06-23-0-000-019.000** as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RA, Rural Agriculture District, to HDR, High Density Residential District, and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on August 4, 2022 and voted to recommend **Approval** of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on September 20, 2022; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 30 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z22-15, God is Bidden Property) as herein identified and described and as found within the confines of Planning (Zoning) District No.30 from RA, Rural Agriculture District, to HDR, High Density Residential District, which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 30 Official Map, is hereby **APPROVED.**

DONE, Under the Seal of Baldwin County, Alabama, as affixed on this the **20th** day of **September 2022.**

_____

Commissioner James E. Ball, Chairman

ATTEST

_____

Ronald J. Cink, Budget Director/Interim County Administrator

a.) Case Z22-15, God is Bidden Property

The applicant is requesting to rezone 4.6+/- acres from RA to HDR to allow construction of multi-family housing.

The property is located on Roscoe Road, in Planning District 30.

Celena Boykin presented the case.

Stuart Povall, Jeanne Birkenhauer and George Glenn were signed up to represent the applicant.

There was no one present in opposition.

Mr Seibert made the motion to approve case Z22-15, God is Bidden Property. Mr. Davis made the second. Mr. Davis, Mr. Tonsmeire, Mr. Padgett, Mr. Seibert, Mr. Booher, Ms. Strategier, Mr. McKenzie, and Ms. Teel voted in favor of the motion. Mr. Bias and Mr. Mullek voted no to the motion**. Motion to approve carried on a vote of 8-2.**

BALDWIN COUNTY PLANNING & ZONING COMMISSION

Voting Sheet

Z22-15
God is Bidden Property
8/4/2022

MOTION:	TO RECOMMEND APPROVAL
MADE BY:	GREG SEIBERT
2ND BY:	ROBERT DAVIS

MEMBER	IN FAVOR OF MOTION	OPPOSED TO MOTION
Steven Pumphrey	-	-
Daniel Nance	A	A
Brandon Bias		X
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	X	
Michael Mullek		X
Greg Seibert	X	
Bill Booher	X	
Jamie Strategier	X	
Mike McKenzie	X	
Rebecca Teel	X	
VOTE TOTAL	8	8

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 8-2

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 9/13/2022

Re: Z22-15, God is Bidden Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 9/20/2022

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z22-15, God is Bidden Property

The Planning and Zoning Commission meeting was held **Thursday, August 4, 2022.**

The County Commission public hearing is scheduled for **Tuesday September 20, 2022.**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150
GulfCoastMedia.com

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

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

08/24/2022, 08/31/2022, 09/07/2022

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

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

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

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 11, 2026

STATE OF ALABAMA NOTARY PUBLIC
AMBER KIMBLER
My Commission Expires
April 11, 2026

Sworn and subscribed to on 09/07/2022.

BC PLANNING & ZONING- LEGAL
Acct#: 983695
Ad#: 338868
God is Bidden Property
Amount of Ad: $359.24
Legal File# Case #: Z22-15

BALDWIN COUNTY PLANNING & ZONING COMMISSION PLANNING AND ZONING DEPARTMENT

Main Office-251.580.1655
22251 Palmer St.,
Robertsdale, AL 36567

Foley Office - 251.972.8523
201 East Section Ave.,
Foley, AL 36535

NOTICE OF PUBLIC HEARING
Case #: Z22-15
God is Bidden Property
Planning District: 30

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Stuart Povall on behalf of property owner, God is Bidden Properties LLC. The applicant is requesting approval to rezone 4.6 acres+/- from RA- Rural Agriculture District to HDR-High Density Residential. The Parcel Identification Number 05-61-06-23-0-000-019.000.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday September 20, 2022, beginning at 8:30 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL. 36532.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code- 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at 251-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County
Planning & Zoning
22251 Palmer Street
Robertsdale, AL 36567

You may email your comments to: Planning@baldwincountyal.gov. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disability Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

August 24-31; September 7, 2022

RECEIVED
DG Hart
9/13/22

GULF COAST MEDIA

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

August 31, 2022

Account # 183775 PO # _____

Cost $ 378.00 Ad # 2816810

222-15

Bethany Summerlin

Bethany Summerlin
Sales Representative

Bill To:

BC Comm

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 31st day of August, 2022

Amber Kimbler

Amber Kimbler
Notary Public for Alabama
My commission expires on April 11, 2026

NOTARY PUBLIC ALABAMA
AMBER KIMBLER
My Commission Expires
April 11, 2026

RECEIVED
DgHart
9/8/2022

Baldwin Living

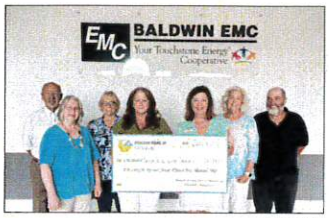


PHOTO PROVIDED

ORU Foundation members (l-r) Collins Wynne, Bonnie Schell, Cindy Haber, Debbie Kline and David Combs make a grant presentation to Baldwin County Education Coalition Vice Chairman Gail Quezada (fourth from left, holding check) and Executive Director Terry Burkle (third from right, holding check).

Operation Round Up presents grants

STAFF REPORT

SUMMERDALE – The Baldwin County Electric Membership Charitable Foundation presented grants to three local agencies in July.

These grants were made possible through Baldwin EMC's Operation Round Up program, which collects money for charitable causes by rounding up participating members' electric bills to the next highest dollar amount, with the extra change used to fund grants. Grants must meet one of six qualifying categories: food, clothing, shelter, health, environment and education.

Grants were presented to the following organizations:

· Baldwin County Education Coalition, which mobilizes resources (financial, volunteer and in-kind services) to meet the needs of public schools.

· Ecumenical Ministries, a non-denominational, comprehensive social service agency providing aid to low-income families and individuals in Baldwin County.

· The Shoulder, a Christian-based treatment center for individuals affected by alcohol/drug abuse and their families.

Baldwin EMC is a member-owned electric cooperative serving more than 84,000 accounts in Baldwin and Monroe Counties in southwest Alabama, including Alabama's Gulf Coast. This institution is an equal opportunity provider and employer.

Langford turns 100

STAFF REPORT



PHOTO PROVIDED

Ruth Mons Langford, of Fairhope, celebrated her 100th birthday on Sunday, Aug. 28 at her home on Langford Road in Fairhope.

Mrs. Langford has lived within a two-mile radius of her birthplace her entire life.

Langford was the youngest of six children born to Robert Mons, Sr. and Ragna Hanson Mons of Fairhope. The family lived on a farm on what is now Highway 33 east of Fairhope where they raised cattle and vegetables. The children attended a one-room schoolhouse down the road that also served as a church.

She married Jesse Leo Langford in 1949 after he returned from serving in Africa during World War II. The pair farmed 60-acres and raised pecans, cows, hay and goats. The couple had two sons, Albert Leo Langford and George Arthur Langford.

The Langford family donated the land for a church on Highway 48 and were also some of the founding members of South River Park Church of God on Hwy 32 in Fairhope, where Ruth and son Leo continue to be members.

"I've seen a lot of things over all these years," Ruth said. "It's good I have all those memories to look back on."



PHOTO PROVIDED

BME recognizes Lighthouse Team

STAFF REPORT

Bay Minette Elementary recently recognized andcelebrated the BMES Lighthouse team members for the 2022-2023 school year.

This group of students show leadership skills daily. Their purpose will be to represent the student body and serve in several capacities within the school and community.

Get your local news in print and online at gulfcoastmedia.com
GULF COAST MEDIA

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Submit a report to the Alabama Department of Human Resources Adult Protective Services Division
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aps@dhr.alabama.gov
HUMAN RESOURCES



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Furniture*Home Decor*Antiques
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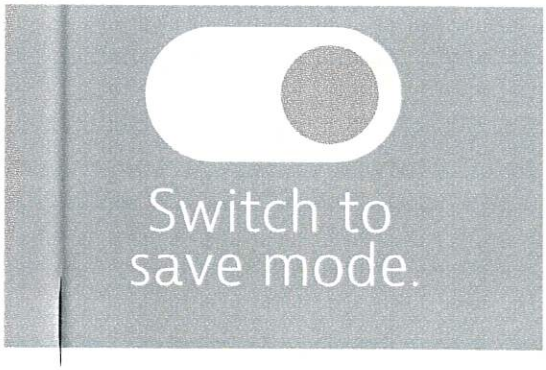
Mon-Sat 10am-6pm Sun 1pm-5pm
251 Greeno Rd S, Fairhope, AL
251-517-7047
BEST OF BALDWIN 2022





Little things can add up to real savings. Here are a few simple things you can do around the house to reduce your energy usage:

Show your AC some love with a new air filter. Regular replacement saves money – cheaper filters are a great match.

Grill outside and stay chill inside. When you're grilling, you're not cooking in. And that makes for a cooler home.

Load up on the savings. When using the dishwasher or washing machine, don't press start until you have a full load.

Learn more at *AlabamaPower.com/Summerize*.

