Baldwin County Commission

Baldwin County Commission
Regular Meeting Agenda

Tuesday, April 16, 2019
8:30 AM

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

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

Wayne A. Dyess, County Administrator

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

A WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

Welcome by Charles F. Gruber, Chairman
Invocation by Shannon Spivey, Customer Relationship Manager, Baldwin County Commission
Pledge of Allegiance

ADOPTION OF MINUTES

April 2, 2019, Regular Meeting

B CONSENT

BA ADMINISTRATION

BA1	Agreement for Financial Advisory Services between the Baldwin County Commission and Stifel, Nicolaus & Company, Incorporated	**19-1041**
BA2	County Take Home Vehicles List - April 2019 Revision	**19-1055**
BA3	East Central Baldwin Water, Sewer and Fire Protection Authority - Board Appointments	**19-1043**
BA4	Rental of a Tent for the Annual Law Enforcement Memorial Event on May 14, 2019	**19-1062**
BA5	Request to Abandon a Cemetery - Rice Family Cemetery, Summerdale, Baldwin County, Alabama	**19-1034**
BA6	Space Allocation in County Facilities - Allocation of Space at the Baldwin County Annex I Building in Bay Minette, Alabama and Adoption of Resolution #2019-074	**19-1042**
BA7	Town of Elberta - Annexation Notification	**19-1037**

BB ANIMAL CONTROL

BB1	Baldwin County Animal Control Advisory Board - Board Appointments	**19-1065**

BD BUDGET/PURCHASING

BD1	Competitive Bid #WG19-27 - Provision of Road Signs for the Baldwin County Commission	**19-1047**

BD2	Competitive Bid #WG19-30 - Purchase and Installation of Four (4) Metal Buildings at Various Baldwin County Highway Facility Locations for the Baldwin County Commission	**19-1048**
BD3	Competitive Bid #WG19-36 - Provision of a Fleet Fuel Management Program for the Baldwin County Commission	**19-1049**
BD4	Project No. TAPNU-TA17(934), BCP-0203317; Sidewalk Improvements County Road 1 from 1.6 Miles South of Mullet Point Park to Mullet Point Park	**19-1050**
BD5	Request for Proposals (RFP) for Hazardous Waste Cleanup Services for the Baldwin County Commission	**19-1051**
BD6	Request for Qualifications (RFQ) for On-call Construction Services for the Baldwin County Commission	**19-1052**
BD7	Request for Qualifications (RFQ) for Professional Architectural Services for the Baldwin County Commission	**19-1053**
BD8	Quotes for the Interior Build-out of a Portion of the Second Floor of the Baldwin County Fairhope Satellite Courthouse	**19-1054**
BJ	**EMERGENCY MANAGEMENT AGENCY (EMA)**	
BJ1	Baldwin County 2019 Preparedness Expo Promotional Items	**19-1072**
BK	**ENVIRONMENTAL MANAGEMENT**	
BK1	Baldwin County Solid Waste Uncollectible Residential Accounts	**19-1070**
BK2	Baldwin County Solid Waste Collections and Disposal Services Provided to Standard Furniture	**19-1071**
BM	**HIGHWAY**	
BM1	Alabama Department of Corrections (ADOC) Fountain Correctional Facility - Work Squad Agreement	**19-1078**
BM2	Alabama Department of Corrections (ADOC) Loxley Community Work Center - Work Squad Agreements	**19-1079**
BM3	Baldwin Regional Area Transit System - Fiscal Year 2019 Certifications and Assurances for Federal Transit Administration Assistance Programs	**19-1074**
BM4	*County Road 64 Capacity Improvements - Preliminary Engineering Funding Agreement	**19-0893**

BM5	Intergovernmental Service Agreement between Baldwin County and the City of Bay Minette for the Striping of Various Roads Inside Bay Minette City Limits	**19-1036**
BM6	Intergovernmental Service Agreement with the Town of Magnolia Springs for Ditch Cleaning along Magnolia Springs Highway	**19-1075**
BM7	Property Purchase on Dickman Road in Bay Minette	**19-1080**
BM8	City of Daphne - Quitclaim Deed - Portions of Pollard Road and Park Drive	**19-1086**
BM9	S-15018 - Lakeland, Phase 3, Unit 2 - Release Maintenance Bond	**19-1077**
BM10	Transfer of Vehicle from the Parks Department to the Highway Department	**19-1076**

BO PERSONNEL

BO1	Animal Shelter/Control - Employment of One (1) Office Manager Position	**19-1013**
BO2	Building Inspection Department - Creation of One (1) Office Assistant III Position	**19-1069**
BO3	Highway Department (Administration) - Promotion of Employee into Operations Support Specialist II Position	**19-1045**
BO4	Juvenile Detention Center - Employment of One (1) Part-time Detention Technician Position	**19-1011**
BO5	Solid Waste Department (Collections) - Employment of One (1) Solid Waste Driver I Position	**19-1073**
BO6	Approval of a Corrected Nationwide Retirement Solutions Contract Amendment	**19-1066**
BO7	Resolution for Retirement Systems of Alabama Sick Leave Roll-over	**19-1067**
BO8	Employee Handbook Retirement Changes	**19-1068**

C PRESENTATIONS

CA GENERAL

CA1	Proclamation - Older Americans Month - May 2019	**19-0923**

CA2	Proclamations for National Telecommunicators/Communications Officers Week, National Correctional Officers Week and National Law Enforcement Officers Memorial Week	**19-0955**
CA3	Certificates of Appreciation - Assistance to Lee County, Alabama for March 2019 Tornado Event	**19-1083**
CA4	Certificate of Recognition to Mr. Cliff McCollum, Gulf Coast Media - Press Coverage of the Baldwin County Commission Meetings	**19-1063**
CA5	Introduction of Newly Appointed Contract Employees	**19-1056**

D PUBLIC HEARINGS

DE BUILDING INSPECTION

DE1	Amendments to the Baldwin County Flood Damage Prevention Ordinance	**19-1027**

DP PLANNING AND ZONING

DP1	Case No. Z-19010 - LMS Properties, LLC - Rezoning	**19-1061**

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1	Payment of Bills	**19-1031**
EA2	Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1	**19-1032**

EB ROAD AND BRIDGE DIVISION

F ELECTED OFFICIAL REQUESTS

G OTHER STAFF RECOMMENDATIONS

GA ADMINISTRATION

GA1	*Considerations Related to Employment Contract - Legislative Delegation Constituent Services Director - Baldwin County Legislative Delegation Office - Bay Minette, Alabama	**19-0909**
GA2	Appointed Contract Employees - Clerk/Treasurer - Considerations Related to Employment Contract	**19-1058**

H COMMISSIONER REQUESTS

I ADDENDA

IA1 Appointment of Interim Clerk/Treasurer and Adoption of Resolution #2019-077 - Authorization for Chairman and Clerk/Treasurer to Sign Bank Documents **19-1090**

J ADMINISTRATIVE REPORT

K COUNTY ATTORNEY'S REPORT

L ANNOUNCEMENTS

M PUBLIC COMMENTS

N PRESS QUESTIONS

O COMMISSIONER COMMENTS

P ADJOURNMENT

Baldwin County Commission

Agenda Action Form

File #: 19-1041, **Version:** 1 **Item #:** BA1

Meeting Type: BCC Work Session
Meeting Date: 4/9/2019
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Miranda N. McKinnon, Administrative Support Specialist

ITEM TITLE
Agreement for Financial Advisory Services between the Baldwin County Commission and Stifel, Nicolaus & Company, Incorporated

STAFF RECOMMENDATION
Take the following actions:

1) Approve the Baldwin County Commission to retain Stifel, Nicolaus & Company, Incorporated as financial advisor to the Baldwin County Commission for the following:

a) financial planning efforts and the potential issuance of one or more series of bond types; and
b) ongoing general advisory services as requested by the County; and
c) investment bidding services as requested by the County.

2) Authorize the Chairman to execute the Agreement between the Baldwin County Commission and Stifel, Nicolaus & Company, Incorporated for Financial Advisory Services. This Agreement will be effective on the date signed by an authorized representative of Baldwin County and may be terminated on seven (7) days' written notice by either party.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:
Due to the rapid economic expansion within Baldwin County and in anticipation of future needs, the services of a financial advisor are needed to assist in review and support of Baldwin County Commission's fiscal activities. Attached is Code of Alabama Section 41-61-51, Contracts for which competitive bidding not required.

Stifel, Nicolaus & Company, Incorporated is a registered agent with the Alabama Secretary of State. Entity ID Number 884-779.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51700.5164

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Reviewed by County Attorney

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Reid Cavnar, Managing Director
Stifel, Nicolaus & Company, Incorporated
P.O. Box 241858
Montgomery, Alabama 36124

cc: Kim Creech and Ron Cink

Additional instructions/notes: N/A

STIFEL

April 2, 2019

Commissioner Billie Jo Underwood
Chairwoman of Finance
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

RE: FINANCIAL ADVISORY SERVICES

- Financial planning efforts and potential structuring/issuance of one or more series of warrants, or similar debt instruments, including but not limited to general obligation warrants, improvement district bonds, cooperative district bonds, tax increment financing bonds, installment purchase revenue bonds, and other suitable/permissible debt instruments as determined to be necessary or advantageous by the County Commission

- Ongoing general advisory services as requested by the County Commission

- Investment bidding services as requested by the County Commission

Stifel, Nicolaus & Company, Incorporated ("Stifel") presents for your acceptance this agreement to retain Stifel as financial advisor to the Baldwin County Commission ("County") for the following:

a) financial planning efforts and the potential issuance of one or more series of the above-referenced bond types (the "Bonds"),
b) ongoing general advisory services as requested by the County, and
c) investment bidding services as requested by the County.

This agreement will be effective on the date signed by an authorized representative of County and will authorize Stifel to act as financial advisor through the completion of any tasks undertaken pursuant to items (a), (b), and/or (c) of this paragraph. This agreement may be terminated on seven (7) days' written notice by either party.

1. Scope of Work. Stifel agrees to perform the following services for the County with respect to the Bonds:

a. Assume overall responsibility for the financial analysis and structuring recommendations for the Bonds;

b. Assist disclosure counsel and the County in preparation of the preliminary and final official statements for the Bonds consistent with all federal and state requirements;

c. Assist the County, as requested, in the selection of an underwriter(s), including review of underwriter recommendations to the extent requested in writing by the County, and coordinate all activities of the underwriter(s);

d. Coordinate with consultants, accountants, bond counsel, other attorneys and staff in connection with the sale of the Bonds;

e. Coordinate financing time schedule, distribution of documents, preliminary and final official statement printing, wire-transfer of funds, delivery of bonds and bond closing;

f. Assist the County as needed on the matter of rating(s) for the proposed Bonds and coordinate the preparation of credit information for submission and presentation to the rating agency(ies);

g. Coordinate pre-pricing discussions of bond pricing and structuring, supervise the negotiated sale process, and advise on acceptability of offer to purchase bonds by the underwriters;

h. If requested, assist the County in procuring any appropriate ancillary financing-related products and services including, credit enhancement (e.g., bond insurance), paying agent/registrar/trustee, escrow agent (if applicable), escrow investments, and other such products and services as the County may deem necessary or desirable in connection with any financing.

i. Attend County meetings as requested, with reasonable advance notice;

j. Provide ongoing general advisory services as requested by the County;

k. Provide investment bidding services as requested by the County;

l. Provide such other services as are mutually agreed upon in writing by the County and Stifel.

2. County's Obligations. The County agrees that, with respect to the Bonds, its staff and consultants will cooperate with Stifel and make available any data in the possession of the County necessary to perform Stifel's financial advisory services and regulatory obligations as described in Exhibit A to this agreement.

3. Regulatory Disclosures:

a. The County is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 -"the Rule"). Stifel will be serving as a municipal advisor to the County under the

Rule and this agreement documents the municipal advisory relationship between Stifel and the County.

b. MSRB Rule G-42 requires that a municipal advisor provide its client with certain written disclosures. Please see Exhibit A to this agreement for those disclosures.

4. Compensation: With respect to compensation for our efforts contemplated under the Scope of Work herein, Stifel would propose to determine a mutually agreeable financial advisory fee at the time of any issuance of Bonds, or the closing of any investment contract, with the County retaining sole discretion as to the amount of any such fee. Any compensation requested by Stifel for our efforts with respect to any transaction or investment bidding work contemplated herein would be contingent upon the successful closing of the financing(s). For ongoing general advisory services, Stifel would propose to be compensated at a rate of $200 per professional hour dedicated to such service with the County retaining sole discretion over the amount of these fees as well.

5. Authority to Direct Financial Advisor: The following individuals have the authority to direct Stifel's performance of its scope of work under this agreement: the Chair of Finance of the Baldwin County Commission, the County Administrator, the County Budget Director, the County Clerk Treasurer.

Respectfully submitted this ___ day of _____.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Name: Reid Cavnar
Title: Managing Director

ACCEPTANCE

I, Charles F. Gruber, acting in my capacity as Chairman of the Baldwin County Commission, hereby accept the agreement as submitted by Stifel, Nicolaus & Company, Incorporated relative to the financial advisory services, as described herein.

	ATTEST:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Baldwin County Commission

Financial Advisory Services Agreement

MSRB Rule G-42 Disclosures

As municipal advisor to the Baldwin County Commission ("County" or "you"), Stifel Nicolaus ("Stifel" or "we") is subject to the rules of the Municipal Securities Rulemaking Board (MSRB), including MSRB Rule G-42, which took effect on June 23, 2016. We do not believe that Rule G-42 has substantively changed our obligations to you. The rule does, however, direct us to make certain disclosures to you. Please review the following disclosures and contact your Stifel municipal advisor if you have any questions.

Our Duties as Your Municipal Advisor

Rule G-42 describes our basic duties to you. Most importantly, we owe you a fiduciary duty, the principal element of which is a duty of loyalty. Under the duty of loyalty, we are required to deal honestly and in the utmost good faith with you and to act in your best interests without regard to our financial or other interests. We may not serve as your municipal advisor if we believe that we have any conflicts of interest that we cannot manage or mitigate so that we can act in your best interests.

Rule G-42 also provides that we owe you a duty of care. As part of that duty, we must possess the degree of knowledge and expertise needed to provide you with informed advice. Also, under that duty, when we make recommendations to you or help you to evaluate the recommendations of others, we may need to ask questions to make sure that we have all the relevant facts.

Disclosure of Conflicts

Rule G-42 requires us to disclose to you any known material, actual or potential conflicts of interest that could reasonably be expected to impair our ability to provide you with advice, including any conflicts associated with contingent fee arrangements. As described in our engagement letter, the payment of our fee will be contingent on the closing of the bond issue and the amount of compensation may be based on a percentage of the principal amount of the bond issue described in the engagement letter. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since we may have an incentive to recommend a transaction to you that is unnecessary or to recommend that the size of the bond issue be larger than is necessary. We would, of course, be willing to discuss an alternative fee arrangement, if that is your preference. However, because under our proposed fee structure the County retains sole discretion as to the amount of our fee, we believe this conflict of interest has been appropriately addressed in your favor.

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Legal and Disciplinary Event Disclosures

Each firm that is registered as a municipal advisor with the U.S. Securities and Exchange Commission (SEC) is required to file Form MA with the SEC and update that form periodically and as events change. The firm is also required to file a Form MA-I for each of its employees who is engaged in municipal advisory activities. Stifel's most recent Form MA and the Form MA-1 for each current Stifel municipal advisor employee may be found on the SEC's EDGAR website using the following hyperlink: http://www.sec.gov/cgi-bin/browse-edgar?CIK=0000094403&owner=exclude&action=getcompany&Find=Search.

Item 9 of Form MA requires each municipal advisor firm to disclose any criminal, regulatory violations, or self-regulatory violations and certain civil litigation. Because we are a broker-dealer firm, Form MA permits us to cross-reference to our Form BD, which is available on the website of the Financial Industry Regulatory Authority (FINRA), and our Form ADV, which is available on the SEC website. For your convenience, you may access our Form BD by using the following hyperlink: http://brokercheck.finra.org/Firm/Summary/793. You may access our Form ADV by using the following hyperlink: https://www.adviserinfo.sec.gov/IAPD/IAPDSearch.aspx and entering Firm 793 in the search field. Item 6 of each Form MA-I requires comparable disclosure about a municipal advisor individual, as well as customer complaint, arbitration, investigation, termination, financial, and judgment/lien disclosure. When an individual has a disciplinary history, Form MA-1 permits us to cross-reference to that individual's Form U-4. The disciplinary history on an individual's Form U-4 is accessible entering the individual's name in FINRA's "Broker-Check" service, using the following hyperlink: http://brokercheck.finra.org/.

Our Form MA was amended on July 14, 2017 to reflect the following settlement with FINRA:

In June 2017, Stifel agreed to pay a fine of $125,000 to settle an alleged violation of MSRB Rule G-23. Stifel determined that a private placement with the county in which Stifel's school district client was located was a lower cost alternative for the school district than a public offering. Stifel presented the idea to the school district, which agreed to hire Stifel as its placement agent. Nevertheless, two months elapsed before Stifel provided disclosure to the school district that, in its role as placement agent, it was not a fiduciary to the school district as required by MSRB Rule G-23. The FINRA settlement document states that: "Because it failed to provide the role disclosure required by MSRB Rule G-23 in a timely manner, Stifel acted as both financial advisor and placement agent for the [school district] in connection with the [Bonds], in violation of MSRB Rule G-23." The alleged violation took place in 2012. Stifel now has robust procedures in place that are designed to result in timely G-23 disclosures to underwriting/placement clients.

In our view, none of the legal and disciplinary event disclosures described in our Form MA is material to your evaluation of us or the integrity of our management or advisory personnel.