Alabama Power

© 2022 Alabama Power Company

NOTICE OF PUBLIC HEARING
Case #: Z22-15
God is Bidden Property
Planning District: 30

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Baldwin County Commission

Agenda Action Form

File #: 22-1530, **Version:** 1 **Item #:** FA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director/Interim County Administrator
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Purchase of Real Property Adjacent to Baldwin County Revenue Commission Building in Bay Minette, Alabama

STAFF RECOMMENDATION
Take the following actions:

1) Adopt Resolution #2022-173 which authorizes the Baldwin County Commission to purchase real property located adjacent to the Baldwin County owned Revenue Commission Building in Bay Minette, Alabama, specifically identified as Parcel No. 05-23-05-21-4-000-003.001, PPIN 39814; and

2) Approve the Unimproved Lots/Land Purchase Agreement between the Baldwin County Commission and Dorothy Gayle McMillan, Trustee for Stephen and Gayle McMillan Revocable Trust, for the County to purchase the property in the amount of $100,000; and

3) Authorize the Chairman to execute the Purchase Agreement on behalf of the County and to take such other actions on behalf of the County in connection with the property, including, but not limited to, the execution of additional documents to purchase the property, and to do all things necessary and required by the Purchase Agreement; and

4) Make the Disclosure of Information on Purchase of Real Property pursuant to Alabama Act #2014-133 part of the record for the September 20, 2022, Baldwin County Commission regular meeting.

BACKGROUND INFORMATION

Background: N/A

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $100,000 plus any closing costs

Budget line item(s) to be used: General Fund, Fund Balance Reserved

If this is not a budgeted expenditure, does the recommendation create a need for funding?
Yes, budget amendment is necessary to cover the cost of the purchase, will be brought to Commission approval at a later meeting once closing date is set.

LEGAL IMPACT

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

Reviewed/approved by: Reviewed by Patrick Dungan, Adams & Reese 09/12/2022 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 and Finance Departments

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Finance - Issue a check for property purchase and any necessary closing costs.

Administration - have documents signed, coordinate for closing if necessary:

-Resolution authorizing execution of Purchase Agreement
-Purchase Agreement for real property (will be Exhibit A to the Resolution)
-Disclosure Form to be included in the minutes of the meeting (will also need to have the Purchase Agreement attached to it as Exhibit 1)

After closing, add documents to Deed Book files and upload to BCAP

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION #2022-173
BALDWIN COUNTY COMMISSION

RESOLUTION OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA APPROVING PURCHASE OF REAL PROPERTY

WHEREAS, it is in the best interest of Baldwin County, Alabama (the "County") to purchase certain real property located on Section 21, Township 2 South, Range 3 East, Baldwin County, Alabama and more specifically identified as Parcel No. 05-23-05-21-4-000-003.001, PPIN 39814 (the "Property"); and

WHEREAS, the Baldwin County Commission desires to approve a Purchase Agreement for the Property (the "Purchase Agreement") attached hereto as **Exhibit A**; and

WHEREAS, the Baldwin County Commission desires to authorize the Chairman to take whatever actions are necessary to effectuate the purchase of the Property by the County.

NOW, THEREFORE, BE IT RESOLVED that the Baldwin County Commission hereby:

1. Approves the attached Purchase Agreement; and

2. Authorizes the Chairman to execute the Purchase Agreement on behalf of the County and to take such other actions on behalf of the County in connection with the Property, including, but not limited to, the execution of additional documents to purchase the Property, and to do all things necessary and required by the Purchase Agreement.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 20th day of September, 2022.

[SEAL]

JAMES E. BALL, Chairman
Baldwin County Commission

I, Ronald J. Cink, Interim County Administrator, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Baldwin County Commission meeting convened the 20th day of September, 2022.

ATTEST:

RONALD J. CINK
Budget Director/Interim County Administrator

EXHIBIT A

Purchase Agreement

(attached)

BALDWIN REALTORS

Unimproved Lots/Land Purchase Agreement

PROPERTY ADDRESS: 000 U.S. Hwy 31 S.

DATE OF OFFER: 08/18/2022

Buyer (Print or type): Baldwin County Alabama

Seller (Print or type): Dorothy Gayle McMillan,Trustee,Stephen and Gayle McMillanRevocable Trust

ACCEPTANCE DATE: _____ **INITIALS:** _____ _____

(to be completed by the final party to sign acceptance of the final offer)

PLEASE READ CAREFULLY - Alabama is a "Caveat Emptor" ("Buyer Beware") State. If you have any questions, please seek advice of legal counsel. This is a legally binding preprinted Purchase Agreement and is subject to negotiation between the parties to the Agreement. Prior to its signing by all parties, you may retain legal counsel to review and/or prepare this Purchase Agreement for you. Wherever Buyer or Seller is mentioned below, if there is more than one Buyer or more than one Seller party to this Agreement, it is understood that the words Buyer or Seller shall represent all Buyers or all Sellers. **A Business Day is defined as Monday through Friday, BEGINNING AT 12:00 a.m. and ending at 11:59 p.m. (inclusive) excluding any federally recognized holidays and Central Time (CT) shall apply. For the purpose of counting Business Days, the first day shall mean the day following the Acceptance Date, notwithstanding the provisions of paragraph 25 herein, "Broker," "REALTOR ®," "Agent" and "Salesperson" shall be hereinafter collectively referred to as "Agent." "Delivery" and "Notification" (as said term is used in this Purchase Agreement) to the Agent of a party hereto shall constitute delivery to the party. The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement.**

REAL ESTATE CONSUMER'S AGENCY DISCLOSURE (RECAD):

The Listing Company is: McMillan & Assoc
(Two blocks may be checked)

- [x] An agent of the Seller
- [ ] An agent of the Buyer
- [ ] An agent of both the Seller and Buyer, and is acting as a limited consensual dual agent
- [ ] Assisting the [ ] Buyer [ ] Seller as a Transaction Broker

Seller(s) Initials_____

The Selling Company is: McMillan & Assoc
(Two blocks may be checked)

- [ ] An agent of the Seller
- [ ] An agent of the Buyer
- [ ] An agent of both the Seller and Buyer, and is acting as a limited consensual dual agent
- [x] Assisting the [x] Buyer [ ] Seller as a Transaction Broker

Buyer(s) Initials _____

Subject to the terms, conditions, addenda, and disclosures contained or referenced herein, the undersigned execute this Purchase Agreement ("Agreement") as follows:

1. **PROPERTY AND PURCHASE PRICE:** Buyer hereby offers to buy and Seller hereby agrees to sell the Property located at:

Address: 00 U.S. Hwy. 31 South

City: Bay Minette **, Alabama** **Zip:** 36507

Legal Description: Attached Sched.C

If Metes and Bounds legal description, see attached Exhibit Sch C **PPIN** 39814

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PROPERTY ADDRESS 000 U.S. Hwy. 31 S.

Purchase Price: One Hundred Thousand ($100,000)

This Property is being purchased with all improvements; fixtures, appurtenances and subject to any existing building and use restrictions, recorded covenants, deed restrictions, previous mineral exclusions, zoning ordinances, zoning restrictions, zoning designations, the current flood plain, and governmental or subdivision regulations and easements, of record if any.

2. **THE TERMS OF THE PURCHASE SHALL BE AS MARKED BELOW**:

A. ☑ **CASH**. The full Purchase Price shall be tendered upon execution and delivery of Warranty Deed/Warranty Bill of Sale and Lease (if Fairhope Single Tax Corporation Property). No loan is needed to purchase the Property. Written verification of sufficient funds to close this transaction is attached to this offer, or Buyer shall, within____**Business days (5 Business days if left blank)** following Acceptance Date of this Agreement, deliver such verification to Seller.

This offer ☑ is ☐ is not **(is not if left blank)** subject to Property appraising for at least the Purchase Price.

B. ☐ **NEW MORTGAGE**. The full Purchase Price to be tendered upon execution and delivery of Warranty Deed/Warranty Bill of Sale and Lease (if Fairhope Single Tax Corporation Property). Sale is contingent upon Buyer's ability to obtain a _____ year mortgage ☐ Conventional ☐ Bank Loan ☐ Other __ _____in the approximate amount of $_____, or in the amount equal to _____% of the Purchase Price, at an INTEREST RATE NOT TO EXCEED _____%, which Buyer agrees to apply for immediately, use best efforts to obtain, and accept promptly if tendered. Buyer to provide written loan pre-qualification letter from Lender of Buyer's ability to obtain financing under the terms of this Agreement within _____ **Business days (5 Business days if left blank)** following Acceptance Date of this Agreement. **Loan pre-qualification is not a guarantee of final loan approval. This offer is subject to property appraising for at least the Purchase Price.**

C. ☐ **SELLER FINANCING** (see attached Vendor's Lien addendum.

3. **APPRAISAL:** If the offer is subject to said Property appraising for at least the purchase price and the Property does not appraise for at least the purchase price, **Seller is to be notified in writing** including a copy of the appraisal within __ **Business days (20 Business days if left blank)** following Acceptance Date of this Agreement, or this contingency shall be deemed removed. Buyer shall have the option to waive this contingency and proceed with the consummation of this Agreement without regard to the amount of the appraised valuation. (If Fairhope Single Tax Corporation Property, an appraisal is required at the expense of Buyer).

4. **BUYER/ SELLER COSTS:**

Buyer Costs: BUYER to pay for Closing Agent settlement fee, recording fees, any Mortgagee's Title Insurance premiums required by Lender, any Lender required or related fees and credit report fees, any loan closing costs, including prepaid items, and any fees required for the transfer of Property pursuant to Fairhope Single Tax Corporation requirements, unless otherwise agreed upon in writing by all parties.