Evaluation of Recommendations/Suitability

As provided in our engagement letter, we will assist you in evaluating recommendations, whether made by Stifel or, upon your written request, by third-parties, such as underwriters. We will provide you with our evaluation of the material risks, potential benefits, structure, and other characteristics of the transaction or product. We will discuss with you why we think a

recommendation we make is suitable for you. In the case of recommendations made by an underwriter or other third-party that you request in writing that we review, we will discuss with you why we think the recommended transaction or product is or is not suitable for you. We will also inform you of any other reasonably feasible alternatives considered.

In order for us to evaluate whether we think a recommendation is suitable for you, we are required to consider the following factors and we may need information from you about those factors, much as if you were opening a brokerage account:

- financial situation and needs,
- objectives,
- tax status,
- risk tolerance,
- liquidity needs,
- experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended,
- financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction were reasonably expected to be outstanding, and
- any other material information known by the municipal advisor about the client and the municipal securities transaction or municipal financial product, after reasonable inquiry.

Additional Information

We also wish to inform you that Stifel is registered as a municipal advisor with both the SEC and the MSRB. Information about the duties of a municipal advisor, as well as the procedures for filing a complaint, may be found on the MSRB's website by clicking on the following link: http://www.msrb.org/~/media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en. The general website for the MSRB is www.msrb.org. If you have any questions, please contact your municipal advisor.

Code of Alabama
Title 41. State Government. (Refs & Annos)
Chapter 16. Public Contracts. (Refs & Annos)
Article 3. Competitive Bidding on Contracts of Certain State and Local Agencies, Etc. (Refs & Annos)

Ala.Code 1975 § 41-16-51

§ 41-16-51. Contracts for which competitive bidding not required.

Currentness

(a) Competitive bids for entities subject to this article shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:

(1) The purchase of insurance.

(2) The purchase of ballots and supplies for conducting any primary, general, special, or municipal election.

(3) Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part.

(4) Contracts of employment in the regular civil service.

(5) Contracts for fiscal or financial advice or services.

(6) Purchases of products made or manufactured by the blind or visually handicapped under the direction or supervision of the Alabama Institute for Deaf and Blind in accordance with Sections 21-2-1 to 21-2-4, inclusive.

(7) Purchases of maps or photographs from any federal agency.

(8) Purchases of manuscripts, books, maps, pamphlets, periodicals, and library/research electronic data bases of manuscripts, books, maps, pamphlets, or periodicals.

(9) The selection of paying agents and trustees for any security issued by a public body.

(10) Existing contracts up for renewal for sanitation or solid waste collection, recycling, and disposal between municipalities or counties, or both, and those providing the service.

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(11) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software.

(12) Professional services contracts for codification and publication of the laws and ordinances of municipalities and counties.

(13) Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.

(14) Purchases of dirt, sand, or gravel by a county governing body from in-county property owners in order to supply a county road or bridge project in which the materials will be used. The material shall be delivered to the project site by county employees and equipment used only on projects conducted exclusively by county employees.

(15) Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.

(16) Subject to the limitations in this subdivision, purchases of goods or services, other than voice or data wireless communication services, made as a part of the purchasing cooperative sponsored by the National Association of Counties, its successor organization, or any other national or regional governmental cooperative purchasing program. Such purchases may only be made if all of the following occur:

a. The goods or services being purchased are available as a result of a competitive bid process conducted by a governmental entity and approved by the Alabama Department of Examiners of Public Accounts for each bid.

b. The goods or services are either not at the time available to counties on the state purchasing program or are available at a price equal to or less than that on the state purchasing program.

c. The purchase is made through a participating Alabama vendor holding an Alabama business license if such a vendor exists.

d. The entity purchasing goods or services under this subdivision has been notified by the Department of Examiners of Public Accounts that the competitive bid process utilized by the cooperative program offering the goods complies with this subdivision.

(17) Purchase of goods or services, other than wireless communication services, whether voice or data, from vendors that have been awarded a current and valid Government Services Administration contract. Any purchase made pursuant to this subdivision shall be under the same terms and conditions as provided in the Government Services Administration contract. Prices paid for such goods and services, other than wireless communication services, whether voice or data, may not exceed the amount provided in the Government Services Administration contract.

(b) This article shall not apply to:

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(1) Any purchases of products where the price of the products is already regulated and established by state law.

(2) Purchases made by individual schools of the county or municipal public school systems from moneys other than those raised by taxation or received through appropriations from state or county sources.

(3) The purchase, lease, sale, construction, installation, acquisition, improvement, enlargement, or expansion of any building or structure or other facility designed or intended for lease or sale by a medical clinic board organized under Sections 11-58-1 to 11-58-14, inclusive.

(4) The purchase, lease, or other acquisition of machinery, equipment, supplies, and other personal property or services by a medical clinic board organized under Sections 11-58-1 to 11-58-14, inclusive.

(5) Purchases for public hospitals and nursing homes operated by the governing boards of instrumentalities of the state, counties, and municipalities.

(6) Contracts for the purchase, lease, sale, construction, installation, acquisition, improvement, enlargement, or extension of any plant, building, structure, or other facility or any machinery, equipment, furniture, or furnishings therefor designed or intended for lease or sale for industrial development, other than public utilities, under Sections 11-54-80 to 11-54-99, inclusive, or Sections 11-54-20 to 11-54-28, inclusive, or any other statute or amendment to the Constitution of Alabama authorizing the construction of plants or other facilities for industrial development or for the construction and equipment of buildings for public building authorities under Sections 11-56-1 to 11-56-22, inclusive.

(7) The purchase of equipment, supplies, or materials needed, used, and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have, during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality.

(8) Purchases made by local housing authorities, organized and existing under Chapter 1 of Title 24, from moneys other than those raised by state, county, or city taxation or received through appropriations from state, county, or city sources.

(c) The state trade schools, state junior colleges, state colleges, and universities under the supervision and control of the State Board of Education, the district boards of education of independent school districts, the county commissions, and the governing bodies of the municipalities of the state shall establish and maintain such purchasing facilities and procedures as may be necessary to carry out the intent and purpose of this article by complying with the requirements for competitive bidding in the operation and management of each state trade school, state junior college, state college, or university under the supervision and control of the State Board of Education, the district boards of education of independent school districts, the county commissions, and the governing bodies of the municipalities of the state and the governing boards of instrumentalities of counties and municipalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions.

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(d) Contracts entered into in violation of this article shall be void and anyone who violates the provisions of this article shall be guilty of a Class C felony.

Credits

(Acts 1967, Ex. Sess., No. 217, p. 259, § 2; Acts 1967, No. 209, p. 573; Acts 1967, No. 769, p. 1625; Acts 1969, No. 763, p. 1352; Acts 1980, No. 80-463, p. 723; Acts 1982, No. 82-425, p. 667, § 1; Acts 1982, No. 82-508, p. 840, § 1; Acts 1983, No. 83-515, p. 778; Acts 1984, No. 84-298, p. 666; Acts 1989, No. 89-665, p. 1319; Acts 1993, No. 93-615, p. 1009, § 1; Acts 1995, No. 95-630, p. 1334, § 1; Act 98-148, p. 249, § 1; Act 2004-487, p. 906, § 1; Act 2006-279, p. 489, § 1; Act 2009-760, p. 2294, § 2; Act 2011-530, p. 869, § 1; Act 2016-298, p. 741, § 1; Act 2017-402, § 1.)

Notes of Decisions (11)

Ala. Code 1975 § 41-16-51, AL ST § 41-16-51
Current through Act 2018-579.

End of Document

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Alabama Secretary of State

Stifel, Nicolaus & Company, Incorporated	
Entity ID Number	884 - 779
Entity Type	Foreign Corporation
Principal Address	500 N BROADWAY ST LOUIS, MO 63102
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Missouri
Formation Date	0-0-0
Qualify Date	3-30-1984
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018

Transactions

Transaction Date	3-8-2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	3-30-1984 Certificate of Formation 8 pgs.

Baldwin County Commission

Agenda Action Form

File #: 19-1055, **Version:** 1 **Item #:** BA2

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wayne A. Dyess, County Administrator
Submitted by: Victoria Key, Administrative Support Specialist

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ITEM TITLE
County Take Home Vehicles List - April 2019 Revision

STAFF RECOMMENDATION
Approve the attached "County Take Home Vehicles List - April 2019 Revision" of the County employees and officers who drive County vehicles home as identified in the report.

The total number of Baldwin County Commission departmental staff driving public taxpayer owned County vehicles is 166.

BACKGROUND INFORMATION

Previous Commission action/date: December 18, 2018

Background: At the Baldwin County Commission Regular Meeting held on December 18, 2018, the Commission approved the annual "County Take Home Vehicles List - December."

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

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

At this time, the County Take Home Vehicles List must be revised due to Mike Howell, Building Official and Zachary Hood, EMA Director being added to the list and Wayne Bryd, Area 200 Assistant Supervisor, being removed from the list.

FINANCIAL IMPACT

Total cost of recommendation: N/A
Budget line item(s) to be used: N/A

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Victoria Key, Administrative Support Specialist - Email approved list to Kim Creech, Clerk Treasurer, cc: Administration staff.

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

Additional instructions/notes: N/A

County Take Home Vehicle List - April 2019

County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
Building Maintenance			
2007 Ford F-150	Junius Long	5	Must respond to after hours call-outs.
Health/Animal Control			
2011 Ford F-250	Walter Shipp	48	Provide call out coverage to South end of county
Various	Gina Jones	60	Provide call out coverage to North end of county
FINANCE			
2015 Ford Fusion	Kim Creech	10	Occasional as conditions dictate, Kim has the ability to take a vehicle home
EMA			
2015 Chevrolet Tahoe	Zachary Hood	30	Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.
2015 Chevrolet Tahoe	Jessie Peacock	30	Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.
Highway			
2018 Ford F150 Crew Cab 4x4	Johnny Jackson	24	Direct from home allows a more timely response to afterhours call out in a reliable, available County vehicle that can transverse rough terrain as is often necessary, and that has appropriate items needed-subject to call out for a variety of matters, such as employee accident, the weather affecting a road/bridge etc.-County vehicle has County Highway Department radio for sometimes critically important communication. Also used for after hour weekend appointments.
2016 Ford F-150 4x4	Frank Lundy	54	Same as Above
2015 Ford F-150 4x4	Joey Nunnally	27	Same as Above
2012 Chevrolet Silverado 4x4	Madison Steele	68	Same as Above

County Take Home Vehicle List - April 2019

County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2018 Ford F150 Crew Cab 4x4	Mike Sharp	50	Same as Above
2018 Ford F150 Crew Cab 4x4	Adam Harville	100	Same as Above
2013 Ford F-150 4x4	Kevin Carroll	46	Same as Above
2012 Chevrolet Silverado 4x4	Pete Peterson	32	Same as Above
2015 Ford F-150 Ext Cab 4x4	Tyler Mitchell	35	Same as Above
Building Department			
2007 Ford F-150	Mike Howell	74	Due to the Building Inspectors Department being located in Foley and the Building Official living in the north end of the County, inspections can be more timely and cost effective by allowing the Building Official to take home a County vehicle, to and from the Foley office, so that inspections and County Business may be performed as needed in the north end of the County. This will help prevent sending a inspector from the Foley or Fairhope offices to the Bay Minette area and back.
Solid Waste			
2008 Ford F-150	Timothy Shiver	25	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Shivers is a first responder for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.

County Take Home Vehicle List - April 2019

County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2017 Chevy Silverado	Sherman Boutwell	82	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Boutwell is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2016 Chevy Silverado	Ed Fox	26	Mr. Fox is the Development & Environmental Assistant Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.
2016 Chevy Tahoe	Terri Graham	5	Ms. Graham is the Development & Environmental Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.

Other Elected Officials

Department:	# of Vehicles Driven Home:	Vehicle Description:	Employee:
County Commissioners	2	2015 Ford F-150 4X4 2019 Ford Explorer	Commissioner Charles Gruber Commissioner Billie Jo Underwood
Coroner	1	2015 Ford F-150 4X4	Coroner Brian Pierce
Probate Court	2	2012 Chevy Impala 2012 Chevy Tahoe	Judge Harry D'Olive Dean Mott Chief Clerk
Revenue Commission	1	2013 Ford Explorer	Revenue Commissioner Teddy J. Faust, Jr.
Sheriff	141	See below	

County Take Home Vehicle List - April 2019

County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
Sheriff			
	124 Sworn Officers		
	11 Support Personnel		
	6 Admin Personnel		

Complete Total Number of Vehicles Driven Home: 166

Baldwin County Commission

Agenda Action Form

File #: 19-1043, **Version:** 1 **Item #:** BA3

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wayne Dyess, County Administrator, Anu Gary, Administration/Records Manager
Submitted by: Michelle Howard, Administrative Specialist

ITEM TITLE
East Central Baldwin Water, Sewer and Fire Protection Authority - Board Appointments

STAFF RECOMMENDATION
As relates to the East Central Baldwin County Water, Sewer and Fire Protection Authority, take the following actions:

1) Re-appoint Mr. James (Jamie) Hardy, Jr., to Place Seat #1 as a member of the Board, for a pro-rata reduced six (6) year term, said term continuing from March 1, 2019, and expiring on March 1, 2025; and

2) Re-appoint Mr. Wayne Kelpen, to Place Seat #5, as a member of the Board, for a pro-rata reduced six (6) year term, said term continuing from March 1, 2019, and expiring on March 1, 2025.

BACKGROUND INFORMATION

Previous Commission action/date: October 3, 2017 - Last Board Appointment for James (Jamie) Hardy, Jr., and November 1, 2016 - Last Board Appointment for Wayne Kelpen by East Central Baldwin County Water, Sewer and Fire Protection Authority.

Background: The East Central Baldwin County Water, Sewer and Fire Protection Authority (Authority) is a public corporation initially established in 1987, pursuant to, and is statutorily governed by, §11-22-1, et seq., Code of Alabama 1975; further, when established, in 1987, this Authority changed its name to the "East Central Baldwin County Water and Fire Protection Authority" and in 2008 the Authority, again, changed its name to "East Central Baldwin County Water, Sewer and Fire Protection Authority." On its initial inception, the Authority was composed as a three (3) member Board of Directors and, today, by actions taken by the Authority in the late 1990's and in 2004, is composed of a five (5) member Board of Directors appointed by the Commission to serve, respectively, terms of six (6) years each. Please note that there remains "required qualifications" set forth in §11-88-6 Code of Alabama 1975 for citizens to be appointed to the Authority. The "required qualifications" are for nominees to:

1. Be a duly qualified elector (i.e. registered voter) in Baldwin County; and
2. Be a resident of that part of the service area of the Authority; and
3. Be an owner of real property in that part of the service area of the Authority; and
4. Cannot be an officer of the state, county or municipality during tenure of office.

Staff has verified that the nominees meet the above requirements. Furthermore, on this Authority, all regular appointments, and appointments to vacancies, are made by the County Commission. Lastly, there is a provision in §11-88-6 Code of Alabama 1975 which requires appointments to be made no earlier than thirty (30) days prior to the date such appointment is to be effective [i.e. the County Commission can't make appointments thirty-one (31) days or more in advance to an expiring Board Member's term]. These appointments are compliant to said law.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Mr. James (Jamie) Hardy, Jr.
19359 Steadham Lane
Robertsdale, Alabama 36567

Mr. Wayne Kelpen
21881 Peacock Lane
Robertsdale, Alabama 36567

Copy:
Mr. Carl Davis, Board Chairman
22844 County Road 87
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

EAST CENTRAL BALDWIN COUNTY WATER, SEWER AND FIRE PROTECTION AUTHORITY

22844 County Road 87
Robertsdale, Alabama 36567

General Board Information:
Appointed by Baldwin County Commission
Five (5) members, term of each member is six (6) years
Appointments must be made not earlier than thirty (30) days prior to expiration of applicable term
All members must be qualified electors of Baldwin County and not an officer of the state, county or municipality during term and a resident of and owner of real property in the service area of the Authority in Baldwin County
Compensation of Board Members: Board Members receive no compensation
Originally established in 1987 as "Rosinton Water & Fire Protection Authority" and, in 1994, changed name to "East Central Baldwin County Water and Fire Protection Authority" and, in 2008, changed name to "East Central Baldwin County Water, Sewer and Fire Protection Authority"

Statutory Authority - §11-88-1, et seq., *Code of Alabama 1975*
Further Reference - Miscellaneous Book 59, p. 1237-1245, Office of Judge of Probate of Baldwin County, Alabama
& Miscellaneous Book 78, p. 1184-1188, Office of Judge of Probate of Baldwin County, Alabama
& Instrument Number 444755, Office of Judge of Probate of Baldwin County, Alabama
& Instrument Number 650808 / Instrument Number 650809, Office of Judge of Probate of Baldwin County, Alabama
& Instrument Number 827558 / Instrument Number 827559 / Instrument Number 827560 / Instrument Number 827561 / Instrument Number 827562 / Instrument Number 1143281 / Instrument Number 1143282 / Instrument Number 1143283 / Instrument Number 1143284, Office of Judge of Probate of Baldwin County, Alabama
Further Reference – See Resolutions of the Baldwin County Commission as adopted on March 19, 1987; April 19, 1994; July 7, 1998; February 19, 2002; June 15, 2004; and September 16, 2008

PLACE	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
#1	James (Jamie) Hanson Hardy, Jr. 19359 Steadham Lane Robertsdale, AL 36567	Appointed 10/03/2017 to the vacant place seat formerly held by Alton Givens for a pro-rata reduced term, said term commencing 10/17/2017	6 years	03/01/2019
#2	Cheryl Russell 27191 County Road 71 Robertsdale, AL 36567	Re-appointed 07/19/2016 term continuing from 03/01/2015	6 years	03/01/2021
#3	Carl Davis 25281 Coopers Cemetery Road Robertsdale, AL 36567	Re-appointed 03/21/2017, term continuing from 03/01/2017	6 years	03/01/2023
#4	Gaye Appelman 27275 Glass Road Robertsdale, AL 36567	Appointed 03/21/2017 to the place seat formerly held by Alton Hankins III for a pro-rata reduced term 03/21/2017 Accepted the resignation of Alton Hankins III (02/2017) and thanked him for his prior civic service	6 years	03/01/2023
#5	Wayne Kelpen 21881 Peacock Lane Robertsdale, AL 36567	Appointed 11/01/2016 to the place seat formerly held by Craig Smith for a pro-rata reduced term 11/01/2016 Accepted the resignation of Craig Smith, effective 10/05/2016 and thanked him for his service	6 years	03/01/2019

*THESE APPOINTMENTS ARE TO END AT 12:00 NOON
**INITIAL TERM IS STAGGERED. WHEN RE-ELECTED OR SOMEONE ELSE ELECTED, TERM SHALL BE 6 YEARS. THE APPOINTMENT OF THESE 2 ADDITIONAL BOARD MEMBERS IS A RESULT OF THE BCC AGREEING ON 7/1/97 TO INCREASE THE BOARD OF DIRECTORS FROM 3 TO 5.

REVISED: 10/03/2017 akg

EAST CENTRAL BALDWIN COUNTY
WATER, SEWER AND FIRE PROTECTION AUTHORITY

22844 County Road 87
Robertsdale, AL 36567

Phone 251-942-1242 E-mail ecbc@gulftel.com FAX 251-942-1459

March 26, 2019

Commissioner Billie Jo Underwood
312 Courthouse Square
Bay Minette, AL 36537

Dear Commissioner Underwood:

At our Board meeting March 20, one of the items on our agenda was the March 1, 2019, expiration of the terms of directors Wayne Kelpen and James "Jaime" Hardy, Jr. They were polled as to whether they would continue to serve if reappointed by the Baldwin County Commission, and both Mr. Kelpen and Mr. Hardy answered in the affirmative.

Wayne has been a member of our Board since November 1, 2016. He owns his home which is located in our service area at 21881 Peacock Drive, Robertsdale. He retired from Delta Airlines and his knowledge and experience as an aircraft, large engine and aviation industry maintenance and repair professional has been very beneficial to this Water Utility. Jaime owns his home located in our service area at 19359 Steadham Lane, Robertsdale, Alabama, and he was appointed to our Board October 17, 2017. He is a CPA and financial consultant and his professional experience in these areas are most helpful to this Water Authority. Both of these directors are enthusiastic, effective Board members.

In addition to the present growth taking place in our service area, we are hearing about and anticipating the possibility of other developments; and the contributions each of these directors could bring to this Water Authority would be valuable during a period of future growth.

The resolution adopted by the Board at its March 20, 2019, meeting approving their reappointment is attached. We respectfully request that the Baldwin County Commission appoint both Wayne Kelpen and James "Jaime" Hardy, Jr. to six-year terms on our Board of Directors.

Very truly yours,

Carl Davis
Board Chairman

Attachment

RESOLUTION

Of Board of Directors
East Central Baldwin County Water,
Sewer and Fire Protection Authority

A meeting of the Board of Directors was held March 20, 2019, at 8:00 a.m. at its corporate headquarters located at 22844 Co. Rd. 87, Robertsdale, AL 36567. Present were directors Carl Davis, Wayne Kelpen, Gaye Meijer, James "Jaime" Hardy, Jr. and Cheryl Russell and general manager Ryan Frolik. The Chairman, Carl Davis, called the meeting to order. Wayne Kelpen served as secretary.

Chairman Davis referred the Board to Item 12 on the Board's agenda pertaining to the expiration of the terms of directors Wayne Kelpen and Jaime Hardy on March 1, 2019. It was the opinion of the other directors that both men should continue to serve an additional term and the Chairman asked Mr. Kelpen and Mr. Hardy if they would remain on the Board if reappointed by the Baldwin County Commission. Both responded affirmatively.

Chairman Davis asked if there was a motion, and Gaye Meijer moved as follows:

> RESOLVED, that Chairman Davis write the Baldwin County Commission to request that Wayne Kelpen and James "Jaime" Hardy, Jr. be appointed to six-year terms on the Board of Directors of the East Central Baldwin County Water, Sewer and Fire Protection Authority; and
>
> FURTHER RESOLVED, that a copy of this Resolution be attached to said letter for the Baldwin County Commission's consideration.

Cheryl Russell seconded Gaye Mijer's motion and it passed by unanimous consent of the Board.

Carl Davis, Chairman of the Board

Date: March 20, 2019

East Central Baldwin County
Water, Sewer and Fire Protection Authority
Directors' Terms of Office
at February 14. 2019

Name	Appointed / Re-appointed	Term Expires
Carl Davis Vice-Chairman	Appointed to the seat formerly held by Jim Burkett for a prorata reduced six (6) year term commencing 9/20/16, and expiring 3/1/17; reappointed to new 6-year term beginning 3/1/17 & expiring 3/1/23	03/01/2023
James "Jamie" Hardy, Jr. Vice Chairman	Appointed to the seat (Place Seat #1) formerly held by Alton Givens, for a pro-rata reduced six (6) year term commencing Oct. 17, 2017, and expiring on March 1, 2019	03/01/2019
Wayne Kelpen Secretary/Treasurer	Appointed to Board Nov. 1, 2016, to the seat formerly held by Craig Smith for a pro-rata reduced six (6) year term, said term expiring on March 1, 2019.	03/01/2019
Cheryl Russell	Appointed 03/07/13 to serve remainder of Roger Rabren's term which expired 03/01/15. Reappointed to 6-year term, said term continuing from 03/01/15 and expiring 03/01/21.	03/01/2021
Gaye Meijer	Appointed to Seat #4 formerly held by Alton Hankins, III, for a pro-rata reduced 6-year term commencing 3/21/17 and expiring 3/1/2023.	03/01/2023

Appointments end at 12:00 noon. Initial terms are staggered. When re-elected or new member elected, term is six years. Number of directors increased to five per an amendment to the Articles of Incorporation.

EAST CENTRAL BALDWIN COUNTY
WATER, SEWER AND FIRE PROTECTION AUTHORITY
22844 County Road 87
Robertsdale, AL 36567
Phone 251-942-1242 E-mail ecbc@gulftel.com FAX 251-942-1459

BOARD OF DIRECTORS
February 14, 2019

Carl Davis
Chairman
25281 Cooper's Cemetery Rd
Robertsdale, AL 36567
Cell 251-421-4178
Home 947-2557
E-mail cdavis@alfains.com
ALFA 947-7761 (Ruth)

James "Jamie" Hardy, Jr.
Vice Chairman
Hardy Brock Consulting, PC
P.O. Box 2617
21530 Professional Dr. Suite G
Robertsdale, AL 36567
Cell 978-6820
Office 251-405-3100
Fax 251-308-1655

Wayne Kelpen
Secretary / Treasurer
21881 Peacock Dr.
Robertsdale, AL 36567
Cell 770-815-6719
Home 964-2015
E-mail kwkelpen@yahoo.com

Gaye Meijer
27275 Glass Road
Robertsdale, AL 36567
Cell 251-269-4365
RV Park 947-9530
E-mail g.appel77@hotmail.com

Cheryl Russell
27191 Co. Rd. 71
Robertsdale, AL 36567
Cell 978-2852
E-Mail Cheryl@gulftel.com
Fax 964-7125

Baldwin County Commission

Agenda Action Form

File #: 19-1062, **Version:** 1 **Item #:** BA4

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wayne A. Dyess, County Administrator
Submitted by: Keri E. Green, Administrative Support Specialist

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ITEM TITLE
Rental of a Tent for the Annual Law Enforcement Memorial Event on May 14, 2019

STAFF RECOMMENDATION
Authorize the expenditure of $950.00 from budget line item 51105.5290 to rent a 40'x60' tent from A Grand Affair for the Baldwin County Sheriff's Office Annual Law Enforcement Memorial Event on May 14, 2019, at 10:00 a.m., at the Law Enforcement Memorial Park in Robertsdale.

BACKGROUND INFORMATION

Previous Commission action/date: May 1, 2018 - Approved the authorization of the expenditure of $900.00 for the rental of a 40'x60' tent from A Grand Affair for the Baldwin County Sheriff's Office Annual Law Enforcement Memorial Event on May 16, 2018.

Background: The Baldwin County Sheriff's Office will host their Annual Law Enforcement Memorial Event on May 14, 2019, at 10:00 a.m., taking place at the Law Enforcement Memorial Park in Robertsdale. This annual event honors law enforcement officers for their service.

FINANCIAL IMPACT

Total cost of recommendation: $950.00

Budget line item(s) to be used: 51105.5290

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:
Notify the following by email after Commission Approval:

Sheriff Hoss Mack
Chief Deputy Anthony Lowery
Major Jimmy Milton
Major Steve Arthur
Captain Tony Nolfe
Captain Greg Thicklin
Captain Clint Cadenhead
Keri Green, Administrative Support Specialist, Central Annex

Keri Green will generate a requisition to Purchasing Department for a purchase order for tent rental from A Grand Affair and will coordinate with BCSO and A Grand Affair.

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

Additional instructions/notes: N/A

From:	Jimmy Milton
To:	Keri Green
Cc:	Tony Nolfe; Anu Gary; Monica Taylor; Miranda N. McKinnon; Victoria Key; Michelle Howard; Tawanda Gulley; Hoss H. Mack; Anthony Lowery; Clint Cadenhead; Stephen Arthur; Greg Thicklin
Subject:	Re: Law Enforcement Memorial Event
Date:	Monday, March 25, 2019 10:23:56 AM

Morning Keri,

Yes we will need the same tent as last year. The date will be May 14, 2019 from 10a until 12p.

Please have them place the tent in the same location as last year, south end of Invetigation Command building.

Thanks

Assistant Chief Deputy
Jimmy L. Milton
NA 243

On Mar 25, 2019, at 11:16 AM, Keri Green <KEGREEN@baldwincountyal.gov> wrote:

> Good morning,
>
> I wanted to touch base with you to see if the Sheriff's Office will be needing a tent rented this year for the Annual Law Enforcement Memorial Event. If so, I will begin preparations for it. Please let me know the following information:
>
> - Date and time of the event
> - Did the 40'x60' tent that was rented last year meet your needs?
>
> Please let me know if there is anything further that I can do to assist you with this.
>
> Thank you,
>
> *Keri Green*
> Administrative Support Specialist III
> Baldwin County Commission
> 22251 Palmer Street
> Robertsdale, Alabama 36567
> ☎office: 251-972-8555 ☎fax: 251-972-8503
> ✉ email: kegreen@baldwincountyal.gov
>
> Click here for the Baldwin County Commission Website

A GRAND AFFAIR

PARTY RENTAL CENTER
(251)943-8188
www.agrandaffairpartyrental.com
agrandaffairpartyrental@gmail.com

EQUIPMENT/ JOB QUOTE

QUOTED BY : LORETTA MARQUEZ / SHANA GAUCI

DAY / DATE : TUESDAY, 3-26-19

QUOTE EXPIRES

N/A

LAW ENFORCEMENT MEMORIAL	TUESDAY, 5-14-19	ROBERTSDALE, AL
EVENT TITLE	**EVENT DATE(S)**	**EVENT LOCATION**

TO : **BALDWIN COUNTY COMMISSION / KERI GREEN**
312 COURTHOUSE SQUARE SUITE 11
BAY MINETTE, AL 36507

PHONE : 251-937-0267

EMAIL : kegreen@baldwincountyal.gov

****** NOTE ******

THIS QUOTE DOES NOT CONSTITUTE A RENTAL AGREEMENT/CONTRACT BETWEEN EITHER PARTY. NO RENTAL ITEM MAY BE RESERVED BASED ON SAID QUOTE. MAKE YOUR DECISION PROMPTLY & VERIFY EQUIPMENT AVAILABILITY. A SIGNED/DATED RENTAL AGREEMENT/CONTRACT & RESERVATION DEPOSIT IS REQUIRED TO RESERVE RENTAL EQUIPMENT. SEE PAYMENT TERMS BELOW.

ITEM DESCRIPTION (IDENTIFY ITEMS TO BE USED ON BEACH)	QUANTITY	PRICE
TENT, 40 X 60 POLE INSTALLED ON LAWN	1	800.00
NOTE:		
REGULAR PRICE FOR THIS JOB IS $1,205.00.		
A GRAND AFFAIR WILL DO THIS JOB FOR $950.00 THAT IS		
A DISCOUNT OF $255.00.		

DELIVERY DAY / DATE / TIME : MONDAY 5-13-19 TBD

PICK-UP DAY / DATE / TIME : TUESDAY 5-14-19 AFTER EVENT

PAYMENT TERMS : PAYMENT DATES ARE ACCORDING TO TERMS SET UP BY THE COMMISSION. $950.00 IS PAYMENT DUE.

TOTAL (RENTAL EQUIPMENT)	800.00
DELIVERY / PICK-UP	75.00
AFTER HOURS DELIVERY / PICK-UP	N/A
LABOR (SET-UP)	100.00
LABOR (BREAKDOWN)	100.00
CLEANING	120.00
ADMINISTRATION FEE	10.00
SUBTOTAL	1205.00
10 %	EXEMPT
TOTAL	**1205.00-255.00=$950.00**

Baldwin County Commission

Agenda Action Form

File #: 19-1034, **Version:** 1 **Item #:** BA5

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wayne Dyess, County Administrator;
Anu Gary, Administration/Records Manager
Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE
Request to Abandon a Cemetery - Rice Family Cemetery, Summerdale, Baldwin County, Alabama

STAFF RECOMMENDATION
Pursuant to authority provided in §11-47-60 of Code of Alabama 1975, adopt Resolution #2019-072 of the Baldwin County Commission which grants the Baldwin County Commission's consent as to the abandonment, in whole, of the Rice Family Cemetery, located in Summerdale, Baldwin County, Alabama, said consent related to a request made by Charlotte R. Pettis f/k/a Charlotte R. Lemaster, through an instrument entitled Declaration of Abandonment of Rice Family Cemetery, a Private Cemetery (dated April 10, 2019, and filed with the County Commission on April 11, 2019).

BACKGROUND INFORMATION

Previous Commission action/date: See below.

Background:

PREVIOUS COMMISSION ACTION TAKEN RELATED TO RICE FAMILY CEMETERY:

On February 6, 2015, Administration Department received a Petition for the Establishment of Rice Family Cemetery in Summerdale, Baldwin County, Alabama. The petition was filed at the Judge of Probate Office on February 3, 2015, by Charles H. Rice and Sammie W. Rice. The property is located at 16641 County Road 73 in Summerdale (Baldwin County), Alabama.

Former Commissioner, Tucker Dorsey (District 3), visited the proposed cemetery site and recommended approval of the petition.

February 18, 2015 - Petition for Establishment of Rice Family Cemetery, Summerdale, Baldwin County, Alabama

Take the following actions:

1) Waive Baldwin County Commission Policy #2.7 - Licensing of Cemeteries, pursuant to an email from the Alabama Department of Public Health, dated December 30, 2011, which recognizes that a family burial plot on an individual's private property is not to be considered a cemetery for the purpose of regulation under Section 22-20-4, Code of Alabama 1975, unless the County or municipality has promulgated an ordinance that may include family burial plots within the definition of a cemetery; and

2) Pursuant to the request from the Judge of Probate Office to consider a Petition for Establishment of Rice Family Cemetery (Petition), submitted by Charles H. Rice and Sammie W. Rice, owners of the real property upon which the proposed cemetery will be situated, approve the establishment of a family cemetery on the property of Charles H. Rice and Sammie W. Rice, in Summerdale, Baldwin County, Alabama, said family cemetery to be located consistent with said Petition. The property is located at 16641 County Road 73, Summerdale, Alabama; and

3) Authorize the Chairman to execute any and all necessary documents and/or orders related to the Baldwin County Commission's approval to establish the Rice Family Cemetery.

The Judge of Probate issued the Order Granting License to Establish Private Cemetery for the Rice Family Cemetery on March 4, 2015.

March 17, 2015 - Order Granting License to Establish Private Cemetery - Rice Family Cemetery, Summerdale, Baldwin County, Alabama

Memorialize for the record, the Order Granting License to Establish Private Cemetery (Case No.31876) from the Baldwin County Judge of Probate, dated March 4, 2015, granting a license to Charles H. Rice and Sammie W. Rice, owners of the real property upon which the proposed cemetery will be situated, to establish a private cemetery on the property of Charles H. Rice and Sammie W. Rice, in Summerdale, Baldwin County, Alabama, said family cemetery to be located at 16641 County Road 73, Summerdale (Baldwin County), Alabama, and to be known as "Rice Family Cemetery."

INFORMATION ON THE CURRENT REQUEST TO ABANDON THE RICE FAMILY CEMETERY:

Ms. Charlotte R. Pettis f/k/a Charlotte R. Lemaster is the daughter of Mr. Charles H. Rice who established the Rice Family Cemetery in 2015. Her father has since passed, and Ms. Pettis is the sole owner of the property in question. According to Ms. Pettis, no one has ever been buried at the family cemetery, and it will not be used as a cemetery in the future.

Ms. Pettis' legal counsel, Mary E. Murchison, with Murchison and Newcomb, LLC, has filed with the Commission, a "Declaration of Abandonment of Rice Family Cemetery, a Private Cemetery" on March 19, 2019.

Ms. Pettis has declared, as found in the instrument entitled "Notice of Declaration of Abandonment of Lands for Cemetery Purposes and of Intention to Remove the Human Bodies Interred Therein,"

dated December 17, 2018, and filed with the Commission on March 19, 2019, that no human remains have been interred in the Rice Family Cemetery and that no provision is necessary to be made for the removal of any human remains.

A resolution has been prepared by Ms. Pettis' counsel, Ms. Murchison, to accomplish the consent being provided by the Baldwin County Commission regarding this matter.

STAFF NOTE: Due to corrections to the above documents since the agenda item was presented at the April 9, 2019, BCC Work Session, Ms. Pettis has re-signed both documents, which are now dated April 10, 2019. The corrected documents were re-filed with the Commission on April 11, 2019. The Commission's Resolution 2019-072 reflects the same revisions.