Seller Costs: SELLER to pay for preparation of Warranty Deed or Warranty Bill of Sale and Owner's Title Insurance Policy in the amount of the Purchase Price. All other costs shall be borne as indicated herein, unless otherwise agreed upon in writing by all parties.

5. **PERSONAL PROPERTY:** No items of personal property shall be transferred to Buyer unless specifically itemized herein: All items of personal property listed herein or otherwise attached hereto shall be conveyed at no value for appraisal purposes. Fixtures and improvements located on Fairhope Single Tax Corporation property shall be part of the Property and not considered personal.

6. **SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE:** Neither this contract nor the granting of Buyer's loan referred to herein is to be contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained herein.

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7. **INSPECTIONS AND DUE DILIGENCE**: This offer ☑ is ☐ is not (is if left blank) contingent on inspection (s) and any other due diligence satisfactory to Buyer. If any inspections or any other due diligence satisfactory to Buyer. If any inspections or any other due diligence are not satisfactory, Seller shall be notified in writing within 10 Business days (**10 Business days if left blank**) following Acceptance Date of this Agreement or this contingency shall be deemed removed. Any inspections and reports, if ordered by Buyer, shall be at Buyer's expense. If requested, Buyer shall furnish Seller, at no cost, a copy of any reports. Any connection fees required for inspections shall be paid by ☐ Seller ☐ Buyer (**Seller if left blank**). Seller is not obligated to pay for improvements or repairs recommended by inspection or due diligence other than those stated in paragraph 11 below. Buyer has the obligation to determine any and all conditions of the Property material to Buyer's decision to buy the Property, including but not limited to, the size and area of the Property, the proper construction of this site by the builder or the developer, site conditions; utility and sewer or septic system availability, condition and location; subsurface and subsoil conditions, sinkholes and mining or other soil conditions including radon or other potentially hazardous gases or toxic materials; presence of, or damage from, wood destroying insects and/or fungus; Property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the Property.
Seller's property disclosure. IF ANY ☐ is ☑ is not (is not if left blank) to be provided to Buyer within 7 Business Days following Acceptance Date of the Agreement.

8. **TITLE INSURANCE/CONVEYANCE:** The Seller shall cause an ALTA Commitment for Title Insurance in the amount of the purchase price to be provided at Closing at Seller's Expense. Closing shall be at a location of **Seller's election** unless otherwise noted here:
Alabama Land Title, Bay Minette Office

Title is to be taken in the name(s) of Baldwin County Alabama

☐ with ☐ without right of survivorship

Subject to the provisions herein, Seller-owned mineral rights, if any ☑ do ☐ do not convey (do convey if left blank)

9. **INTERNET:** This offer ☐ is ☑ is not (**is not if left blank**) subject to Buyer's ability to obtain internet service satisfactory to Buyer. If satisfactory internet service cannot be obtained, Seller is to be notified on writing within ____ Business days **(5 Business Days if left blank)** following Acceptance Date of this Agreement or this contingency shall be deemed removed.

10. **PROPERTY TAXES/PUBLIC IMPROVEMENTS:** Property taxes or Fairhope Single Tax Corporation rents shall be prorated through the date of Closing. Liens for public improvements shall be paid by Seller, without proration. Assessments for public improvements that are not yet a lien but become due after closing, shall be assumed by Buyer. NOTE: Taxes are prorated based upon current information furnished by the Revenue Commissioner's Office. Agents, title companies and/or closing attorneys cannot and do not assume any responsibility for any change, modification or adjustment to the current tax assessment by the Revenue Commissioner's Office. Any additional information regarding tax proration or Current Use Classification should be obtained directly from the Revenue Commission Office by Buyer. If any portion of property is assessed under CURRENT USE CLASSIFICATION, any roll back or other additional assessment levied against property as a result of this sale shall be paid by ☑ Buyer ☐ Seller **(Buyer if left blank).**

11. **LEASE AGREEMENTS/RENTAL MANAGEMENT AGREEMENTS/LICENSE AGREEMENTS:** If this property is subject to any Lease, Management Agreements or License Agreements this offer will be contingent on Buyer's acceptance thereof. Seller has Business Days **(5 Business days if left blank)** following Acceptance Date of this Agreement to provide all copies to Buyer. Buyer to have **5 Business days** from receipt of documents to notify Seller in writing if not acceptable or this contingency shall be deemed removed.
All security deposits, Lease Agreements, Rental Management Agreements, or License Agreements to be transferred to Buyer at Closing. Lease or rental payments, if any, are to be prorated through the date of closing.

12. **OWNER'S ASSOCIATION ASSESSMENTS:**
☑ This property is not subject to any property owner's association.
If this Property is subject to property owner's association:
   a. **Owners assessments** which become a lien attached to the Property **prior to Closing** shall be paid by **Seller** at Closing, without prorations.
   b. **Owners' Association assessments** that are due and payable **prior to Acceptance Date** of this Agreement shall be paid by **Seller** at closing.

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Seller's initials: _____ _____
Buyer's initials: _____ _____

c. **Owners' Association assessments** that become due **prior to Closing** but **after Acceptance Date** of this agreement shall be paid by ☐ Buyer ☐ Seller (Seller if left blank) at closing.
d. **Owners' Association assessments** that are approved by the Association **prior to Closing but do not become due and payable until after the Closing** shall be paid by ☐ Buyer ☐ Seller (**Buyer if left blank**) at closing.
e. **Owners' Association fees (monthly, quarterly, semi-annual or annual dues)** will be prorated between Buyer and Seller at the time of closing.
f. **Owners' Association transfer fees** are to be paid by Buyer.
g. **Fees charged for verification of dues and assessments** required for closing are to be paid by Seller.

13. **SURVEY/ELEVATION CERTIFICATE:** Select one of the following:

DISCLOSURE: Buyer understands that any EXISTING Survey OR existing Elevation Certificate provided to Buyer may not be accurate due to changes in conditions, improvements, structures, fences, encroachments or otherwise, subsequent to the time of the creation of the existing survey. If a dispute arises concerning any EXISTING Survey/Elevation Certificate related to such changes, Buyer has no recourse from surveyor, Seller, title companies, closing attorneys or Agents. Buyer is advised to obtain a NEW survey that shows current improvements. Costs of a NEW survey or NEW elevation certificate may vary depending on size, type and condition of property.

This offer ☐ is ☑ is not (**is not if left blank**) contingent on Survey/Elevation certificate being satisfactory to Buyer. If contingent, Survey/Elevation certificate shall be provided to Buyer within ——Days (**15 Business days if left blank**) following Acceptance Date of this Agreement. Purchaser shall have ____ **Business days (3 Business days if left blank)**, from receipt of Survey/Elevation certificate to review and approve, or notify Seller in writing if not satisfactory, otherwise this contingency shall be deemed removed.

a. ☐ Seller will provide and Buyer will accept an EXISTING Survey.

b. ☐ Seller will provide an EXISTING Elevation Certificate.

c. ☐ A NEW survey showing all improvements shall be provided to Buyer at:

☐ Buyer expense ☐ Seller expense (**Buyer if left blank**) and ordered by

☐ Selling Co. ☐ Listing Co. (**Selling Co. if left blank**).

d. ☐ A NEW elevation certificate shall be provided to Buyer at:

☐ Buyer expense ☐ Seller expense (**Buyer if left blank**) and ordered by

☐ Selling Co. ☐ Listing Co. (**Selling Co. if left blank**).

e. ☐ No survey to be provided ☐ No elevation certificate to be provided

f. ☐ Additional survey requirements: _____

_____

14. **FINAL WALK-THROUGH & VERIFICATION OF CONDITION:** Buyers shall have the right to make a final verification (Walk-through) of the Property prior to closing, not as a contingency of sale, but solely to confirm Property is maintained in same condition as Acceptance Date, that repairs have been completed as agreed and Seller has complied with Seller's other obligations under this Agreement. **The following utilities, if the Property is serviced by such utilities as of the date of this Agreement, are to be provided by Seller through the date of closing: Electric, water, sewer and gas, if applicable**.

15. **CLOSING AND POSSESSION DATES:** The sale shall be Closed and the Warranty Deed/Warranty Bill of Sale and Lease (if Fairhope Single Tax Corporation Property) delivered on October 12, 2022, or sooner if mutually agreed upon in writing by Buyer and

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Seller's initials: _____ _____
Buyer's initials: _____ _____

Seller. **Time is of the essence with respect to all terms, conditions, obligations, and particulars of this Agreement**. Buyer acknowledges and agrees that any terms and conditions imposed by Buyer's Lender(s) or by the CONSUMER FINANCIAL PROTECTION BUREAU requirements shall not relieve Buyer of the obligation to close. All parties agree and understand that disbursements shall be made at closing or no later than **two (2) Business days** after closing if loan documents are delayed. Possession is to be given to Buyer ☑ at Closing, or _____ days after Closing (**zero (0) days if left blank**), at _____ ☐ AM ☐ PM (**5:00 PM if left blank**).