It should be noted that after the Baldwin County Commission grants its consent as to the abandonment of the Rice Family Cemetery, Ms. Pettis must accomplish a public advertisement for a period of time as well as make public postings in order to fulfill the process set forth at §11-47-60 through §11-47-74 of the Code of Alabama 1975. There are no public advertisement or notification requirements that need to be accomplished by the Baldwin County Commission.

GENERAL INFORMATION ON CEMETERY ABANDONMENT:

According to the records of the Baldwin County Commission, the Commission has received only one request in the past for the abandonment of a cemetery in unincorporated Baldwin County. On February 3, 2009, the Baldwin County Commission granted the Commission's consent to abandon the Ethridge Family Cemetery in North Baldwin County.

The processes related to the abandonment of a cemetery within the jurisdiction of an Alabama municipality and Alabama county are found at §11-47-60 through §11-47-74 of the Code of Alabama 1975. The aforementioned Alabama law also provides for the methods of removal and reinternment of human remains upon the abandonment of a cemetery.

If a cemetery is located in unincorporated Baldwin County, the consent for abandonment of said cemetery must be made by the Baldwin County Commission.

Staff does not have a way to determine for certain if human remains were ever buried in the Rice Family Cemetery other than asking for this information from the family who currently owns the property, which declaration was signed by the property owner, Ms. Pettis, on April 10, 2019, stating that no human remains have been buried in said cemetery.

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: County Attorney David Conner

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Department

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

Ms. Charlotte R. Pettis (via U.S. Mail)
c/o Mary E. Murchison, Esq.
Murchison and Newcomb, LLC
P. O. Box 2149
Foley, Alabama 36536

The Honorable Harry D'Olive (via Courier)
Judge of Probate
Baldwin County Probate Office

Camilla English
Environmental Supervisor
Baldwin County Health Department
PO Box 369
Robertsdale, Alabama 36567

Via Email: Camilla.English@adph.state.al.us

Cc: Vince Jackson, Planning Director (via email)
Joey Nunnally, County Engineer (via email)

Additional instructions/notes: N/A

RESOLUTION #2019-072 OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, FOR THE ABANDONMENT OF THE RICE FAMILY CEMETERY

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, on the 3rd day of February, 2015, there was filed with the Baldwin County Commission and the Honorable Tim Russell, Judge of Probate of Baldwin County, Alabama, an Application for Establishment of Private Cemetery, pursuant to Code of Alabama, §22-20-4 (1975), for the location and establishment of a private cemetery to be known as the **RICE FAMILY CEMETERY**; and

WHEREAS, by resolution adopted on 18th day of February, 2015, the Baldwin County Commission approved said application, as is set forth in the minutes of that same day in the records of the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission, on March 17, 2015, approved an instrument entitled Order Granting License to Establish a Private Cemetery with regard to the RICE FAMILY CEMETERY issued by the Honorable Tim Russell, Judge of Probate of Baldwin County, Alabama, on March 4, 2015, and recorded as Instrument number 1502417 as is set forth in the Minutes of the March 17, 2015, Baldwin County Commission Regularly Scheduled Meeting, in the records of the Baldwin County Commission; and

WHEREAS, A Warranty Deed was executed by all the heirs at law of **CHARLES H. RICE** and **SAMMIE W. RICE**; **CHARLOTTE R. PETTIS,** f/k/a **CHARLOTTE R. LEMASTER, BONITA RICE CRIST**, and **MARY ELIZABETH SPEARS** dated September 1, 2017, and recorded as instrument No.1653795, conveying all of the real property described herein above to **CHARLOTTE R. PETTIS,** f/k/a **CHARLOTTE R. LEMASTER** is recorded in the office of the Judge of Probate, Baldwin County, Alabama; and,

WHEREAS, the Deed dated the 1st day of September, 2017, in Instrument No. 1653795 conveyed the below described property to **CHARLOTTE RICE PETTIS** a/k/a **CHARLOTTE RICE LEMASTER**, (see Property Sketch and Legal Description of Property as Exhibit "A") which land was described the **RICE FAMILY CEMETERY** by Order of the Honorable Tim Russell Judge of Probate in his Order dated 4th day of March 2015, and recorded as Instrument No. 1502417 in which deed real property upon which the cemetery is licensed is described as follows, to-wit:

> Commencing at a railroad spike found at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 5, Township 7 South, Range 4 East, Baldwin County, Alabama, run South 89E 59' 45" West a distance of 40 feet to a point of the on the West Right of Way Line of Baldwin County Road No. 73; run thence North 00E 08' 35" East, along said West Right of Way Line of Baldwin County Road No. 73 a distance of 15 feet to a point, run thence South 89E 59' 45" West a distance of 330.44 feet to a point; thence run North 00E 08' 35" East a distance of 50 feet to a point; run thence South 89E 59' 45" West a distance of 50 feet for the point of beginning of the property herein described; continue thence south 89E 59' 45" West a distance of 25 feet to a point; run thence North 00E 08' 35" East a distance of 65 feet to a point; run thence North 89E 59' 45" East of 25

feet to a point; run thence South 00E 08' 35" West a distance of 65 feet to the Point of Beginning containing 1625 square feet.

DESCRIPTION OF A 50-FOOT BUFFER

Commencing at railroad spike found at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 5, Township 7 South, Range 4 East Baldwin County, Alabama, run South 89E 59' 45" West a distance of 40 feet to a point of the West Right of Way line of Baldwin County 73, thence run North 00E 08' 35" East along said Right of Way of Baldwin County 73 a distance of 15 feet to a point; run thence South 89E 59' 45" West a distance of 330.44 feet to the point of beginning of the property herein described; continue thence South 89E 59' 45" West a distance of 125 .00 feet to a point; thence South 00E 08' 35" West a distance of 165 feet to a point; thence South 89E 59' 45" East 125.00 to a point; thence North 00E 08' 35" South 165 feet to the point of beginning; containing 19,000 square feet.

WHEREAS, the above described property is outside the corporate limits of any municipality and **CHARLOTTE RICE PETTIS** a/k/a **CHARLOTTE RICE LEMASTER**, who is the sole owner of all of the real property upon which the **RICE FAMILY CEMETERY** and the fifty-foot buffer around said Cemetery together with any easement thereto, represents to the Baldwin County Commission by and through an instrument entitled Declaration of Abandonment of Rice Family Cemetery, a Private Cemetery, as dated the 10th day of April, 2019, that no lots or parcels in said cemetery have been sold or conveyed by the said owners to any person, firm, or corporation, that no human remains have been buried in said cemetery and that the undersigned sole owner of the **RICE FAMILY CEMETERY** has determined to declare for the abandonment in whole of such cemetery as burial place for the human dead, the fifty-foot buffer surrounding said cemetery and of any easement of ingress and egress thereto; and

WHEREAS, based upon the aforesaid representations by **CHARLOTTE RICE PETTIS** a/k/a **CHARLOTTE RICE LEMASTER**, as sole owner of the **RICE FAMILY CEMETERY** and said fifty-foot buffer surrounding said cemetery, together with any easement thereto, because no human remains have been interred in the **RICE FAMILY CEMETERY**, either before or after its establishment, that no provision is necessary to be made for the removal of any human remains therefrom; and

WHEREAS, pursuant to the authority of Code of Alabama, §11-47-60 (1992 Repl. Vol.) **CHARLOTTE RICE PETTIS** a/k/a **CHARLOTTE RICE LEMASTER**, as sole owner of the RICE FAMILY CEMETERY together with the fifty-foot buffer and the easement thereof did declare for the abandonment in whole of the **RICE FAMILY CEMETERY** hereinabove described and did request the consent of the Baldwin County Commission to the abandonment of said cemetery.

NOW, THEREFORE, BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, pursuant to the authority provided at Code of Alabama, §11-47-60 (1992 Repl. Vol.), we hereby grant said request and CONSENT to the abandonment, in whole, of the **RICE FAMILY CEMETERY** and the fifty-

foot buffer surrounding said cemetery described within this Resolution #2019-072.

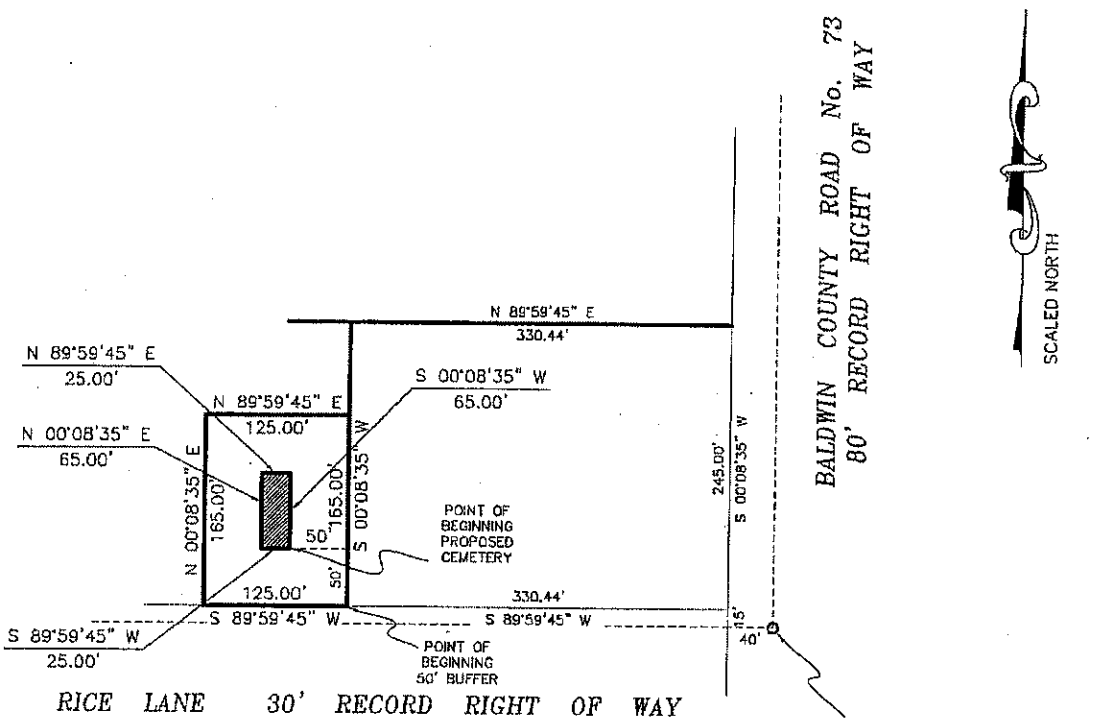
DONE, under the Seal of the Baldwin County Commission as affixed at the County Seat in Bay Minette, Alabama, on this the _____ day of _____, 20____.

_____
CHARLES F. GRUBER, Chairman
Baldwin County Commission

I, Wayne A. Dyess, the Clerk/County Administrator of the County Commission of Baldwin County, Alabama, certify that the above and foregoing is a true and correct transcript of the Resolution #2019-072 duly adopted by the County Commission of Baldwin County, Alabama, during its regular meeting held on the ____ day of _____, 20___.

Given under my hand and official seal on this the _____ day of _____, 20___.

_____
WAYNE A. DYESS
Clerk of the County Commission and
County Administrator
Baldwin County, Alabama



DESCRIPTION FOR PROPOSED FAMILY CEMETERY:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA, RUN SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST A DISTANCE OF 40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD No. 73; RUN THENCE NORTH 00 DEGREES 08 MINUTES 35 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD No. 73 A DISTANCE OF 15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RICE LANE; RUN THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF RICE LANE, A DISTANCE OF 330.44 FEET TO A POINT; RUN THENCE NORTH 00 DEGREES 08 MINUTES 35 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT; RUN THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; CONTINUE THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF RICE LANE, A DISTANCE OF 25.00 FEET TO A POINT; RUN THENCE NORTH 00 DEGREES 08 MINUTES 35 SECONDS EAST A DISTANCE OF 65.00 FEET TO A POINT; RUN THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS EAST A DISTANCE OF 25.00 FEET TO A POINT; RUN THENCE SOUTH 00 DEGREES 08 MINUTES 35 SECONDS WEST A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; CONTAINING 1625 SQUARE FEET.

DESCRIPTION FOR 50-FOOT BUFFER:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA, RUN SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST A DISTANCE OF 40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD No. 73; RUN THENCE NORTH 00 DEGREES 08 MINUTES 35 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD No. 73 A DISTANCE OF 15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RICE LANE; RUN THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF RICE LANE, A DISTANCE OF 330.44 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; CONTINUE THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF RICE LANE, A DISTANCE OF 125.00 FEET TO A POINT; RUN THENCE NORTH 00 DEGREES 08 MINUTES 35 SECONDS EAST A DISTANCE OF 165.00 FEET TO A POINT; RUN THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS EAST A DISTANCE OF 125.00 FEET TO A POINT; RUN THENCE SOUTH 00 DEGREES 08 MINUTES 35 SECONDS WEST A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING; CONTAINING 19,000 SQUARE FEET.

EXHIBIT A

NOTES:

THIS SKETCH IS BASED ON SURVEYS PERFORMED BY THIS FIRM AND INFORMATION AVAILABLE FROM THE BALDWIN COUNTY PROBATE RECORDS OFFICE.

THIS IS NOT A BOUNDARY SURVEY

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NO PART OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESS WRITTEN CONSENT OF F. WILLIAM RABER

SECTION 5 , T- 7 -S, R- 4 -E
BALDWIN COUNTY, ALABAMA

SCALE:	DRAWN BY:	DATE:
1" = 100'	FWR	01/26/2015

RABER SURVEYING
14613-A RABER ROAD
SUMMERDALE, ALABAMA 36580
PHONE: (251) 975-7525
FAX: (866) 615-3653
email: fwraber@gmail.com
QUALITY ~ INTEGRITY

PROPERTY SKETCH FOR:

CHARLES RICE

PROJ NUMBER:	REF NUMBER:	DWG NUMBER:
130809	060904	130908-H.DWG

DECLARATION OF ABANDONMENT OF
RICE FAMILY CEMETERY, A PRIVATE CEMETERY

KNOW ALL PERSONS BY THESE PRESENTS: That, WHEREAS, on March 4, 2015, **CHARLES H. RICE** and **SAMMIE W. RICE** after having filed an Application for Establishment of a Private Cemetery, pursuant to Code of Alabama § 22-20-4 (1975), for the location of and establishment of a private cemetery to be known as the Rice Family Cemetery and said request having been approved by the Baldwin County Commission and the Honorable Tim Russell, Judge of Probate of Baldwin County, Alabama, acknowledging having received the Resolution approving said Application issued a License to establish said private cemetery on that date, a copy of which is attached establishing said cemetery (a copy of said license, recorded as Instrument No. 1502417, recorded in the Office of the Judge of Probate, Baldwin County Alabama is attached hereto for reference) on the following described real property situated in Baldwin County Alabama, to-wit:

Commencing at a railroad spike found at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 5, Township 7 South, Range 4 East, Baldwin County, Alabama, run South 89° 59' 45" West a distance of 40 feet to a point of the on the West Right of Way Line of Baldwin County Road No. 73; run thence North 00° 08' 35" East, along said West Right of Way Line of Baldwin County Road No. 73 a distance of 15 feet to a point, run thence South 89° 59' 45" West a distance of 330.44 feet to a point; thence run North 00° 08' 35" East a distance of 50 feet to a point; run thence South 89° 59' 45" West a distance of 50 feet for the point of beginning of the property herein described; continue thence south 89° 59' 45" West a distance of 25 feet to a point; run thence North 00° 08' 35" East a distance of 65 feet to a point; run thence North 89° 59' 45" East of 25 feet to a point; run thence South 00° 08' 35" West a distance of 65 feet to the Point of Beginning containing 1625 square feet.

DESCRIPTION OF A 50-FOOT BUFFER

Commencing at railroad spike found at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 5, Township 7 South, Range 4 East Baldwin County, Alabama, run South 89° 59' 45" West a distance of 40 feet to a point of the West Right of Way line of Baldwin County 73, thence run North 00° 08' 35" East along said Right of Way of Baldwin County 73 a distance of 15 feet to a point; run

thence South 89° 59' 45" West a distance of 330.44 feet to the point of beginning of the property herein described; continue thence South 89° 59' 45" West a distance of 125 .00 feet to a point; thence South 00° 08' 35" West a distance of 165 feet to a point; thence South 89° 59' 45" East 125.00 to a point; thence North 00° 08' 35" South 165 feet to the point of beginning; containing 19,000 square feet.

WHEREAS, by resolution adopted on February 18, 2015, the Baldwin County Commission approved the application for the Declaration at a regular meeting of the commission as is set forth in the minutes for that self same day in the records of the Baldwin County Commission and ;

WHEREAS, having received a copy of said Resolution, the Honorable Tim Russell, Judge of Probate on March 4th, 2015 did by Order issue a License to Establish a Private Cemetery to the said **CHARLES H. RICE** and **SAMMIE W. RICE** on the above described property, and

WHEREAS, A Warranty Deed was executed by all the heirs at law of **CHARLES H. RICE** and **SAMMIE W. RICE**; **CHARLOTTE R. PETTIS,** f/k/a **CHARLOTTE R. LEMASTER, BONITA RICE CRIST**, and **MARY ELIZABETH SPEARS** dated September 1, 2017, and recorded as instrument No.1653795, conveying all of the real property described herein above to **CHARLOTTE R. PETTIS,** f/k/a **CHARLOTTE R. LEMASTER** is recorded in the office of the Judge of Probate, Baldwin County, Alabama; and,

WHEREAS, no lots or parcels have been sold by either the said **CHARLES H. RICE** and/or **SAMMIE W. RICE** or **CHARLOTTE R. PETTIS** f/k/a **CHARLOTTE R. LEMASTER, BONITA RICE CRIST**, or **MARY ELIZABETH SPEARS** to any person, firm, or corporation. That no human remains have been interred in the **RICE FAMILY CEMETERY**, that the owner **CHARLOTTE R. LEMASTER** n/k/a **PETTIS**, current sole owner of the **RICE FAMILY CEMETERY** has determined to declare for the abandonment in whole of such cemetery as a burial place for the human dead together with the buffer of fifty feet described in the aforementioned License and described herein; and

WHEREAS, because no human remains have been interred in the **RICE FAMILY CEMETERY**, either before or after its establishment, that no provision is necessary for the removal of any human remains therefrom.

NOW, THEREFORE, pursuant to the authority of Code of Alabama, §11-47-60 (1975) the undersigned, **CHARLOTTE R. PETTIS** f/k/a **CHARLOTTE R. LEMASTER**, being the sole owner of all the the real property within said cemetery and the fifty foot buffer, does hereby declare for the abandonment in whole of the Rice Family Cemetery, together with the fifty foot buffer as described in said License of Cemetery and hereinabove, and does hereby request the consent of the Baldwin County Commission to the abandonment of said cemetery and the said fifty foot buffer surrounding the same.

That the undersigned does hereby respectfully request the Baldwin County Commission to give notice of the present Declaration of Abandonment of **RICE FAMILY CEMETERY**, a Private Cemetery, together with the fifty foot buffer in the manner set forth in the Code of Alabama,§11-47-61and 62 (1975) and following such notice, to set this matter for hearing before the Baldwin County Commission, and at said hearing to grant its consent and approval of the said Declaration of Abandonment of **RICE FAMILY CEMETERY**, A Private Cemetery, and the fifty foot buffer described herein and in the License to Establish Private Cemetery as heretofore approved by Resolution of the Baldwin County Commission recommending the granting of said petition.

WITNESS my hand and seal this 10 day of April 2019.

Charlotte R Pettis

CHARLOTTE R. PETTIS
f/k/a **CHARLOTTE R. LEMASTER**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a notary public in and for said state and county, do hereby certify that **CHARLOTTE R. PETTIS** f/k/a **CHARLOTTE R. LEMASTER**, whose name is signed to the foregoing power of attorney and who is known to me, acknowledged before me on this day that, being informed of the contents of the said power of attorney, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 10th day of April, 2019.

Carol Booth
NOTARY PUBLIC
My commission expires: 1/20/20

(SEAL)

NOTICE OF DECLARATION OF ABANDONMENT OF LANDS FOR CEMETERY PURPOSES AND OF INTENTION TO REMOVE THE HUMAN BODIES INTERRED THEREIN

TO ALL PERSONS INTERESTED IN THE RICE FAMILY CEMETERY, a private cemetery, heretofore established in Baldwin County Alabama pursuant to Code of Alabama, §22-20-4 (1975) take notice that, on the 10th day April, 2019, **CHARLOTTE R. PETTIS** f/k/a **CHARLOTTE R. LEMASTER**, did declare the abandonment of said cemetery by filing a declaration thereof with the Baldwin County Commission, seeking the consent and approval of the said Baldwin County Commission of said abandonment; and that in said declaration the said **CHARLOTTE R. PETTIS** f/k/a **CHARLOTTE R. LEMASTER** did declare that she was the sole owner of all of the said cemetery, including the fifty foot buffer declared in the License of said cemetery; that no lots or parcels of land in said cemetery having been sold or conveyed by them to any person, firm, or corporation; that there were no human remains buried in said cemetery and that it was not otherwise necessary to provide for the removal of any such human remains from said cemetery; and that the present notice is given pursuant to Code of Alabama §§ 11-47-61 and 62 (1975).

Charlotte R Pettis

CHARLOTTE R. PETTIS f/k/a **CHARLOTTE R. LEMASTER**, Declarant and Sole Owner

COUNSEL FOR DECLARANT
Mary E. Murchison
MURCHISON and NEWCOMB, L. L.C.
P.O. BOX 2149
Foley AL 36536

Heirs

271,200

The State of Alabama
Baldwin County

Book_____Page_____

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 10/ 5/2016 11:31 AM
DEED TAX $ 271.50
TOTAL $ 284.50
2 Pages

1506720

WARRANTY DEED

KNOW ALL NEW BY THESE PRESENTS, That in consideration of Ten ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION to the undersigned grantor in hand paid by the grantees herein, the receipt whereof is acknowledged Sammie W. Rice and Charles H Rice (herein referred to as GRANTOR), do grant, bargain , sell, and convey unto Charlotte Rice LeMaster, Bonita Rice Crist and Mary Elizabeth Spears, daughters, (herein referred to as GRANTEE), for and during his live and right of reversion, the following described resale state situated in Baldwin County, Alabama, to-wit:

Parcel # 54-03-05-0-000-003.000
24 AC (C) SE1/4 OF NE1/4 SEC 5 LESS THE NORTH 470' & LESS & EXCEPT BEG AT A PT 40' W & 653.95' N OF NE1/4 OF NE1/4 OF SE1/4 RUN W 209' (S), TH N 209' (S), TH E 209' (S), TH S 209' (S) TO THE POB LESS RD R/W SEC 5-T7S-R4E

TO HAVE AND TO HOLD to the said Charlotte Rice LeMaster, Bonita Rice Crist and Mary Elizabeth Spears, daughters, heirs and assigns forever.

And I do covenant with the said Charlotte Rice LeMaster, Bonita Rice Crist and Mary Elizabeth Spears, daughters, that property seized in fee of the above described premises; that they have the right to sell and convey the same. That the said premises are free from all encumbrances; and that I will and there heirs, executors and administrators shall forever WARRANT AND DEFEND the same to the said Charlotte Rice LeMaster, Bonita Rice Crist and Mary Elizabeth Spears, daughters, Heirs and signs, against the lawful claims of all persons whomsoever.

WITNESS these hands and seal this 8th Day April 2011.

Charles H Rice _____ LS

Sammie W Rice _____ LS

Grantee:
19888 Rice Dr
Summerdale AL
36580

04ae

THE STATE OF ALABAMA,
Baldwin COUNTY.

I, Carol Singley Mark, a Notary in and for the said County in said State, hereby certify that Charles N Rice and Sammie W Rice whose name appear signed to the foregoing Conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance executed the same voluntarily, on the day the same bears date.

Given under my hand, this the 8th day of April, A.D., 2011

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 4, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Carol Singley Mark

THE STATE OF ALABAMA,
COUNTY.

I, _____, a _____ in and for the State and County aforesaid, do hereby certify that _____ a subscribing witness to the foregoing conveyance, known to me, appeared before me on this day, and being sworn, stated that _____ the grantor _____ voluntarily executed the same in his presence, and in the presence of the other subscribing witness on the day the same bears date; that he attested the same in the presence of the grantor _____ and of the other witness _____; and that such other witness subscribed his name as a witness in his presence.

Given under my hand, this the _____ day of _____, A.D., 20____

THE STATE OF ALABAMA, COUNTY

WARRANTY DEED

FROM

TO

THE STATE OF ALABAMA
County,
I hereby certify that the within Deed was filed in this office for record on the ____ day of _____, 20___, at ____ o'clock ____M., and duly recorded in Deed Record Book ____ Page ____ and examined.

Judge of Probate

UNDERWOOD PRINTING CO., FOLEY

The State of Alabama
Baldwin County

Book_____Page_____

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 9/ 1/2017 12:30 PM
DEED TAX $ 0.50
TOTAL $ 17.50
2 Pages

1653795

WARRANTY DEED

KNOW ALL NEW BY THESE PRESENTS, That in consideration of Ten ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION to the undersigned grantor in hand paid by the grantees herein, the receipt whereof is acknowledged Charlotte Rice LeMaster, Bonita Rice Crist and Mary Elizabeth Spears, daughters, (herein referred to as GRANTOR), do grant, bargain , sell, and convey unto Charlotte Rice Pettis (herein referred to as GRANTEE), for and during her life and right of reversion, the following described resale state situated in Baldwin County, Alabama, to-wit:

Commencing at a railroad spike at the southeast corner of the southeast quarter of the northeast quarter if section 5, township 7south, range 4 east, Baldwin county, Alabama. Run south 89 degree 59 minutes 45 seconds west a distance of 40 feet to a point on the west right of way line of Baldwin County Road 73; run thence north 00 degree 08 minutes 35 seconds east, along said right of way line to Baldwin County Road 73 a distance of 15 feet to a point on the north right of way line of Rice Drive; Run thence south 89 degree 59 minutes 45 seconds west, along said north right of way line of Rice Drive, a distance of 330.44 feet to the point of beginning of the property herein described; continue thence south 89 degree 59 minutes 45 seconds west; along said north right of way line of Rice Drive, a distance of 125 feet to a point; run thence north 00 degree 08 minutes 35 seconds east a distance of 165 feet to a point; run thence north 89 degree 59 minutes 45 seconds east a distance of 125.00 feet to a point; run thence south 00 degree 08 minutes 35 seconds west a distance of 165.00 feet to the point of beginning.

TO HAVE AND TO HOLD to the said Charlotte Rice Pettis heirs and assigns forever.

And I do covenant with the said Charlotte Rice Pettis that property seized in fee of the above described premises; that they have the right to sell and convey the same. That the said premises are free from all encumbrances; and that we will and her heirs, executors and administrators shall forever WARRANT AND DEFEND the same to the said Charlotte Rice Pettis. Heirs and signs, against the lawful claims of all persons whomsoever.

WITNESS these hands and seal this 1st Day Sept 2017.

NOTARY PUBLIC ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES: 09/13/2020
BONDED THRU RLI INSURANCE COMPANY

Charlotte Rice LeMaster _____ Brenda Trawick
Charlotte Rice LeMaster

Bonita Crist _____ Brenda Trawick
Bonita Rice Crist

WITNESS these hands and seal this 31st Day August 2017.

YVONNE COTTEY
Notary Public - State of Florida
Commission # GG 100000
My Comm. Expires May 1, 2021
Bonded through National Notary Assn.

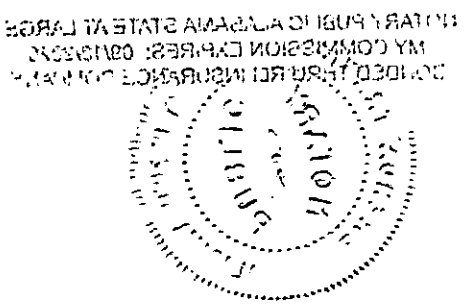
Mary Elizabeth Spears _____ LS
Mary Elizabeth Spears

THIS INSTRUMENT
PREPARED BY

Charlotte Rice Pettis
19888 Rice DR
Summerdale, Al 36580

Grantor's 19888 Rice DR.
Summerdale Al
36580

Grantee. 19888 Rice DR.
Summerdale Al
36580



RECEIVED
MAR 19 2019
BY: ....

MURCHISON & NEWCOMB, L.L.C.
Attorneys At Law

MARY E. MURCHISON
JUDY A. NEWCOMB

216 West Laurel Avenue
P.O. Box 2149
Foley, Alabama 36536

Telephone: (251) 955-1591
Facsimile: (251) 955-1596
Email: m-law@m-law.us

December 17, 2018

Baldwin County Commission
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Attention: Commissioner Charles F. Gruber, Chairman
Anu Gray, Secretary

Re: Rice Family Cemetery
Declaration of Abandonment

Dear Commissioner Gruber ,

Please find enclosed herewith a Declaration of Abandonment of the Rice Family Cemetery, a Private Cemetery and a Notice of Declaration of Abandonment of Lands for Cemetery Purposes and of Intention to Remove the Human Bodies Interred Therein, which meets with statutory notice requirements for said Declaration in Alabama Code Sections 11-47-60, 61, and 62. Please note there are not now, nor have there been any human remains placed in the cemetery.

I would ask that you set this for hearing and approval by the County Commission, giving appropriate notice of the same. Once this has been approved by the County Commission, we anticipate having the Notice published by Gulf Coast Media, in the Onlooker as is required by Alabama Code Section 11-47-62. Should you have any questions, or you require additional information, please don't hesitate to contact me.

I appreciate the helpful assistance your office has given to me thus far by your Secretary Ms. Gray , and I thank you in advance for your assistance as well.

Sincerely yours,

Mary E. Murchison

Encl: As Noted

cc: Baldwin County Planning and Zoning
Division of Land Management
312 Courthouse Square, Suite 25
Bay Minette, Alabama 36507
Attention: Vince Jackson, Planning Director
(w/ enclosure)

DECLARATION OF ABANDONMENT OF
RICE FAMILY CEMETERY, A PRIVATE CEMETERY

KNOW ALL PERSONS BY THESE PRESENTS: That, WHEREAS, on March 4, 2015, **CHARLES H. RICE** and **SAMMIE W. RICE** after having filed an Application for Establishment of a Private Cemetery, pursuant to Code of Alabama § 22-20-4 (1975), for the location of and establishment of a private cemetery to be known as the Rice Family Cemetery and said request having been approved by the Baldwin County Commission and the Honorable Tim Russell, Judge of Probate of Baldwin County, Alabama, acknowledging having received the Resolution approving said Application issued a License to establish said private cemetery on that date, a copy of which is attached establishing said cemetery (a copy of said license, recorded as Instrument No. 1502417, recorded in the Office of the Judge of Probate, Baldwin County Alabama is attached hereto for reference) on the following described real property situated in Baldwin County Alabama, to-wit:

> Commencing at a railroad spike found at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 5, Township 7 South, Range 4 East, Baldwin County, Alabama, run South 89° 59' 45" West a distance of 40 feet to a point of the on the West Right of Way Line of Baldwin County Road No. 73; run thence North 00° 08' 35" East, along said West Right of Way Line of Baldwin County Road No. 73 a distance of 15 feet to a point, run thence South 89° 59' 45" West a distance of 330.44 feet to a point; thence run North 00° 08' 35" East a distance of 50 feet to a point; run thence South 89° 59' 45" West a distance of 50 feet for the point of beginning of the property herein described; continue thence south 89° 59' 45" West a distance of 25 feet to a point; run thence North 00° 08' 35" East a distance of 65 feet to a point; run thence North 89° 59' 45" East of 25 feet to a point; run thence South 00° 08' 35" West a distance of 65 feet to the Point of Beginning containing 1625 square feet.
>
> DESCRIPTION OF A 50-FOOT BUFFER
>
> Commencing at railroad spike found at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 5, Township 7 South, Range 4 East Baldwin County, Alabama, run South 89° 59' 45" West a distance of 40 feet to a point of the West Right of Way line of Baldwin County 73, thence run North 00° 08' 35" East along said Right of Way of Baldwin County 73 a distance of 15 feet to a point; run thence South 89° 59' 45" West a distance of 330.44 feet to the point of beginning

of the property herein described; continue thence South 89° 59' 45" West a distance of 125 .00 feet to a point; thence South 00° 08' 35" West a distance of 165 feet to a point; thence South 89° 59' 45" East 125.00 to a point; thence North 00° 08' 35" South 165 feet to the point of beginning; containing 19,000 square feet.

WHEREAS, by resolution adopted on February 18, 2015, the Baldwin County Commission approved the application for the Declaration at a regular meeting of the commission as is set forth in the minutes for that self same day in the records of the Baldwin County Commission and ;

WHEREAS, having received a copy of said Resolution, the Honorable Tim Russell, Judge of Probate on March 4th, 2015 did by Order issue a License to Establish a Private Cemetery to the said **CHARLES H. RICE** and **SAMMIE W. RICE** on the above described property, and

WHEREAS, A Warranty Deed was executed by **CHARLES H. RICE** and **SAMMIE W. RICE**, dated September 1, 2017 and recorded as instrument No.165375, conveying all of the real property described herein above to **CHARLOTTE R. PETTIS,** f/k/a **CHARLOTTE R. LEMASTER** is recorded in the office of the Judge of Probate, Baldwin County, Alabama; and,

WHEREAS, no lots or parcels have been sold by either the said **CHARLES H. RICE** and/or **SAMMIE W. RICE** or **CHARLOTTE R. PETTIS** f/k/a **CHARLOTTE R. LEMASTER** to any person, firm, or corporation. That no human remains have been interred in the **RICE FAMILY CEMETERY**, that the owner **CHARLOTTE R. LEMASTER** n/k/a **PETTIS**, current sole owner of the **RICE FAMILY CEMETERY** has determined to declare for the abandonment in whole of such cemetery as a burial place for the human dead together with the buffer of fifty feet described in the aforementioned License and described herein; and

WHEREAS, because no human remains have been interred in the **RICE FAMILY CEMETERY**, either before or after its establishment, that no provision is necessary for the removal of any human remains therefrom.

NOW, THEREFORE, pursuant to the authority of Code of Alabama, §11-47-60 (1975) the undersigned, **CHARLOTTE R. PETTIS** f/k/a **CHARLOTTE R. LEMASTER**, being the sole owner of all the the real property within said cemetery and the fifty foot buffer, does hereby declare for the abandonment in whole of the Rice Family Cemetery, together with the fifty foot buffer as described in said License of Cemetery and hereinabove, and does hereby request the consent of the Baldwin County Commission to the abandonment of said cemetery and the said fifty foot buffer surrounding the same.

That the undersigned does hereby respectfully request the Baldwin County Commission to give notice of the present Declaration of Abandonment of **RICE FAMILY CEMETERY**, a Private Cemetery, together with the fifty foot buffer in the manner set forth in the Code of Alabama,§11-47-61and 62 (1975) and following such notice, to set this matter for hearing before the Baldwin County Commission, and at said hearing to grant its consent and approval of the said Declaration of Abandonment of **RICE FAMILY CEMETERY**, A Private Cemetery, and the fifty foot buffer described herein and in the License to Establish Private Cemetery as heretofore approved by Resolution of the Baldwin County Commission recommending the granting of said petition.

WITNESS my hand and seal this 17th day of December 2018

Charlotte R Pettis

CHARLOTTE R. PETTIS
f/k/a **CHARLOTTE R. LEMASTER**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a notary public in and for said state and county, do hereby certify that **CHARLOTTE R. PETTIS** f/k/a **CHARLOTTE R. LEMASTER**, whose name is signed to the foregoing power of attorney and who is known to me, acknowledged before me on this day that,

being informed of the contents of the said power of attorney, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 17th day of December, 20___.