Seller does hereby warrant that at the date of surrender of occupancy by Seller, the Property shall be in the same condition as of the Acceptance. NOTE: If Buyer is to be given possession prior to Closing, or if Seller is to remain in possession after Closing, it is recommended that the parties enter into a written occupancy agreement. Seller shall provide Buyer: keys, means to operate all Property locks, including mailboxes, and means of access to all Property amenities at date of possession. Upon giving possession to Buyer, Seller shall deliver the Property vacant, and clear of trash and debris. Grounds to be maintained and free of debris until the date of possession.

16. **EXTENSION OF CLOSING DATE:** A period of (5) Business days from the Closing Date in Paragraph 13 herein shall be allowed if such time is needed to comply with the CONSUMER FINANCIAL PROTECTION BUREAU requirements, including without limitation revisions to the Closing Disclosure. A period of (5) Business days from Closing Date shall be allowed if the Closing is delayed by reason of title defects that can be readily corrected. A period of (5) Business from the Closing Date shall be allowed for Closing if the terms of purchase require a new mortgage and the Lender has issued a written unconditional commitment letter no later than the date of Closing named above, but is otherwise reasonably delayed in consummating the mortgage, as set forth herein.

17. **RISK OF LOSS:** If the Property is destroyed or materially damaged by reason of fire, flood, hurricane, named tropical storm, tornado, or other acts of God between Acceptance Date of this Agreement and the Closing Date, and Seller is unable to restore it to its previous condition prior to said Closing Date, Buyer shall have the option of canceling this Agreement and recovering the Earnest Money pursuant to Paragraph 25 herein, provided that notice of cancellation is received prior to Closing Date or Buyer may otherwise accept the Property in its damaged condition. Risk of loss, as set forth above or be condemnations, shall be on Seller until title is conveyed.

18. **TIME TO RESPOND**: Buyer gives the Listing Agent above named until (Date):_____20_____, (Time)_____AM_____PM Central Standard Time, to obtain written acceptance of this offer and agrees that this offer, when signed by all parties and written notification has been delivered to the party, will constitute a binding Agreement between Buyer and Seller.

19. **WITHDRAWAL OF OFFER BY BUYER OR SELLER: ALL OFFERS AND ANY COUNTEROFFERS MAY BE WITHDRAWN AT ANY TIME, BY BUYER OR SELLER, PRIOR TO DELIVERY OF ACCEPTANCE AND WRITTEN NOTIFICATION THEREOF.** Buyer understands that offers, other than Buyer's offer, may have been made or may be made to Seller before Seller acts on or while Seller is considering Buyer's offer or counteroffer. While Buyer's offer or counteroffer is pending, and before the offer or counteroffer becomes executed/accepted (signed by both Buyer and Seller), Seller has the right to reject Buyer's offer or counteroffer or to withdraw any offer or counteroffer or to withdraw any offer previously made by Seller to Buyer, and may accept any other offer or counteroffer by another party.

20. **EARNEST MONEY DEPOSIT:** Buyer agrees to provide Selling Broker $ 0 as Earnest Money evidencing Buyer's good faith at time of offer, or within _____ **Business Days (3 Business Days if left blank)** following Acceptance Date. Earnest Money to be deposited in escrow by **Selling Broker (herein referred to as Holder)**, within _____ **Business Days (5 Business Days if left blank)** following the Acceptance unless otherwise noted herein below. Earnest Money to be applied as a Buyer Credit at time of Closing.

If this offer is not accepted, Earnest Money is to be returned to Buyer.

Note: Alabama Law Rules and Regulations require Brokers to obtain a mutual Release Agreement signed by all parties to this Agreement before Holder of Earnest Money can distribute to either party.

If this offer is accepted and the Title is not marketable, or if the terms of the Agreement are contingent upon ability to obtain a New Mortgage or Seller Financing or other contingencies as specified which cannot be met, and which are not otherwise satisfied or removed, this deposit

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Seller's initials: _____ _____
Buyer's initials: _____ _____

is to be refunded upon written instructions signed by Buyer and Seller, thereby causing a mutual release and automatic termination of this Agreement.

The parties to this Agreement understand and acknowledge that disbursement of Earnest Money held by Holder can occur only as follows: (A) at Closing; (B) upon written agreement signed by Buyer and Seller; (C) upon court order.

In the event a dispute arises between Buyer and Seller as to the final disposition of the Earnest Money, Holder shall be authorized to Interplead the Earnest Money into a Court of competent jurisdiction pending a decision by said court. Holder shall be entitled to be compensated by the party who does not prevail, or otherwise out of said interplead funds at the discretion of the Court, in the Interpleader action for its costs and expenses, including reasonable attorney's fees incurred in filing said Interpleader.

All parties to this Agreement agree that Holder may (but is not required to) deposit the Earnest Money in an interest-bearing escrow/trust account and that Holder will retain the interest earned on said deposit. In the event Earnest Money check is not received, returned for insufficient funds or otherwise not honored by the bank drawn upon, Seller, at their sole discretion, shall have the right to terminate this Agreement by giving written notice to Buyer.

21. **DEFAULT/LEGAL REMEDIES:**

a. Default by **BUYER:** In the event Buyer fails to consummate this executed/accepted Agreement, Seller shall have the right to elect one of the following remedies: (1) to obtain the Earnest Money as liquidated damages, (2) to seek to enforce specific performance of this Agreement, (3) to terminate this Agreement, and thereafter seek to recover damages against Buyer for breach of contract or other remedies available at law or equity.

b. Default by **SELLER:** In the event Seller fails to consummate this executed/accepted Agreement, Buyer shall have the right to elect one of the following remedies: (1) to obtain the Earnest Money as liquidated damages, (2) to seek to enforce specific performance of this Agreement, (3) to terminate this Agreement, and thereafter seek to recover damages against Seller for breach of contract or other remedies available at law or equity.

22. **OBLIGATION FOR FEES AND EXPENSES:** Buyer and Seller acknowledge that in the event this Agreement is cancelled or said transaction does not close for any reason, fees or costs paid in advance may be non-refundable. Agents are not to be held liable for any conditions or non-performance of this Agreement and have not given any legal or tax advice.

23. **ELECTRONIC SIGNATURES:** Electronic signatures or facsimiles of signatures on documents shall be deemed valid and shall have the same effect as an original signature.

24. **DISCLOSURE:** The Purchase Price and the terms of this sale may be disclosed, after Closing, to any applicable MLS system as well as appraisers, Agents, Buyers, Sellers and others, by the real estate companies for use in the ordinary conduct of their business. All parties to this Agreement are advised to also seek other services or compare cost of services in these related fields and do business with whomever or wherever is most desirable to them.

25. **OTHER AGREEMENTS/DISCLAIMER:** It is agreed by the parties that Buyer in making this offer and entering into this Agreement has not relied upon any statement, representation, promise, understanding or agreement whatsoever, whether expressed or implied, by the Seller, or any Agent outside the written parameters of this Agreement. **No modification of this Agreement shall be binding unless attached hereto and signed by both Buyer and Seller. All parties to this Agreement understand and acknowledge that Agents are not parties to this Agreement, and as such, do not assume any liability for performance or nonperformance of any parties to this Agreement.** Further, Seller and Buyer agree to discharge and release Agents from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Agreement related to the Property, and shall include but not be limited to the size and area of the Property; the condition, availability or location of utilities, sewer or septic system; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; the existence of,

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Seller's initials: _____ _____
Buyer's initials: _____ _____

or damage from, wood destroying insects and/or fungus, or vermin/pest infestation; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, and any matters affecting the character of the neighborhood; the past, present or future financial stability of the builder or developer.

Seller and Buyer acknowledge and agree that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

26. **TAX CORPORATION PROPERTY (FSTC):** This Property ☐ is ☑ is not a FSTC Property. IF FSTC Property is being conveyed it will be subject to a 99-year lease. Seller or Seller's Agent to provide the FSTC with a dated letter requesting the lease transfer. Seller must sign an endorsement to cancel their lease so a new lease can be issued for closing. Buyer must review a leas orientation packet, attend an orientation, and pay a lease application fee prior to a lease being issued for closing. NO electronic signatures are accepted by FSTC. A current appraisal, at Buyer's expense, must be provided to FSTC for all sales, including cash sales. Go to www.FairhopeSingleTax.com for more information.

27. **CONDONINIUM DISCLOSURES:**

☑ This Property is not a condominium.

If the Property is a CONDOMINIUM, Seller shall obtain from the Condominium Owner's Association (as applicable) and deliver to the Buyer within ____ Business Days **(5 Business Days if left blank)** following Acceptance Date of this Agreement to submit to Buyer the following information, including information available under Section 35-8A-409(a) of the Alabama Uniform Condominium Act:

a. Recorded Declaration of Condominium and any amendments thereto, Bylaws, Covenants/Restrictions, Rules/Regulations.
b. Minutes from last 2 Annual Owners Meetings and last 2 Board of Director's Meetings.
c. A statement setting for the amount of the monthly common expense assessment and any unpaid common expenses or special assessment currently due and payable form the selling unit owner.
d. A statement of any other fees payable by unit owners.
e. The most recent regularly prepared balance sheet and income and expense statement, if any, of the association.
f. The current operating budget of the association.
g. A statement of any unsatisfied judgments against the association and any pending suit in which the association is a party.
h. A statement describing any insurance coverage provided for the benefit of unit owners.
i. A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof.
j. A statement of any restrictions in the declaration affecting the amount that may be received by a unit owner upon sale, condemnation, casualty loss to the unit or condominium of on termination of the condominium.
k. Contact information for the association.

Buyer shall have 5 Business days, from receipt of disclosures to review and approve, or notify Seller in writing if not satisfactory, otherwise this contingency shall be deemed removed.

28. **AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES:** Buyer and Seller hereby authorize Lender, Title Company and/or their representatives to disclose and provide copies of the Closing Disclosures and/or other settlement statement to the Agents involved in the transaction at the time these documents are provide to Buyer and Seller.

29. **ADDITIONAL PROVISIONS:** Additional provisions to this Agreement are set forth herein or on the attached Addenda which shall be signed by all parties and shall be part of this Agreement.

Seller will give notice to all tenants to be out prior to closing but will not be responsible for removing items left or debris.

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Seller's initials: _____ _____
Buyer's initials: _____ _____

PROPERTY ADDRESS 000 Hwy. 31 S.

LISTING BROKERAGE: COMPANY NAME: McMillan & Associates

OFFICE ADDRESS: _____ LICENSE # _____

SALES ASSOCIATE NAME: Kathy L. Bryars LICENSE # 14087

SALES ASSOCIATE PHONE: 251-423-1416 EMAIL: kathybryars@gmail.com

SELLING BROKERAGE: COMPANY NAME: same

OFFICE ADDRESS: _____ LICENSE # _____

SALES ASSOCIATE NAME: _____ LICENSE # _____

SALES ASSOCIATE PHONE: _____ EMAIL: _____

BUYER_____ DATE:_____ TIME:_____ AM PM

Print Name: for Baldwin County Alabama

BUYER_____ DATE:_____ TIME:_____ AM PM

Print Name: _____

BUYER_____ DATE:_____ TIME:_____ AM PM

Print Name: _____

BUYER_____ DATE:_____ TIME:_____ AM PM

Print Name: _____

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Seller's initials: _____ _____
Buyer's initials: _____ _____

PROPERTY ADDRESS 000 Hwy. 31 S.

SELLER'S ACCEPTANCE OF OFFER: ACCEPTED COUNTERED AS FOLLOWS:

Provisions of the original offer not changed by a Counteroffer remain in effect.

In the event of a counter offer is made, it shall expire on: DATE:_____TIME:_____ AM PM

SELLER_____DATE:_____TIME:_____ AM PM

Print Name: Dorothy Gayle McMillan,Trustee for Stephen and Gayle McMillan Revocable Trust

SELLER_____DATE:_____TIME:_____ AM PM

Print Name: _____

SELLER_____DATE:_____TIME:_____ AM PM

Print Name: _____

SELLER_____DATE:_____TIME:_____ AM PM

Print Name: _____

BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER: ☐ ACCEPTED ☐ COUNTERED AS FOLLOWS:

Provisions of the original offer not changed by a Counteroffer remain in effect.

In the event a counter offer is made, it shall expire on: DATE:_____TIME:_____ AM PM

BUYER_____DATE:_____TIME:_____ AM PM

Print Name: _____

BUYER_____DATE:_____TIME:_____ AM PM

Print Name: _____

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Seller's initials: _____ _____
Buyer's initials: _____ _____

PROPERTY ADDRESS 000 Hwy. 31 S.

BUYER_____ DATE:_____ TIME:_____ AM PM

Print Name: _____

BUYER_____ DATE:_____ TIME:_____ AM PM

Print Name: _____

SELLER'S ACCEPTANCE OF BUYER'S COUNTEROFFER: ☐ ACCEPTED ☐ COUNTERED

See Addendum # _____

Provisions of the original offer not changed by a Counteroffer remain in effect.

In the event a counter offer is made, it shall expire on: DATE:_____ TIME:_____ AM PM

SELLER_____ DATE:_____ TIME:_____ AM PM

Print Name: _____

SELLER_____ DATE:_____ TIME:_____ AM PM

Print Name: _____

SELLER_____ DATE:_____ TIME:_____ AM PM

Print Name: _____

SELLER_____ DATE:_____ TIME:_____ AM PM

Print Name: _____

ACCEPTANCE DATE:_____ **INITIALS**:_____ _____

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Seller's initials: _____ _____
Buyer's initials: _____ _____

Commonwealth
LAND TITLE INSURANCE COMPANY

Issued By
COMMONWEALTH LAND TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

Agent File No.: **22-001127**

SCHEDULE C

TRACT 1:

From an iron pipe Where the East right-of-way of U.S. Highway 31 intersects the North boundary of Green Acres Subdivision, as same is recorded in Map Book 5, page 64 of the Baldwin County, Alabama, Probate Records, run thence North 00° 04' East along said East right-of-way 124.92 feet to a concrete right-of-way monument, thence run South 89° 50' 51" East along said right-of-way 22.06 feet to a concrete right-of-way monument, thence run North 00° 06' 40" East along said East right-of-way 450.12 feet to a concrete right-of-way monument, thence run North 89° 53' 20" West along said right-of-way 13.04 feet to a concrete right-of-way monument, thence run North 00° 06' 40" East along said East right-of-way 5.64 feet to an iron pipe and the POINT OF BEGINNING; thence continue North 00° 06' 40" East along said East right-of-way 50.0 feet to an "X" marked in a concrete ditch; thence run South 89° 32' 53" East along an existing fence 299.66 feet to an iron pipe; thence run North 89° 46' 40" East along an existing fence 435.6 feet to an iron pipe; thence run South 00° 13' 20" East 100.0 feet to an iron pipe: thence run South 89° 46' 40" West 435.6 feet to an iron pipe; thence run North 00° 13' 20" West 50.0 feet to an iron pipe; thence run North 89° 32' 54" West 299.95 feet to the point of beginning, containing 1.34 acres.

LESS AND EXCEPT

From a point where the East right-of-way of U.S. Highway 31 intersects the North boundary of Green Acres Subdivision, as recorded in Map Book 5, page 64, of the Baldwin County, Alabama Probate Records; run thence North 00°04'East, along said East right-of-way 124.92 feet to a point; thence run South 89°50'51" East along said East right-of-way 22.06 feet to a point; thence run North 00°06'40" East along said East right-of-way 248.12 feet to a point; thence run South 83°30'32" East a distance of 532.97 feet to a point; thence run North 00°27'51" West a distance of 217.94 feet to the point of beginning; thence run South 89°39'27" West a distance of 241.18 feet to a point; thence run North 00°04'52" East a distance of 17.50 feet to a point; thence run North 89°39'27" East a distance of 241.01 feet to a point; thence run South 00°27'51" East a distance of 17.50 feet to the point of beginning.

TRACT 2:

An exclusive, private easement, for the purposes of ingress and egress to the real property, more particularly identified as tax parcel number 05-23-05-21-4-000-003.001, with said easement more specifically described as:

A twenty-feet (20') wide access point generally across the Northwest corner of tax parcel number 05-23-05-21-4-000-003.005, which is an excerpt from McCrory/Williams survey # B1200-10011 dated

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AMERICAN LAND TITLE ASSOCIATION

January 8, 2007 and recorded in the Baldwin County Probate Records as Instrument Number 1029716; included herein as if fully set forth.

Twenty Four Month Chain of Title

Mortgage Assumption Deed from Southern Properties, a partnership composed of Carlton G. Niemeyer, Earle Realty, Inc., Stephen A. McMillan and S. Starke Irvine to Stephen A. McMillan dated 05/21/1986 filed for record on 05/09/1986 as Real Property Book 248, Page 1306.

Warranty Deed from Stephen A. McMillan to Baldwin County, Alabama dated 01/31/2007 filed for record on 02/19/2007 as Instrument Number 1032165.

Warranty Deed from The City of Bay Minette Alabama to Baldwin County Alabama dated 01/31/2007 filed for record on 02/19/2007 as Instrument Number 1032166.

Warranty Deed from Stephen A. McMillan to Stephen A. McMillan and Gayle Payne McMillan, as Co-Trustees of the Stephen and Gayle McMillan Revocable Trust dated 03/09/2020 filed for record on 02/11/2022 as Instrument Number 1977685.