Carol Booth

NOTARY PUBLIC

My commission expires: 1/20/20

(SEAL)

NOTICE OF DECLARATION OF ABANDONMENT OF LANDS FOR CEMETERY PURPOSES AND OF INTENTION TO REMOVE THE HUMAN BODIES INTERRED THEREIN

TO ALL PERSONS INTERESTED IN THE RICE FAMILY CEMETERY, a private cemetery, heretofore established in Baldwin County Alabama pursuant to Code of Alabama, §22-20-4 (1975) take notice that, on the 17th day December 2018, **CHARLOTTE R. PETTIS** f/k/a **CHARLOTTE R. LEMASTER**, did declare the abandonment of said cemetery by filing a declaration thereof with the Baldwin County Commission, seeking the consent and approval of the said Baldwin County Commission of said abandonment; and that in said declaration the said **CHARLOTTE R. PETTIS** f/k/a **CHARLOTTE R. LEMASTER** did declare that she was the sole owner of all of the said cemetery, including the fifty foot buffer declared in the License of said cemetery; that no lots or parcels of land in said cemetery having been sold or conveyed by them to any person, firm, or corporation; that there were no human remains buried in said cemetery and that it was not otherwise necessary to provide for the removal of any such human remains from said cemetery; and that the present notice is given pursuant to Code of Alabama§§ 11-47-61 and 62 (1975).

Charlotte R Pettis

CHARLOTTE R. PETTIS f/k/a
CHARLOTTE R. LEMASTER, Declarant
and Sole Owner

COUNSEL FOR DECLARANT
Mary E. Murchison
MURCHISON and NEWCOMB, L. L.C.
P.O. BOX 2149
Foley AL 36536

1502417

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN RE:

RICE FAMILY CEMETERY, CASE NO. 31876

A PRIVATE CEMETERY

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/ert. 3/10/2015 3:21 PM
TOTAL $ 12.00
2 Pages

ORDER GRANTING LICENSE TO ESTABLISH PRIVATE CEMETERY

The undersigned having reviewed the application for establishment of a private cemetery submitted by CHARLES H. RICE and SAMMIE W. RICE in the above cause and having received a certified copy of minutes from the Baldwin County Commission, to hereby grant the application as submitted. The undersigned do, therefore,

ORDER, ADJUDGE and DECREE that a license is hereby granted to CHARLES H. RICE and SAMMIE W. RICE to establish a private cemetery on the following described real property situated in Baldwin County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A"

DONE this 4th day of March, 2015.

JUDGE OF PROBATE

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

By: _____
As Its Chairman

RESOLUTION #2018-_____ OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, FOR THE ABANDONMENT OF THE RICE FAMILY CEMETERY

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, on the 3rd day of February, 2015, there was filed with the Baldwin County Commission and the Honorable Tim Russell, Judge of Property of Baldwin County, Alabama, an Application for Establishment of Private Cemetery, pursuant to Code of Alabama, §22-20-4 (1975), for the location and establishment of a private cemetery to be known as the **RICE FAMILY CEMETERY**; and

WHEREAS, by resolution adopted on 18th day of February, 2015, the Baldwin County Commission approved said application, as is set forth in the minutes of that self same day in the records of the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission, on _____, approved an instrument entitled Order Granting License to Establish a Private Cemetery with regard to the **RICE FAMILY CEMETERY** issued by the Honorable Tim Russell, Judge of Probate of Baldwin County, Alabama, on March 4th, 2015, and recorded as Instrument number 1502417 as is set forth in Minute Book _____, pages _____, in the records of the Baldwin County Commission; and

WHEREAS, a Deed Recorded as Instrument No. 165375, in the Office of the Judge of Probate of Baldwin County to the property, which was subject to the license described above, was executed by **CHARLES H. RICE** and **SAMMIE W. RICE** dated the day of 2015 granting the cemetery property to their heirs, **CHARLOTTE RICE LEMASTER, K/K/A CHARLOTTE RICE PETTIS, BONITA RICE CRIST,** and **MARY ELIZABETH SPEARS,** and

WHEREAS, a Deed dated the 1st day of September, 2017, conveyed the below described property to **CHARLOTTE RICE PETTIS** a/k/a **CHARLOTTE RICE LEMASTER**, which land was described the **RICE FAMILY CEMETERY** by Order of the Honorable Tim Russell Judge of Probate in his Order dated 4th day of March 2015 and recorded as Instrument No. 152417 in which deed real property upon which the cemetery is licenced is described as follows, to-wit:

> Commencing at a railroad spike found at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 5, Township 7 South, Range 4 East, Baldwin County, Alabama, run South 89° 59' 45" West a distance of 40 feet to a point of the on the West Right of Way Line of Baldwin County Road No. 73; run thence North 00° 08' 35" East, along said West Right of Way Line of Baldwin County Road No. 73 a distance of 15 feet to a point, run thence South 89° 59' 45" West a distance of 330.44 feet to a point; thence run North 00° 08' 35" East a distance of 50 feet to a point; run thence South 89° 59' 45" West a distance of 50 feet for the point of beginning of the property herein described; continue thence south 89° 59' 45" West a distance of 25 feet to a point; run thence North 00° 08' 35" East a distance of 65 feet to a point; run thence North 89° 59' 45" East of 25 feet to a point; run thence South 00° 08' 35" West a distance of 65 feet to the Point of Beginning containing 1625 square feet.
>
> DESCRIPTION OF A 50-FOOT BUFFER
>
> Commencing at railroad spike found at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 5, Township 7 South, Range 4 East Baldwin County, Alabama, run South 89° 59' 45" West a distance of 40 feet to a point of the West Right of Way line of Baldwin County 73, thence run North 00° 08' 35" East

along said Right of Way of Baldwin County 73 a distance of 15 feet to a point; run thence South 89° 59' 45" West a distance of 330.44 feet to the point of beginning of the property herein described; continue thence South 89° 59' 45" West a distance of 125 .00 feet to a point; thence South 00° 08' 35" West a distance of 165 feet to a point; thence South 89° 59' 45" East 125.00 to a point; thence North 00° 08' 35" South 165 feet to the point of beginning; containing 19,000 square feet.

WHEREAS, the above described property is outside the corporate limits of any municipality and **CHARLOTTE RICE PETTIS** a/k/a **CHARLOTTE RICE LEMASTER ,**who is the sole owner of all of the real property upon which **the RICE FAMILY CEMETERY** and the Fifty Foot Buffer around said Cemetery together with any easement thereto, represents to the Baldwin County Commission by and through an instrument entitled Declaration of Abandonment of Rice Family Cemetery ,a Private Cemetery as dated the 17th day of December, 2018, that no lots or parcels in said cemetery have been sold or conveyed by the said owners to any person, firm, or corporation, that no human remains have been buried in said cemetery and that the undersigned sole owner of the **RICE FAMILY CEMETERY** has determined to declare for the abandonment in whole of such cemetery as burial place for the human dead, the fifty foot buffer surrounding said cemetery and of any easement of ingress and egress thereto; and

WHEREAS, based upon the aforesaid representations by **CHARLOTTE RICE PETTIS** a/k/a **CHARLOTTE RICE LEMASTER,** as sole owner of the **RICE FAMILY CEMETERY** and said fifty foot buffer surrounding said cemetery, together with any easement thereto, because no human remains have been interred in the **RICE FAMILY CEMETERY**, either before or after its establishment, that no provision is necessary to be made for the removal of any human remains therefrom; and

WHEREAS, pursuant to the authority of Code of Alabama, §11-47-60 (1992 Repl. Vol.) **CHARLOTTE RICE PETTIS** a/k/a **CHARLOTTE RICE LEMASTER,** as sole owner of the **RICE FAMILY CEMETERY** together with the the fifty foot buffer and the easement theretof did declare for the abandonment in whole of the **RICE FAMILY CEMETERY** hereinabove described and did request the consent of the Baldwin County Commission to the abandonment of said cemetery.

NOW, THEREFORE, BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, pursuant to the authority provided at Code of Alabama, §11-47-60 (1992 Repl. Vol.), we hereby grant said request and CONSENT to the abandonment, in whole, of the **RICE FAMILY CEMETERY** and the fifty foot buffer surrounding said cemetery described within this Resolution.

DONE, under the Seal of the Baldwin County Commission as affixed at the County Seat in Bay Minette, Alabama, on this the _____ day of _____, 20____.

_____

CHARLES F. GRUBER, Chairman
Baldwin County Commission

I, _____, the Clerk of the County Commission of Baldwin County, Alabama certify that the above and foregoing is a true and correct transcript of the Resolution duly adopted by the County Commission of Baldwin County, Alabama, during their regular meeting held on the ____ day of _____, 20___.

Given under my hand and official seal on this the _____ day of _____, 20___.

_____

Clerk of the County Commission and
County Administrator
County of Baldwin, Alabama

Section 11-47-60

Declaration for abandonment of cemetery and removal of human remains interred therein - Adoption, etc.

(a) Any cemetery corporation or association, including religious bodies, owning or controlling any cemetery within this state may, with the consent and approval of the governing body of the city or town in which such cemetery is located or with the consent and approval of the governing body of the county if such cemetery is located outside the limits of an incorporated municipality, by resolution of its board of directors or other governing body, when assented to in writing filed with the secretary by at least three fourths of the lot owners and holders of such corporation or association or ratified and approved by like vote thereof at any regular meeting of the cemetery corporation or association or at a meeting specially called for that purpose, declare for the abandonment in whole or in part of such cemetery as a burial place for the human dead and for the removal of human remains interred therein to another cemetery or cemeteries in this state or for the depositing of such remains in a memorial mausoleum or columbarium as provided in this division.

(b) Any corporation sole or other person owning or controlling any cemetery or the lands on which any grave or cemetery is located in this state may also declare for the abandonment in whole or in part of any such cemetery owned or controlled by such corporation sole or other person and for the removal of human remains interred therein to another cemetery or cemeteries in this state or the depositing of such remains in a memorial mausoleum or columbarium as provided in this division.

(Acts 1957, No. 389, p. 523, §1; Acts 1965, No. 155, p. 224, §2.)

Section 11-47-61

Declaration for abandonment of cemetery and removal of human remains interred therein - Specification as to removal of remains after two months.

Any resolution or declaration for abandonment and removal duly adopted and made under the provisions of Section 11-47-60 shall specify and declare that at any time after the expiration of two months from and after the first publication of the notice of declaration of abandonment and removal required to be published under the provisions of Section 11-47-62 the human remains then remaining in such cemetery or part thereof will be removed by such cemetery corporation, association, corporation, or other person owning or controlling such cemetery.

(Acts 1957, No. 389, p. 523, §2.)

Section 11-47-62

Declaration for abandonment of cemetery and removal of human remains interred therein - Publication, posting and mailing of notice.

(a) Notice of the said declaration of abandonment and of the proposed removal of the human remains from any such cemetery or part thereof shall be given to all persons interested therein by publication in a newspaper of general circulation published in the city or town wherein said cemetery or part thereof is situated or in a newspaper of general circulation published in the county wherein the same is situated if located outside the limits of an incorporated municipality, which publication shall be made once a week for two successive months.

(b) Said notice shall be entitled "Notice of declaration of abandonment of lands for cemetery purposes and of intention to remove the human bodies interred therein," and shall specify a date, not less than two months after the first publication of such notice, when the cemetery corporation, association, corporation sole or other person owning or controlling such cemetery lands and causing such notice to be published will proceed to remove the human remains then remaining in such cemetery or part thereof.

(c) Copies of said notice so published shall within 10 days after the first publication thereof be posted in at least three conspicuous places in the cemetery or part thereof from which said removals of the human remains interred therein are to be made, and a further copy of said notice shall be mailed to every person who owns or holds or had the right of burial in any lot or plat in said cemetery or part thereof affected by such resolution or declaration of abandonment and removal whose name appears as such owner or holder upon the records of such cemetery, which such notice so mailed shall be addressed to the last known post office address of said respective lot owner or lot holder as the same appears from the records of said cemetery and, if no such address appears or is known, then the same shall be addressed to such person at the city or town or post office address wherein said cemetery land is situated. Such notice shall be mailed to each known living heir at law of any person whose remains are resting in said cemetery when the address of such heir is known.

(Acts 1957, No. 389, p. 523, §3; Acts 1965, No. 155, p. 224, §3.)

COMMISSION POLICY

POLICY #2.18

SUBJECT: Abandonment of Cemeteries and Removal and Reinterment of Human Remains

DATE ADOPTED March 17, 2009

PAGE *(BCC MINUTES)* Page 11

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

DATE ADOPTED **PAGE** *(BCC MINUTES)*

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

POLICY STATEMENT

This policy is to provide guidelines for the abandonment of cemeteries and removal and reinterment of human remains in the unincorporated areas of Baldwin County.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. At the time of the writing of these guidelines (March 2008), Alabama General Law governs this topic. Therefore, the processes related to the abandonment of cemeteries and removal and reinterment of human remains within the jurisdiction of the Baldwin County Commission (unincorporated areas) shall be followed as set forth at §11-47-60 through §11-47-74 of the Code of Alabama 1975 and other applicable law.

2. Formal action shall be taken by the Baldwin County Commission consenting or dissenting to any applicant's request for abandonment of a cemetery. Once the Commission takes action, staff will send a copy of the Baldwin County Commission's letter and/or instrument consenting/dissenting thereto to the Probate Judge of Baldwin County, the Baldwin County Health Department, the Baldwin County Land Officer and the Records Manager.

* For reference purposes, please see information specific to the ***Etheridge Family Cemetery***, which can be found in the February 3, 2009 Baldwin County Commission meeting "Minutes", ***MN20090203*** and "Agenda Package", ***AG20090203***.

<ITEM_OUTLINE>

BALDWIN COUNTY COMMISSION
AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	02/18/2015
Placement of Item on the Agenda:	OTHER STAFF RECOMMENDATIONS: - ADMINISTRATION
Item Status:	New
Submitted By:	Anu Gary
From:	Ronald J. Cink, Interim County Administrator Anu Gary, Records Manager

ITEM TITLE

Petition for Establishment of Rice Family Cemetery, Summerdale, Baldwin County, Alabama

STAFF RECOMMENDATION

Take the following actions:

1) Waive Baldwin County Commission Policy #2.7 - Licensing of Cemeteries, pursuant to an email from the Alabama Department of Public Health, dated December 30, 2011, which recognizes that a family burial plot on an individual's private property is not to be considered a cemetery for the purpose of regulation under Section 22-20-4, Code of Alabama 1975, unless the County or municipality has promulgated an ordinance that may include family burial plots within the definition of a cemetery; and

2) Pursuant to the request from the Judge of Probate Office to consider a Petition for Establishment of Rice Family Cemetery (Petition), submitted by Charles H. Rice and Sammie W. Rice, owners of the real property upon which the proposed cemetery will be situated, approve the establishment of a family cemetery on the property of Charles H. Rice and Sammie W. Rice, in Summerdale, Baldwin County, Alabama, said family cemetery to be located consistent with said Petition. The property is located at 16641 County Road 73, Summerdale, Alabama; and

3) Authorize the Chairman to execute any and all necessary documents and/or orders related to the Baldwin County Commission's approval to establish the Rice

Family Cemetery.

BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No

On February 6, 2015, Administration Department received a Petition for the Establishment of Rice Family Cemetery in Summerdale, Baldwin County, Alabama. The petition was filed at the Judge of Probate Office on February 3, 2015, by Charles H. Rice and Sammie W. Rice. The property is located at 16641 County Road 73 in Summerdale (Baldwin County), Alabama.

Commissioner Tucker Dorsey (District 3), has visited the proposed cemetery site and recommends approval of the petition.

According to the Alabama Department of Public Health, the Health Department allows a family burial plot on an individual's private property not to be considered to be a cemetery for the purpose of regulation under Section 20-20-4, Code of Alabama 1975, unless the County or municipality has promulgated an ordinance that may include family burial plots within the definition of cemetery. (Staff notes that the proper Alabama Code Section is 22-20-4.)

County Policy #2.7 - Licensing of Cemeteries, requires the Health Department to inspect and give the Commission a recommendation as to the approval/disapproval of the proposed cemetery. In order for the Commission to approve the request for the establishment of this family cemetery, Policy #2.7 should be waived.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No

LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	Yes
Has the documentation been reviewed and approved by the County Attorney?	Yes
Is this routine documentation reviewed and approved by Department Head?	No

ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No

CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals	Yes

set forth in the Strategic Plan?	
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BCC Policy 2.7 (See comments in background section.)
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	If the request is approved, staff will forward certified minutes of the Feb. 18, 2015, BCC meeting to the Judge of Probate. Judge of Probate will issue an Order Establishing a Family Cemetery, which will be made a part of the record at the following regular BCC meeting.
ATTACHMENTS	
1. Petition for Establishment of Rice Family Cemetery, dated February 3, 2015.pdf 2. BCC Policy 2.7 - Licensing of Cemeteries.pdf 3. Email from ADPH Regarding Family Cemeteries, dated December 30, 2011.pdf	
APPROVALS	
Budget	
Personnel	
Administration	Keri Green 2/10/2015 3:56:58 PM
Chairman and County Administrator	Keri Green 2/12/2015 8:50:18 AM

Anu,

Please send me certified Minutes and approval letter once Complete. Cemeteries Usually go on consent agenda. Call me if you have any questions.

Thank You.

RECEIVED
FEB 06 2015
BY: ajs

Tammy
Ext. 2399

#31876

PETITION FOR ESTABLISHMENT
OF RICE FAMILY CEMETERY

Come now, Charles H. Rice and Sammie W. Rice, pursuant to Code of Alabama, § 22-20-4 (1975) and Baldwin County Commission Policy No. 2.7, and make this application to establish a proposed family burial plot, and in support thereof would show unto this Honorable Court as follows, to wit:

1. That your Petitioners are the owners of that certain real property upon which the proposed cemetery will be situated in Summerdale, Baldwin County, Alabama, the approximate street address for which is 16641 County Road 73.