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AMERICAN LAND TITLE ASSOCIATION

McMillan & Associates	ESTIMATED CLOSING COSTS		
THIS ESTIMATE IS BASED ON A SALES PRICE OF:	$100,000.00		
LOAN ORIGINATION FEE			
APPRAISAL			
DEED/VENDOR'S LIEN/NOTE PREPARATION			
PRORATION OF AD VALOREM TAXES	$0.00		
OWNERS TITLE INSURANCE			
LENDER TITLE INSURANCE/WIRE/ADMIN			
TERMITE INSPECTION LETTER			
DOCUMENT PREPARATION			
TITLE COMPANY CLOSING FEE	$350.00		
TAX SERVICE FEE			
UNDERWRITING FEE			
EXPRESS MAIL FEES			
FLOOD CERTIFICATION			
SURVEY			
PAYOFF MORTGAGE(S			
RECORDING FEE	$120.00		
COMPLIANCE INSPECTION FEE			
BUYER INCENTIVES credit from seller			
HOMEOWNERS INSURANCE			
ESCROW HO INSURANCE/TAXES			
OTHER			
TOTAL ESTIMATED CLOSING COSTS	$470.00		
I/WE UNDERSTAND THAT THE ABOVE FIGURES ARE STRICTLY ESTIMATED AND THE FINAL FIGURES AT CLOSING COULD VARY. THE FIGURES SHOWN ARE COMPUTED BASED ON A SALES PRICE OF $100000			
_____ _____			
BUYER DATE	BUYER		DATE
_____			
AGENT			

BALDWIN COUNTY, ALABAMA

DISCLOSURE OF INFORMATION ON PURCHASE OF REAL PROPERTY
PURSUANT TO ALABAMA ACT #2014-133

Appraisal Information Done on the Property:

Was formal appraisal obtained? Check one: _____ Yes __x__ No
Property Identification: Parcel No. 23-05-21-4-000-003.001; PIN: 39814
Identification of the appraiser, if any: N/A
Date of the appraisal, if any: N/A
Appraised value of the property: see below
Source of value if no formal appraisal done: Baldwin County Revenue Commissioner - Appraisals
Amount of value if no formal appraisal done: $112,000
Date of valuation if no formal appraisal done: October 1, 2021

Contract on the property: See attached Exhibit 1

Terms of the Purchase: See attached Exhibit 1

Source of Funds for the Purchase: County general fund

Any Other Related Materials: N/A

This report shall be included in the minutes of the open meeting during which the decision to purchase the property was made.

EXHIBIT 1

Purchase Agreement

(attached)

Baldwin County Commission

Agenda Action Form

File #: 22-1486, **Version:** 1 **Item #:** FA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Ronald J. Cink, Budget Director/Interim County Administrator
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Review of Proposed Revisions to Policy #2.9 - Official and Employee County Owned Cars

STAFF RECOMMENDATION
Discussion Item only at this time - Review and discuss proposed additional revisions to Policy 2.9 - Official and Employee County Owned Car policy.

BACKGROUND INFORMATION

Background: During the August 15, 2022, Work Session, Commission and staff discussed Policy 2.9 regarding county owned vehicles driven home by Commissioners and staff. Based on the work session discussion, staff drafted proposed changes to the policy, which were reviewed and discussed during the September 6, 2022, Work Session. At that time, it was determined that further revisions were necessary and Alabama Ethics Commission Opinions regarding the subject matter needed to be further reviewed.

Attached are two Alabama Ethics Commission Opinions, No. 2011-08 (Perry County Commission), and No. 2018-05 (Ashland Water Board) related to personal use of a county vehicle.

At this time, staff is requesting the Commission to review the attached advisory opinions and the additional revisions made based on the September 6th work session discussion.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

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

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION

POLICY #2.9	
Subject	County Owned Vehicles Policy for Elected Officials and Employees
Date Adopted	TBD
Agenda Item	TBD
Obsolete Versions	September 17, 1985 Minutes Book 6, pg. 93 February 19, 2008 Minutes Page 26 March 17, 2009 Minutes Page 11 December 18, 2012 Agenda Item EA4

POLICY STATEMENT

This policy defines the County Vehicle policy for Baldwin County Employees and Elected Officials.

POLICY 2.9(a): County Employees

Policy Section 2.9(a) defines the County Vehicle policy for Baldwin County Employees. Baldwin County owned or leased vehicles and equipment are provided to support the business activities and official purposes of the County and are to be used only by qualified and authorized employees. Use of vehicles is not considered part of an employee's compensation and must not be used as an inducement for employment. Vehicles and equipment are to be operated in strict compliance with motor vehicle laws and within the policies of the County. Failure to comply with or meet and maintain the qualifications and standards of any part of this policy may result in disciplinary action, up to and including termination of employment.

Personnel issued a County vehicle may not choose to use their personal vehicle for County business and request mileage.

The Baldwin County Commission has the authority to assign and designate the use of a County vehicle to an employee for the purpose of conducting official County business. In the interest of economy and efficiency of government, and at the discretion of the Baldwin County

Commission, vehicles may be driven to and from the employee's residence. The following rules and regulations will apply to employees who are allowed to drive assigned vehicles home.

1) The use of any tobacco products or devices (cigarettes, electronic cigarettes (e-cigarettes), vaping devices, cigars, and/or any other smoking product or device) is prohibited in all vehicles.

2) Under no circumstance may an employee type, text, access social media, or view information on a cell phone or another electronic device while operating County vehicles or equipment.

3) County vehicles may be operated only by employees of Baldwin County.

4) Seatbelts must be used in all vehicles so equipped.

5) County vehicles shall not be used by County employees to transport persons other than County employees or elected officials, except in connection with the execution of official duties for the County.

6) County vehicles may be used to transport family members, only when attending official County business.

7) County employees who may be required to perform duties before or after normal working hours may be authorized to drive a vehicle home on those nights when the employee is performing such duties.

8) County vehicles are not to be taken out of the County except on official County business. Employees who live outside the County will not be allowed to drive a vehicle to his or her residence unless authorized in writing by the County Commission.

9) Employees are required to ensure that vehicles and equipment are maintained and serviced at scheduled intervals.

10) Employees must notify their Department Head if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair.

11) County vehicles are to have no decals, bumper stickers, or markings of any kind other than an approved County emblem.

12) Unless otherwise allowed by an employment agreement regulated by commission policy, County vehicles are not to be used for personal use. Employees may stop to purchase meals or other necessities for health, welfare, or sustenance if those stops are along a point-to-point route and are without interference with official business. Employees may not stop to purchase alcoholic beverages or transport alcoholic beverages in a County vehicle.

13) Any accident must be reported immediately to the employee's supervisor, or in the case of a Department Head to the County Administrator.

14) An employee must immediately report for a drug and/or alcohol screening when an accident results in any injury or any damage to any property. An employee may wait to be screened the next business day following accidents that occur after hours that result in property damage only. The employee's direct supervisor themselves bears the burden of ensuring the screening is completed. Failure to complete the drug and/or alcohol screening process will result in disciplinary action, up to and including termination for both the employee and supervisor.

Employees operating a County vehicle or equipment must have a valid driver's license for the class of the vehicle. Obtaining the proper license is a personal expense. An employee will not qualify to operate a County vehicle if during the last three years the employee had any of the following:

1) Conviction of a felony.
2) Conviction of an alcohol or drug related offense while driving.
3) Conviction of reckless driving, leaving the scene of an accident, vehicular homicide, or other similar offenses.
4) Suspension or revocation of driver's license.
5) Three or more moving violations.

The Commission may determine that an employee may not qualify to operate a County vehicle if during the last two years the employee has been the primary contributor to an automobile accident. State Motor Vehicle Records (MVRs) will be used as the source for verifying a driver's history and qualifications for operating County vehicles.

The following personnel can be considered by the County Commission to be authorized to commute to and from work from their home using a county vehicle:

1) Department Directors

2) Supervisory personnel (if requested by their Director)

3) Other staff (if recommended by the County Administrator or a Department Director)

Personnel that are authorized expressly by this policy and need no additional authorization include:

1) Personnel designated as "on call" provided that they drive the vehicle home only on days in which they are "on call."

2) Personnel activated in times of emergency.

3) Personnel that utilize a county vehicle for their job during normal business hours, and their physical location at the conclusion of the business day is closer to their home than their personal vehicle, then in such instances and on an occasional basis only, the employee may drive the County vehicle home with prior approval of their supervisor.

4) Pool cars may be driven home on an occasional basis with approval from the department director. In the case where the County Administrator needs to drive a pool car home, approval shall be provided by the Chairman.

Only personnel that meet the above requirements will be authorized to drive a vehicle home.

The County Commission reserves the right to require a County employee to use a county vehicle, if, in their opinion, the use of the County vehicle would be less expensive for the County than the mileage charges for the employees personal vehicle.

PROCEDURAL REQUIREMENT

To carry out this policy, the following steps must be taken:

1) A request to regularly drive a County vehicle home must be made to the County Commission as an agenda item in the Commission meeting.

2) Department Directors shall make the request for themselves or any supervisor in their department.

3) Individual staff member requests shall be made by the Department Director.

4) Should the Commission approve the request, the employee may begin to drive the vehicle to and from their home and his or her name shall be added to the approved list by the County Administrator. It is the responsibility of each Director to notify the County Administrator if an individual approved to drive a vehicle home, stops doing so, in order to update the Approved List.

5) The Commission will annually charge the employee for the taxable fringe benefit of commuting to and from home in a County vehicle.

6) Each December, the County Administrator shall present the current list of employees that drive County vehicles home to the County Commission for review.

POLICY 2.9(b) Elected Officials

Policy Section 2.9(b) defines the County Vehicle policy for Baldwin County Elected Officials. Elected officials may be provided a vehicle by the County Commission. Elected Officials are expected to be available to serve the public and perform their official duties when called upon. In order to ensure their availability, and to avoid unnecessary and burdensome delays, Elected Officials that are provided a vehicle may use the same for personal use.

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ETHICS COMMISSION

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Director

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WEB SITE: www.ethics.alabama.gov

October 5, 2011

ADVISORY OPINION NO. 2011-08

Mr. Collins Pettaway, Jr.
County Attorney
Perry County, Alabama
Chestnut, Sanders, Sanders & Pettaway, L.L.C.
One Union Street
Selma, Alabama 36702-1290

Use Of County Vehicle By County Coroner/ Perry County Commission Allowing Coroner Of Perry County To Use County Vehicle For Personal Use

The Perry County Commission may, by policy, allow the Perry County Coroner to use a County vehicle for personal, as well as business use, so he may be accessible when needed.

Dear Mr. Pettaway:

The Alabama Ethics Commission is in receipt of your request for an Advisory Opinion of this Commission, and this opinion is issued pursuant to that request.

QUESTION PRESENTED

May the Perry County Commission by resolution allow the Coroner of Perry County to use a County vehicle supplied to him for his official duties, to be used to drive him to his place of employment in Bibb County and any other errands for personal use, so he can be on-call to answer any job related duties?

FACTS AND ANALYSIS

The facts as have been provided to this Commission are as follows:

Collins Pettaway, Jr. is the County Attorney for Perry County. The Perry County Commission, per the attached resolution, has asked for an opinion as to whether or not the Coroner of Perry County can use a vehicle supplied to him for his official duties for personal travel.

The question is whether the Coroner of Perry County, who lives in Perry County, can use or drive a vehicle provided to him by the Perry County Commission to go to work at his place of employment in Bibb County, Alabama (an adjacent county), and to perform any other errands for personal use, so he can be on-call to answer any job related duties.

The Coroner is an elected position. The Perry County Commission is the governing body for Perry County, Alabama. To facilitate the effectiveness for the Office of County Coroner, the Perry County Commission authorized and provided a vehicle for the Coroner to use in his official duties. The Coroner is also allowed to use the gasoline provided by the County and maintenance for the vehicle provided by the County. The Coroner handles the deaths in the County. Rarely would he have to transport bodies, as the County has a contract with a vendor for such service, although the situation could arise for that. The Coroner has a job in Bibb County and desires to use the vehicle to travel to said job, so he can answer calls, when and if they come. He also needs clarity on running any errands or handling any personal business while using the County-provided vehicle.

The Alabama Ethics Law, Code of Alabama 1975, Section 36-25-1(26) defines a public official as:

> "Any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2."

Section 36-25-5(a) states:

> "(a) No public official or public employee shall use or cause to be used his or her official position or office to obtain personal gain for himself or herself, or family

member of the public employee or family member of the public official, or any business with which the person is associated unless the use and gain are otherwise specifically authorized by law. Personal gain is achieved when the public official, public employee, or a family member thereof receives, obtains, exerts control over, or otherwise converts to personal use the object constituting such personal gain."

Section 36-25-5(c) states:

"No public official or public employee shall use or cause to be used equipment, facilities, time, materials, human labor, or other public property under his or her discretion or control for the private benefit or business benefit of the public official, public employee, any other person, or principal campaign committee as defined in Section 17-22A-2, which would materially affect his or her financial interest, except as otherwise provided by law or as provided pursuant to a lawful employment agreement regulated by agency policy. Provided, however, nothing in this subsection shall be deemed to limit or otherwise prohibit communication between public officials or public employees and eleemosynary or membership organizations or such organizations communicating with public officials or public employees."

The Ethics Law, as a general rule, prohibits the use of not only one's public office for one's personal benefit, but also any resources belonging to the public for personal benefit. The exception is where there is a lawful employment agreement regulated by agency policy.

In the facts before the Commission, it would be impractical for the Coroner not to be allowed to use the County vehicle for personal travel, when he is subject to being called at any time. If he is not in the vehicle, he may have to drive a fairly substantial distance to drop off his personal car and pick up the County vehicle, so he may respond to the call.

Based on the facts as provided and the above law, provided there is a lawful employment agreement regulated by agency policy allowing the Coroner to use the County vehicle for his personal travel, the Ethics Law would not be violated.

CONCLUSION

The Perry County Commission may, by policy, allow the Perry County Coroner to use a County vehicle for personal, as well as business use, so he may be accessible when needed.

AUTHORITY

By 4-0 vote of the Alabama Ethics Commission on October 5, 2011.

Josephine M. Venable
Acting Chair in the absence of the Chair
Alabama Ethics Commission

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ETHICS COMMISSION

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Executive Director

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June 6, 2018

ADVISORY OPINION NO. 2018-05

Mr. John A. Tinney
Attorney for Ashland Water Board
739 Main Street
Post Office Box 1430
Roanoke, AL 36274

Personal Use of Equipment/Water Board employee taking children to school.

An employee of the Ashland Water Board may drop his children off at daycare on his way to work in his official vehicle if the use requested is allowed "pursuant to a lawful employment agreement regulated by agency policy."

Dear Mr. Tinney:

The Alabama Ethics Commission is in receipt of your request for a formal Advisory Opinion of this Commission, and this opinion is rendered pursuant to that request.

FACTS

The facts as have been presented to this Commission are as follows:

"The Ashland Water Board has a vehicle which it provides to an employee which the employee keeps for transportation for matters relating to the Water Board. He is allowed by agreement with the Water Board to have possession of this vehicle at all times and utilizes the vehicle in traveling to and from work.

There are times when he might be called out at night should there be a water main break, etc. when he would be required to attend to Water Board business after hours.

This employee has children still in school in Ashland. He occasionally will drop the children off on his way to work in the Water Board vehicle. The dropping off of the children is not out of the way on his way to work and I am sure that the additional gas used in dropping off the children is minimal.

The question has arisen as to whether it is a violation of Alabama Ethics statutes for this individual to drop off the children on his way to work in the company vehicle."

QUESTION PRESENTED

Is it a violation of Alabama Ethics statutes for an employee of the Ashland Water Board to drop off the children on his way to work in the vehicle supplied to him for his official use?

ANALYSIS

The primary issues which the question raises involve the application of Ala. Code § 36-25-5(a) and (c), which state:

> (a) No public official or public employee shall use or cause to be used his or her official position or office to obtain personal gain for himself or herself, or family member of the public employee or family member of the public official, or any business with which the person is associated unless the use and gain are otherwise specifically authorized by law. Personal gain is achieved when the public official, public employee, or a family member thereof receives, obtains, exerts control over, or otherwise converts to personal use the object constituting such personal gain.
>
> (c) No public official or public employee shall use or cause to be used equipment, facilities, time, materials, human labor, or other public property under his or her

> discretion or control for the private benefit or business benefit of the public official, public employee, any other person, or principal campaign committee as defined in Section 17-22A-2, which would materially affect his or her financial interest, except as otherwise provided by law or as provided pursuant to a lawful employment agreement regulated by agency policy.

The Commission previously addressed this issue under similar facts. In Advisory Opinion 2011-08 (Pettaway), the Commission held, "The Perry County Commission may, by policy, allow the Perry County Coroner to use a County vehicle for personal, as well as business use, so he may be accessible when needed." In that Opinion, the Commission recognized the practical implications of prohibiting someone who is on-call from being able to conduct errands, etc., while in an official vehicle but only when it is allowed pursuant to a lawful employment agreement regulated by agency policy. That conclusion equally applies to the question and facts presented, and the use requested herein is allowed if "provided pursuant to a lawful employment agreement regulated by agency policy."

CONCLUSION

An employee of the Ashland Water Board may take his children to school on his way to work in his official vehicle if the use requested is "provided pursuant to a lawful employment agreement regulated by agency policy."

AUTHORITY

By 3-1 vote of the Alabama Ethics Commission on June 6, 2018.

Jerry L. Fielding, Ret. Sr. Circuit Judge
Chair
Alabama Ethics Commission

Baldwin County Commission

Agenda Action Form

File #: 22-1484, **Version:** 1 **Item #:** FM1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Submitted by: Kathy McHugh, Grants Administrator

ITEM TITLE
American Rescue Plan Act (ARPA) Program Update

STAFF RECOMMENDATION
Discussion Item only at this time - Staff will provide an update regarding current and pending American Rescue Plan Act (ARPA) related items / issues.

BACKGROUND INFORMATION

Background: For the next meeting, staff will provide agenda items to address allocation of funds for Probate Office ventilation improvements and possible reallocation of funds for previously approved projects that have been deemed to be ineligible. Staff will also look to facilitate review other buildings utilizing the ACCA assessment protocol, subject to Commission prioritization):

Previous Commission action/date: September 6, 2022 - Staff presented an overview of the current project list. The presentation included the discussion of ventilation improvements for Probate Office and Board of Education facilities, the distribution of nonprofit policies/procedures and application packet to Commissioners, the need to re-evaluate previously approved projects prior to fiscal year end, and general future of ARPA review/reporting process to include participation by other department heads.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

..

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-1514, **Version:** 1 **Item #:** FQ1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: New
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Discussion of 2023 Christmas Holidays for County Employees

STAFF RECOMMENDATION
Discussion Item only at this time - Consider modifying the 2023 Christmas holiday schedule.

BACKGROUND INFORMATION

Background: It is requested to consider adding a one-time holiday change for the 2023 Christmas holidays. The County's adopted policy recognizes Christmas Eve and Christmas Day for employee holidays. If a holiday falls on a Saturday, the holiday is observed on the preceding Friday and if the holiday falls on a Sunday, the holiday is observed on Monday.