2. That the 25 foot by 65 foot proposed cemetery is described with particularity in that certain drawing attached hereto as Exhibit A. That the buffer also described is the survey is included merely to evidence compliance with zoning ordinances.

3. That the proposed cemetery will serve as a family burial plot.

4. That your Petitioners propose to name the burial site "Rice Family Cemetery."

WHEREFORE, your Petitioners request that this Honorable Court grant this application for establishment of the Rice Family Cemetery and issue a license to establish the same.

WITNESS our hands and seals this 3rd day of February, 2015.

Charles H. Rice (SEAL)

Sammie W. Rice (SEAL)

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Kayle Ann Howard, a Notary Public, in and for said County in said State, hereby certify that CHARLES H. RICE and SAMMIE W. RICE, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 3rd day of February, 2015.

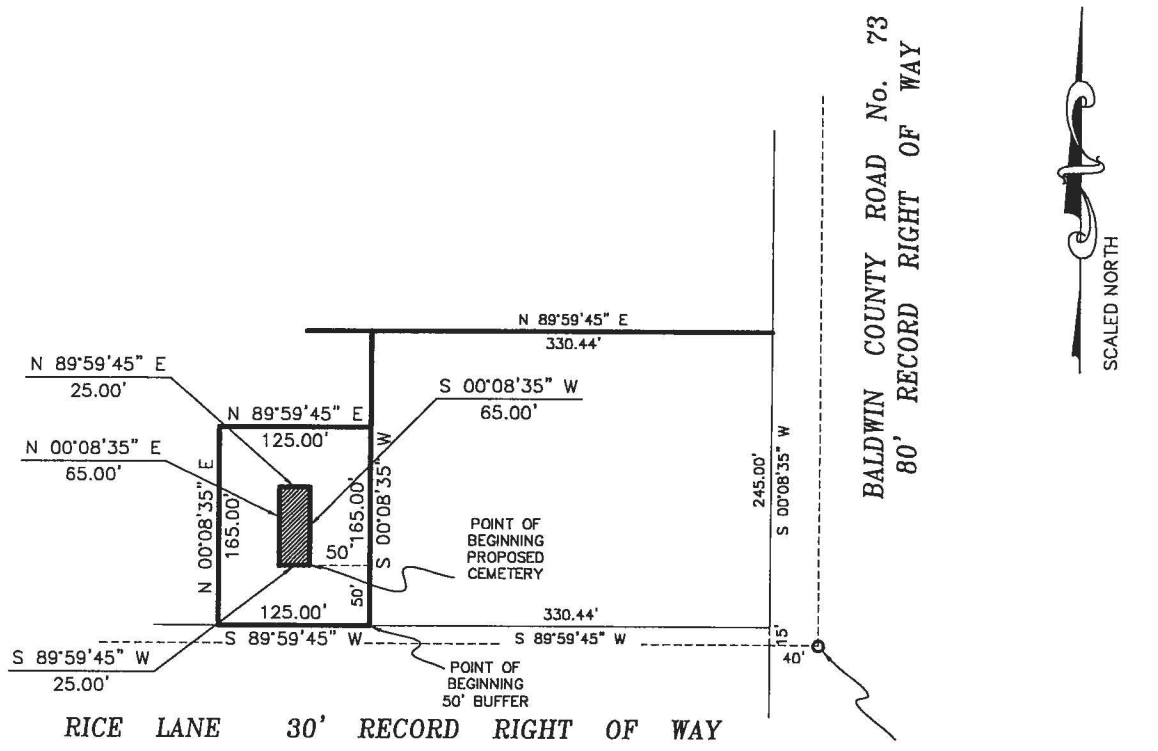
NOTARY PUBLIC, Baldwin County, Alabama
My Commission Expires: 4/14/2018

COUNSEL FOR
CHARLES H. and SAMMIE W. RICE:

Joseph D. Thetford, Jr.
CHASON & CHASON, P.C.
P. O. Box 100
Bay Minette, Alabama 36507

00023864.WPD

STATE OF ALABAMA
BALDWIN COUNTY
2015 FEB 3 PM 3 04
JUDGE OF PROBATE



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SECTION 5 , T- 7 -S, R- 4 -E
BALDWIN COUNTY, ALABAMA

SCALE:	DRAWN BY:	DATE:
1" = 100'	FWR	01/26/2015

RABER SURVEYING
14613-A RABER ROAD
SUMMERDALE, ALABAMA 36580
PHONE: (251) 975-7525
FAX: (866) 615-3653
email: fwraber@gmail.com
QUALITY ~ INTEGRITY

PROPERTY SKETCH FOR:

CHARLES RICE

PROJ NUMBER:	REF NUMBER:	DWG NUMBER:
130809	060904	130908-H.DWG

COMMISSION POLICY

POLICY #2.7

SUBJECT: Licensing of Cemeteries

DATE ADOPTED	**PAGE** *(BCC MINUTES)*
March 17, 2009	Page 11

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

DATE ADOPTED	**PAGE** *(BCC MINUTES)*
September 9, 1991	Book 10, pg. 67
February 19, 2008	Page 26

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

POLICY STATEMENT

This policy is to provide guidelines for the licensing of cemeteries in the unincorporated areas of Baldwin County.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. All requests for cemeteries to be licensed will first be referred to the Office of the Judge of Probate. The Judge of Probate will then refer the request to the Baldwin County Health Department to have the agency's environmentalists make a recommendation to the Commission for approval/disapproval.

2. If the Baldwin County Health Department recommends disapproval, then the Probate Judge will make the necessary notification to the requester and no further action is required.

3. If the Baldwin County Health Department recommends approval, then the Probate Judge will refer the request and a copy of the Baldwin County Health Department's recommendation to the Baldwin County Commission. Once received, the County Commissioner residing in the district in which the cemetery would be located will confirm the legal description, make a visual inspection of the site, consult with local residents and make a recommendation to the County Commission. ***Other Commissioners are encouraged to visit the site and be familiar with general aspects of the request.***

4. After inspection and review by the County Commissioner in whose district the cemetery would be located, and based upon information he/she provides, staff will prepare an *Agenda Item* outlining said Commissioners recommendation.

5. The County Commission will then approve/disapprove of the request in formal session and forward a report of this action to the Probate Judge along with a certified portion of the minutes showing the action taken by the Baldwin County Commission.

6. Upon receipt of the certified minutes, the Judge of Probate will submit to the County Commission, an *Order Granting License to Establish Private Cemetery*.

7. Upon receipt by the County Commission of the *Order Granting License to Establish Private Cemetery*, staff will prepare an additional *Agenda Item* that recommends accepting and approving placement of a fully executed copy of said *Order* into the minutes of the Baldwin County Commission.

From: Teddy.King@adph.state.al.us [mailto:Teddy.King@adph.state.al.us]
Sent: Friday, December 30, 2011 03:06 PM
To: Judge Tim Russell
Cc: Bill.Lenz@adph.state.al.us <Bill.Lenz@adph.state.al.us>; Chad.Kent@adph.state.al.us <Chad.Kent@adph.state.al.us>; David Brewer; Jason.Roley@adph.state.al.us <Jason.Roley@adph.state.al.us>; Loren.Powers@adph.state.al.us <Loren.Powers@adph.state.al.us>; Ricky.Elliott@adph.state.al.us <Ricky.Elliott@adph.state.al.us>
Subject: Re: Fw: Family Burial Plots

Listed below is the opinion of the Alabama Department of Public Health General Counsel regarding family burial plots. If you have any questions, give me a call at 251-424-0762.

Theodore C. King, Environmental Supervisor
Baldwin County Health Department

-----Ricky Elliott/Escambia/ADPH wrote: -----
To: "Chad Kent" <chad.kent@adph.state.al.us>, "David Brewer" <dbrewer@baldwincountyal.gov>, "Bill Lenz" <Bill.Lenz@adph.state.al.us>, "Loren Powers" <Loren.Powers@adph.state.al.us>, "Teddy King" <teddy.king@adph.state.al.us>, "Jason Roley" <Jason.Roley@adph.state.al.us>
From: Ricky Elliott/Escambia/ADPH
Date: 12/30/2011 02:30PM
Subject: Fw: Family Burial Plots

FYI
Sherry Bradley

----- Original Message -----
From: Sherry Bradley
Sent: 12/30/2011 02:25 PM CST
To: Ricky Elliott
Cc: Chad Kent
Subject: Fw: Family Burial Plots
----- Forwarded by Sherry Bradley/ENV/ADPH on 12/30/2011 02:24 PM -----

From: Greg Locklier/LEGAL/ADPH
To: Chad Kent/PHA09/ADPH@ADPH
Cc: Sherry Bradley/ENV/ADPH@ADPH
Date: 12/30/2011 01:39 PM
Subject: Family Burial Plots

Chad,

The Department of Public Health's long held position is that a family burial plot on an individual's private property is not considered to be a cemetery for the purpose of regulation under Section 20-20-4, *Ala. Code 1975* unless the county or municipality has promulgated an ordinance that may include family burial plots within the definition of cemetery.

Hope this helps. Call me if you have any questions. Greg

****

Greg Locklier
Assistant General Counsel
Alabama Department of Public Health
201 Monroe Street, Suite 1540
Montgomery, AL 36104
Phone: (334)206-5209
Fax: (334)206-5874
greg.locklier@adph.state.al.us

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<ITEM_OUTLINE>

BALDWIN COUNTY COMMISSION
AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	03/17/2015
Placement of Item on the Agenda:	CONSENT AGENDA: - ADMINISTRATION
Item Status:	New
Submitted By:	Anu Gary
From:	Ronald J. Cink, Interim County Administrator Anu Gary, Records Manager

ITEM TITLE

Order Granting License to Establish Private Cemetery - Rice Family Cemetery, Summerdale, Baldwin County, Alabama

STAFF RECOMMENDATION

Memorialize for the record, the Order Granting License to Establish Private Cemetery (Case No.31876) from the Baldwin County Judge of Probate, dated March 4, 2015, granting a license to Charles H. Rice and Sammie W. Rice, owners of the real property upon which the proposed cemetery will be situated, to establish a private cemetery on the property of Charles H. Rice and Sammie W. Rice, in Summerdale, Baldwin County, Alabama, said family cemetery to be located at 16641 County Road 73, Summerdale (Baldwin County), Alabama, and to be known as "Rice Family Cemetery."

BACKGROUND INFORMATION

Previous Commission Action/Background Information:	No

During the February 18, 2015, Baldwin County Commission regular meeting, the Commission approved as follows:

1) Waive Baldwin County Commission Policy #2.7 - Licensing of Cemeteries, pursuant to an email from the Alabama Department of Public Health, dated December 30, 2011, which recognizes that a family burial plot on an individual's private property is not to be considered a cemetery for the purpose of regulation under Section 22-20-4, Code of Alabama 1975, unless the County or municipality

has promulgated an ordinance that may include family burial plots within the definition of a cemetery; and

2) Pursuant to the request from the Judge of Probate Office to consider a Petition for Establishment of Rice Family Cemetery (Petition), submitted by Charles H. Rice and Sammie W. Rice, owners of the real property upon which the proposed cemetery will be situated, approve the establishment of a family cemetery on the property of Charles H. Rice and Sammie W. Rice, in Summerdale, Baldwin County, Alabama, said family cemetery to be located consistent with said Petition. The property is located at 16641 County Road 73, Summerdale, Alabama; and

3) Authorize the Chairman to execute any and all necessary documents and/or orders related to the Baldwin County Commission's approval to establish the Rice Family Cemetery.

Background Information:

On February 6, 2015, Administration Department received a Petition for the Establishment of Rice Family Cemetery in Summerdale, Baldwin County, Alabama. The petition was filed at the Judge of Probate Office on February 3, 2015, by Charles H. Rice and Sammie W. Rice. The property is located at 16641 County Road 73 in Summerdale (Baldwin County), Alabama.

Commissioner Tucker Dorsey (District 3), visited the proposed cemetery site and recommends approval of the petition.

According to the Alabama Department of Public Health, the Health Department allows a family burial plot on an individual's private property not to be considered to be a cemetery for the purpose of regulation under Section 20-20-4, Code of Alabama 1975, unless the County or municipality has promulgated an ordinance that may include family burial plots within the definition of cemetery. (Staff notes that the proper Alabama Code Section is 22-20-4.)

County Policy #2.7 - Licensing of Cemeteries, requires the Health Department to inspect and give the Commission a recommendation as to the approval/disapproval of the proposed cemetery. In order for the Commission to approve the request for the establishment of this family cemetery, Policy #2.7 was waived.

The Judge of Probate issued the Order Granting License to Establish Private Cemetery for the Rice Family Cemetery on March 4, 2015, and today's action will make the Order part of the record.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be	Yes

executed if this recommendation is approved?	
Does this documentation require County Attorney's review and approval?	Yes
Has the documentation been reviewed and approved by the County Attorney?	Yes
Is this routine documentation reviewed and approved by Department Head?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BCC Policy 2.7 (See comments in background section.)
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Administration - Make Order a part of the March 17, 2015, BCC Meeting record.
ATTACHMENTS	
1. Order Granting License to Establish Private Cemetery - Rice Family Cemetery.pdf 2. Petition for Establishment of Rice Family Cemetery, dated February 3, 2015.pdf	
APPROVALS	
Budget	
Personnel	
Administration	Keri Green 3/11/2015 9:39:26 AM
Chairman and County Administrator	Keri Green 3/13/2015 9:16:45 AM

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN RE:

RICE FAMILY CEMETERY, CASE NO. 31876

A PRIVATE CEMETERY

ORDER GRANTING LICENSE TO ESTABLISH PRIVATE CEMETERY

The undersigned having reviewed the application for establishment of a private cemetery submitted by **CHARLES H. RICE and SAMMIE W. RICE** in the above cause and having received a certified copy of minutes from the Baldwin County Commission, to hereby grant the application as submitted. The undersigned do, therefore,

ORDER, ADJUDGE and DECREE that a license is hereby granted to **CHARLES H. RICE and SAMMIE W. RICE** to establish a private cemetery on the following described real property situated in Baldwin County, Alabama, to-wit:

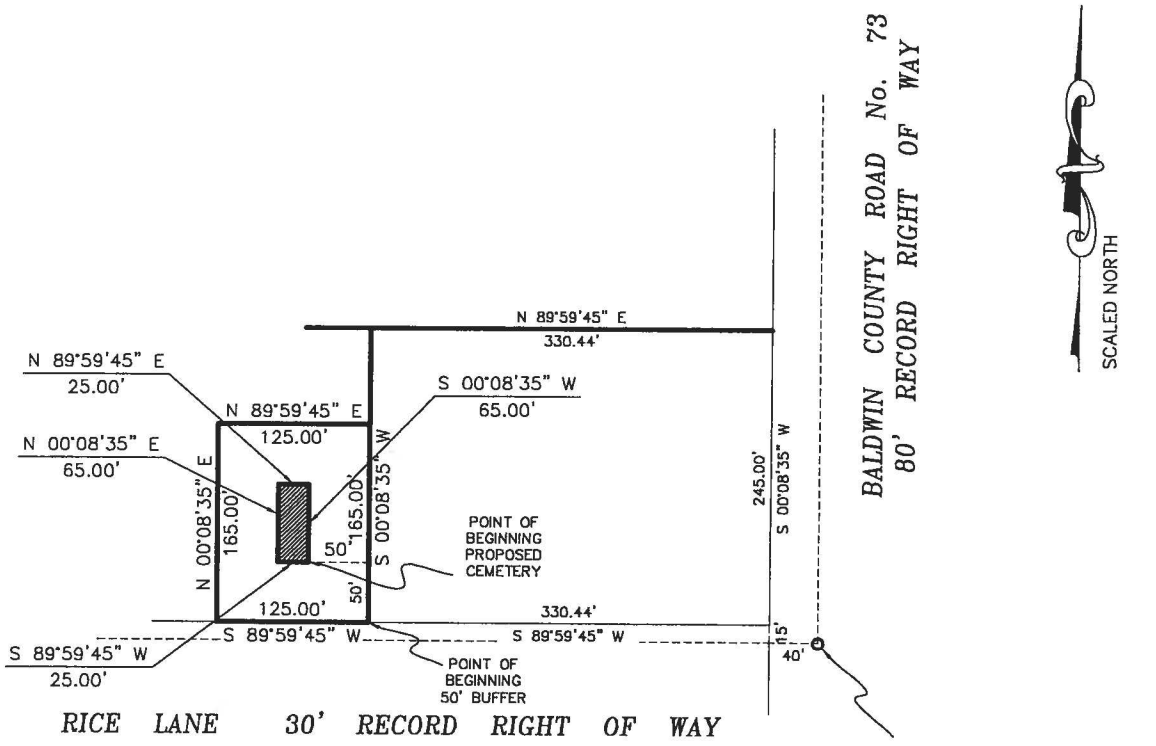
SEE ATTACHED EXHIBIT "A"

DONE this 4th day of March, 2015.

JUDGE OF PROBATE

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

By: _____
As Its Chairman



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BALDWIN COUNTY, ALABAMA

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1" = 100'	FWR	01/26/2015

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QUALITY ~ INTEGRITY

PROPERTY SKETCH FOR:

CHARLES RICE

PROJ NUMBER:	REF NUMBER:	DWG NUMBER:
130809	060904	130908-H.DWG

Anu,

Please send me certified Minutes and approval letter once Complete. Cemeteries Usually go on consent agenda. Call me if you have any questions.

Thank You.

RECEIVED
FEB 06 2015
BY: ajs

Tammy
Ext. 2399

#31876

PETITION FOR ESTABLISHMENT
OF RICE FAMILY CEMETERY

Come now, Charles H. Rice and Sammie W. Rice, pursuant to Code of Alabama, § 22-20-4 (1975) and Baldwin County Commission Policy No. 2.7, and make this application to establish a proposed family burial plot, and in support thereof would show unto this Honorable Court as follows, to wit:

1. That your Petitioners are the owners of that certain real property upon which the proposed cemetery will be situated in Summerdale, Baldwin County, Alabama, the approximate street address for which is 16641 County Road 73.