With Christmas Eve being on a Sunday and Christmas Day on a Monday, it is requested that the Commission consider the 2023 Christmas holidays be observed on Monday, December 25, 2023, and Tuesday, December 26, 2023.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

..

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

Baldwin County Commission
2023 Holiday Schedule

HOLIDAY	DATE	DAY
New Year's Holiday	January 2, 2023	Monday
Martin Luther King Birthday	January 16, 2023	Monday
Washington/Jefferson's Birthday	February 20, 2023	Monday
Mardi Gras Day	February 21, 2023	Tuesday
Good Friday	April 7, 2023	Friday
National Memorial Day	May 29, 2023	Monday
Juneteenth Independence Day	June 19, 2023	Monday
Independence Day	July 4, 2023	Tuesday
Labor Day	September 4, 2023	Monday
Veterans Day	November 10, 2023	Friday
Thanksgiving Holidays	November 23, 2023 November 24, 2023	Thursday Friday
Christmas Holidays	December 25, 2023 December 26, 2023	Monday Tuesday

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Baldwin County observes the holidays listed as outline in the Baldwin County Commission Employee Handbook Section IV - F. Holidays.

Employees are **REQUIRED** to be present at work on the work day scheduled immediately preceding and following a holiday unless leave has been pre-approved. If an employee is absent due to illness, he or she **MUST** present a doctor's excuse to be paid for the holiday. If an employee is on leave without pay the day before or the day after a holiday or has leave without pay for the whole week of the holiday, then the employee will not be eligible for holiday pay.

Baldwin County Commission

Agenda Action Form

File #: 22-1428, **Version:** 1 **Item #:** HA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/20/2022
Item Status: **Addendum**
From: Zachary Hood, Emergency Management Agency (EMA) Director
Submitted by: Vernon L. Dandridge, Planning and Grants Division Manager

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ITEM TITLE
Request from Local Emergency Planning Committee for Purchase of a Digital Pressure Test Kit

STAFF RECOMMENDATION
Approve the request for Baldwin County Commission's Emergency Management Agency (EMA) to purchase a Kappler Automated Digital Pressure Kit for the Local Emergency Planning Committee (LEPC) at a cost not to exceed $4,199.00, to be used throughout Baldwin County to test hazardous materials consistently and accurately.

BACKGROUND INFORMATION

Background: Staff received a request from Mr. Joey Darby, Chairperson of Baldwin County LEPC requesting EMA to purchase a Kappler Automated Digital Pressure Test Kit. The LEPC is a collection of community stakeholders with a primary task of evaluating available resources that could be made available in the event of a chemical accident. Currently, Baldwin County does not have the capacity to test for Level A hazardous material which puts the community at risk.

All of the primary hazardous response agencies in Baldwin County along with LEPC's hazmat response trailer utilize Kappler Level A suits; however, there is currently no consistent testing apparatus for these suits among the Baldwin County agencies. Any incident in Baldwin County could involve multiple or all hazmat response agencies, it is important to have confidence that all equipment meets current standards.

The requested Kappler Automated Digital Pressure Test Kits are compliant and safe to use in accordance with the manufacture, Occupational Safety and Health Administration (OSHA), American Society for Testing and Materials (ASTM), National Fire Protection Association (NFPA) standards.

Staff received three (3) quotes. The lowest quote was received from NAFECO for $4,199.00. The device will be used to support county first responders that deal with hazardous materials. The EMA will lend the device out to required county department or agency when needed for a hazardous material response. The device will be stored, managed, and maintained by the EMA Logistics Division Manager

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $4,199.00

Budget line item(s) to be used: 10052300.52110

If this is not a budgeted expenditure, does the recommendation create a need for funding?
No

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 notification of Commission's decision; Michael Purner, Logistics Division Manager for the Emergency Management Agency, will coordinate the purchase of the device.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration notify the following via email of Commission's decision:
Joey Darby (jdarby@cityoffoley.org),
Zachary Hood (Zack.Hood@baldwincountyal.gov), and
Vernon Dandridge (Vernon.dandridge@baldwincountyal.gov)

Additional instructions/notes: N/A.

NAFECO
Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation

Q022825251

Date: 8/25/2022
Expires: 10/14/2022
FOB: Origin

Customer Number: BAL022
Customer Information: BALDWIN COUNTY EME. MANAGEMENT
Address: 23100 MCAULIFFE DRIVE
312 COURTHOUSE SQ. - STE. 11
ROBERTSDALE, AL 36567

Attention: Michael Purner, Logistics Divi
Phone: 251-213-3990
Email: Mike.Purner@baldwincountyal.gov
Prepared By: Phil Bryars

Qty.	Product	Description	Each	Total
1	AAMOC	Digital Pressure Test Kit Kappler's automated Digital Pressure Test Kit improves the efficiency and accuracy of gas-tight garment tests for both ASTM and CE methods. Our unique design features a digital readout for more accurate testing, while a large LCD touchscreen allows easy test criteria selection and data input. All fittings and hoses are included - the user simply provides an air supply with a 1/4 inch MNPT fitting. Press START and the test is performed automatically, allowing the user to handle other duties while the test is in process. For easy and accurate recordkeeping, test data can be copied to the provided USB stick via the built-in USB port. Style Code: AAMOC	$4,199.00	$4,199.00
				Total: $4,199.00
				tax & freight to be determined

Notes:

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com

All Safe Industries®

Certified Veteran-Owned Small Business

Quote

Quote # QUO-11342
Date 9/14/2022

All Safe Industries, Inc.
10711 Electron Dr
Louisville KY 40299
888-972-3389
www.allsafeindustries.com

Sales Rep Deborah A Paterson
Expires 10/14/2022
Cust Ref#
Terms Net 30
Shipping Method UPS® Ground

Bill To
Baldwin County Commission
Attn: Finance & Accounting
312 Courthouse Square, Suite 11
Bay Minette AL 36507

Ship To
Baldwin County EMA
23100 McAuliffe Drive
Robertsdale AL 36567

GSA Contract: GS-07F-5501R
D&B: 94-269-4308
CAGE: 1FZK7
EIN: 61-1338843

Item #	Description	QTY	UOM	Unit Price	Total Amount	Est. Lead
AKMOC	Kappler Digital Pressure Test Kit	1		4,276.72	4,276.72	8 weeks

Subtotal	4,276.72
Est. Shipping Cost (UPS® Ground)	35.40
Total	$4,312.12

Quote valid for 30 days unless otherwise noted. Shipping is an estimate and will be prepaid and added to your invoice. Delivery time is estimated as of quote date and may be subject to change.

GRAINGER

Customer Quotation

Ship To:	Information	
BALDWIN CNTY COMMISSION	Grainger Quote Number	2051803638
Attn: MIKE PURNER	Print Date	08/25/2022
23100 MCAULIFFE DR	Customer Account	815280698
ROBERTSDALE, AL 36567-3189	Department Number	
US	Contact Name	MIKE PURNER
Shipper Account:	Contact Phone	2512133990
	Contact Fax	
	Contact Email	mike.purner@baldwincountyal.gov
	Customer PO	
	Customer Job Name	

eQuote Information:
Quote 2051803638 has been delivered to Grainger websites and Mike Purner has been notified via email that the quote is available for on-line purchasing.

Comments: One or more items may be non-cancelable /non-returnable. Please see item notes below.

Line	Description	MFG Part No	Lead Time Bus.days	Qty.	Unit	Quote Price	Extended Price
10	DIGITAL PRESSURE TEST KIT Mfr Brand Name KAPPLER Customer Part No.: Carrier: 22327 - FDX GROUND Cost expiration date: 09/04/2022 Taxable: NO Notes: Product is Non-Cancelable/Non-Returnable.	AKMOC	30	1	EA	4,696.86	4,696.86
20	-- NO QUOTE -- SEE ITEM NOTES FOR DETAILS --DIGITAL PRESSURE TEST KIT Mfr Brand Name KAPPLER Customer Part No.: Cost expiration date: Taxable: NO Notes: The Part Number provided has been revised - See Part Number: AKMOC for quote information	KAPAKM-0C0-000		1	EA	0.00	0.00

Omnia 192163

Thank You!

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100 GRAINGER PKWY
LAKE FOREST IL 60045-5201

800-Grainger
www.grainger.com

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Customer Quotation

Information	
Grainger Quote Number	2051803638
Print Date	08/25/2022
Customer Account	815280698
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Total Sell Price in USD 4,696.86

This is not an invoice. Changes to product or quantities may result in different pricing. Availability and lead times are subject to change and can be confirmed at order placement. Additional lead time may apply for AK and HI. Unless otherwise stated, these items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with U. S. export control. Contact Sales Rep.or Grainger branch listed below for questions, order placement or to submit a new request. RETURN POLICY: Sourced Product is subject to the manufacturer's return policy and may not be returnable. Please contact Grainger at Customer Care at 1-800-GRAINGER (472-4643) to verify whether your Sourced Product item(s) can be returned. A restocking fee and other charges may apply. Returned Sourced Product must be in new/unused and in original packaging. Customer is responsible for return shipping costs for Sourced Products No cancellations, refunds or credits are allowed for items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable".

Thank You!

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