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3. That the proposed cemetery will serve as a family burial plot.

4. That your Petitioners propose to name the burial site "Rice Family Cemetery."

WHEREFORE, your Petitioners request that this Honorable Court grant this application for establishment of the Rice Family Cemetery and issue a license to establish the same.

WITNESS our hands and seals this 3rd day of February, 2015.

Charles H. Rice (SEAL)

Sammie W. Rice (SEAL)

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Kayle Ann Howard, a Notary Public, in and for said County in said State, hereby certify that CHARLES H. RICE and SAMMIE W. RICE, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 3rd day of February, 2015.

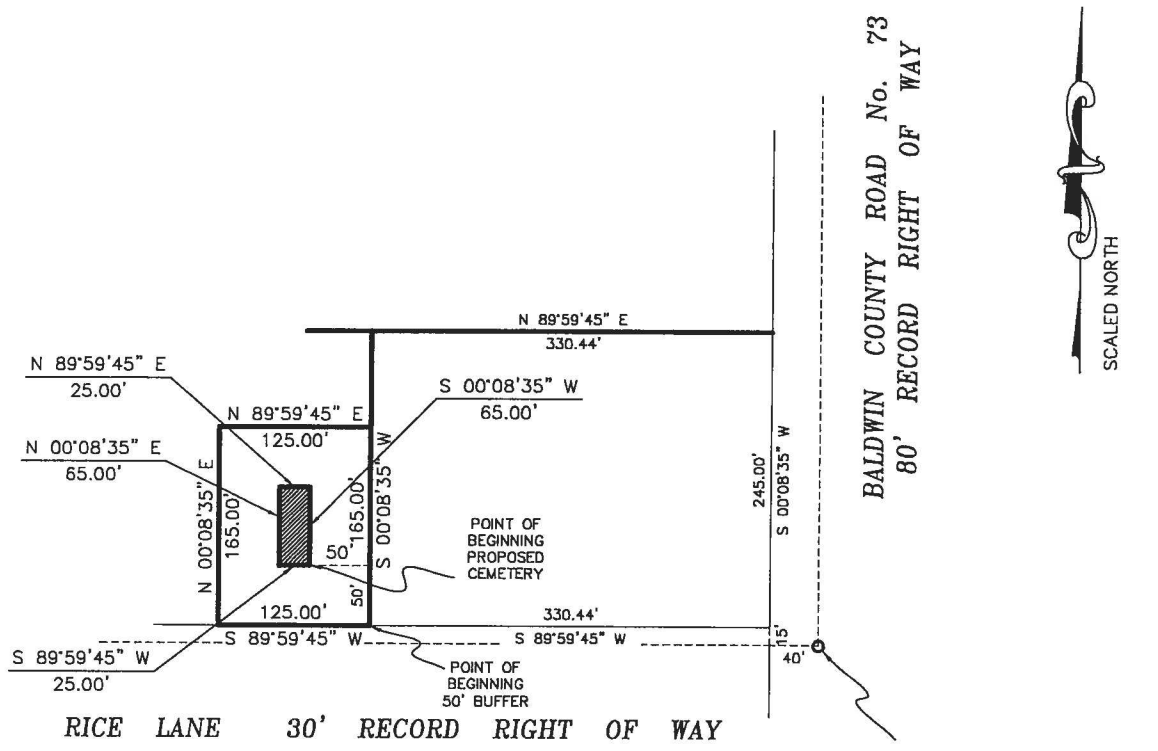
NOTARY PUBLIC, Baldwin County, Alabama
My Commission Expires: 4/14/2018

COUNSEL FOR
CHARLES H. and SAMMIE W. RICE:

Joseph D. Thetford, Jr.
CHASON & CHASON, P.C.
P. O. Box 100
Bay Minette, Alabama 36507

00023864.WPD

STATE OF ALABAMA
BALDWIN COUNTY
2015 FEB 3 PM 3 04
JUDGE OF PROBATE



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email: fwraber@gmail.com
QUALITY ~ INTEGRITY

PROPERTY SKETCH FOR:

CHARLES RICE

PROJ NUMBER:	REF NUMBER:	DWG NUMBER:
130809	060904	130908-H.DWG

1502417

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN RE:

RICE FAMILY CEMETERY, CASE NO. 31876

A PRIVATE CEMETERY

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 3/10/2015 3:21 PM
TOTAL $ 12.00
2 Pages

ORDER GRANTING LICENSE TO ESTABLISH PRIVATE CEMETERY

The undersigned having reviewed the application for establishment of a private cemetery submitted by **CHARLES H. RICE and SAMMIE W. RICE** in the above cause and having received a certified copy of minutes from the Baldwin County Commission, to hereby grant the application as submitted. The undersigned do, therefore,

ORDER, ADJUDGE and DECREE that a license is hereby granted to **CHARLES H. RICE and SAMMIE W. RICE** to establish a private cemetery on the following described real property situated in Baldwin County, Alabama, to-wit:

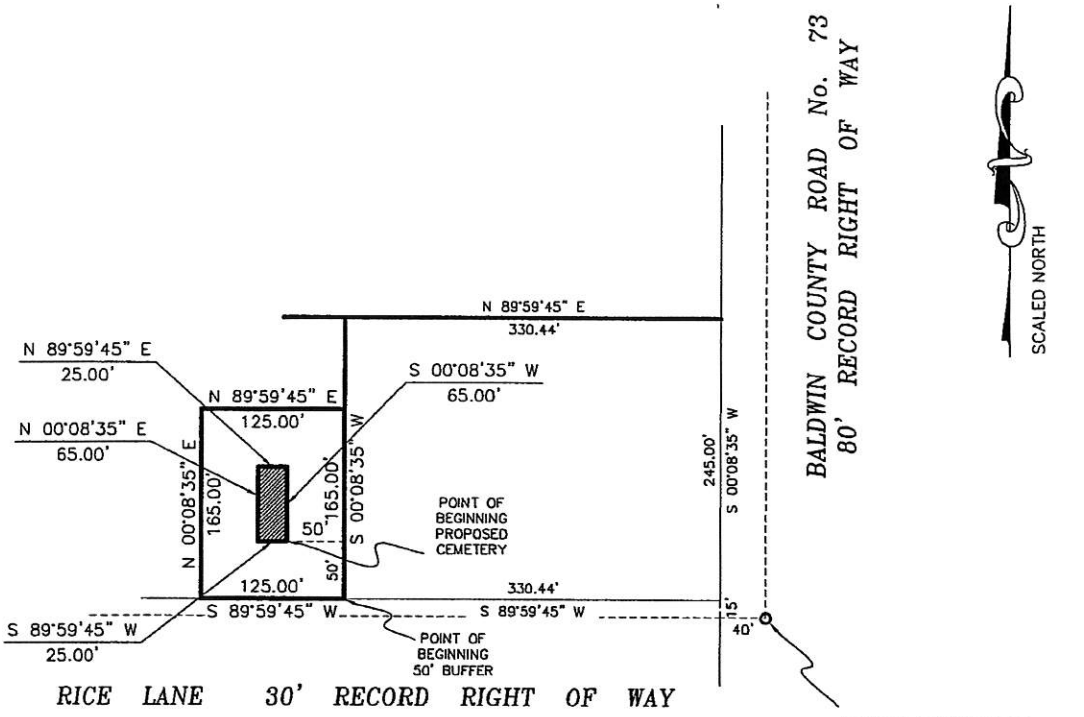
SEE ATTACHED EXHIBIT "A"

DONE this 4th day of March, 2015.

JUDGE OF PROBATE

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

By: _____
As Its Chairman



DESCRIPTION FOR PROPOSED FAMILY CEMETERY:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA, RUN SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST A DISTANCE OF 40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD No. 73; RUN THENCE NORTH 00 DEGREES 08 MINUTES 35 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD No. 73 A DISTANCE OF 15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RICE LANE; RUN THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF RICE LANE, A DISTANCE OF 330.44 FEET TO A POINT; RUN THENCE NORTH 00 DEGREES 08 MINUTES 35 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT; RUN THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; CONTINUE THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF RICE LANE, A DISTANCE OF 25.00 FEET TO A POINT; RUN THENCE NORTH 00 DEGREES 08 MINUTES 35 SECONDS EAST A DISTANCE OF 65.00 FEET TO A POINT; RUN THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS EAST A DISTANCE OF 25.00 FEET TO A POINT; RUN THENCE SOUTH 00 DEGREES 08 MINUTES 35 SECONDS WEST A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; CONTAINING 1625 SQUARE FEET.

DESCRIPTION FOR 50-FOOT BUFFER:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA, RUN SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST A DISTANCE OF 40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD No. 73; RUN THENCE NORTH 00 DEGREES 08 MINUTES 35 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD No. 73 A DISTANCE OF 15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RICE LANE; RUN THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF RICE LANE, A DISTANCE OF 330.44 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; CONTINUE THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF RICE LANE, A DISTANCE OF 125.00 FEET TO A POINT; RUN THENCE NORTH 00 DEGREES 08 MINUTES 35 SECONDS EAST A DISTANCE OF 165.00 FEET TO A POINT; RUN THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS EAST A DISTANCE OF 125.00 FEET TO A POINT; RUN THENCE SOUTH 00 DEGREES 08 MINUTES 35 SECONDS WEST A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING; CONTAINING 19,000 SQUARE FEET.

EXHIBIT A

NOTES:

THIS SKETCH IS BASED ON SURVEYS PERFORMED BY THIS FIRM AND INFORMATION AVAILABLE FROM THE BALDWIN COUNTY PROBATE RECORDS OFFICE.

THIS IS NOT A BOUNDARY SURVEY

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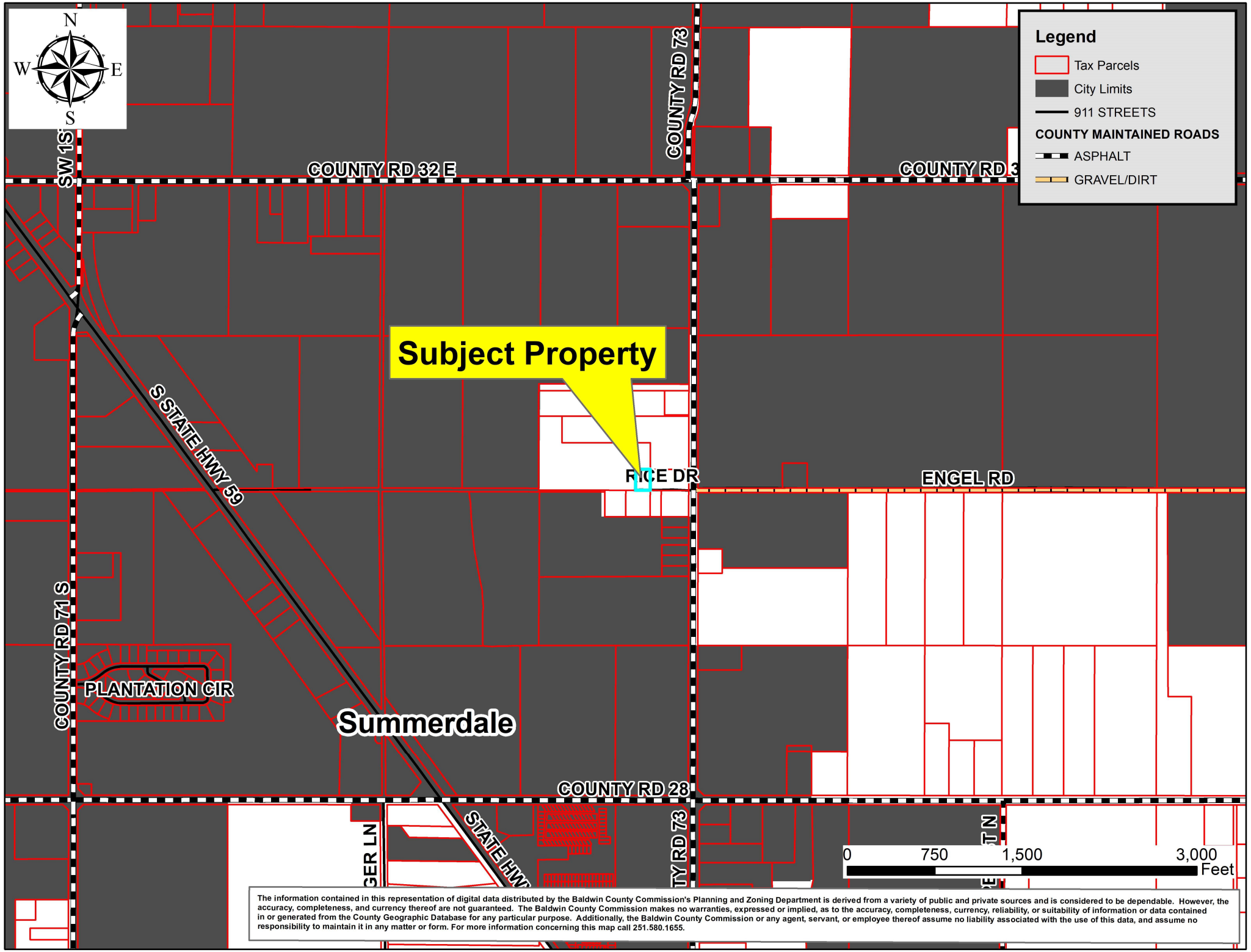
SECTION 5 , T- 7 -S, R- 4 -E		
BALDWIN COUNTY, ALABAMA		
SCALE:	DRAWN BY:	DATE:
1" = 100'	FWR	01/26/2015

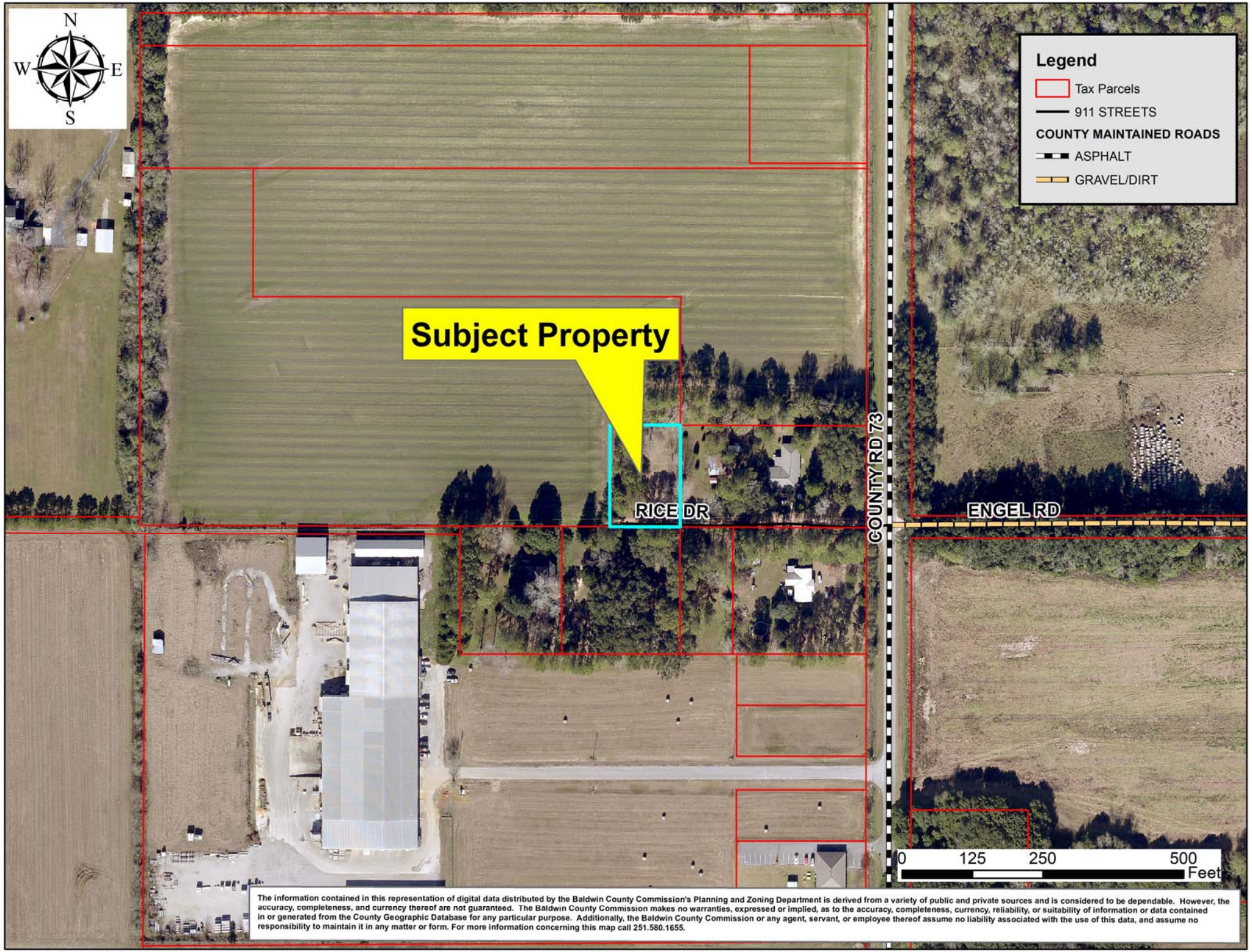
RABER SURVEYING
14613-A RABER ROAD
SUMMERDALE, ALABAMA 36580
PHONE: (251) 975-7525
FAX: (866) 615-3853
email: fwraber@gmail.com
QUALITY ~ INTEGRITY

PROPERTY SKETCH FOR:

CHARLES RICE

PROJ NUMBER:	REF NUMBER:	DWG NUMBER:
130809	060904	130908-H.DWG


N
W
E
S
Legend
Tax Parcels
City Limits
911 STREETS
COUNTY MAINTAINED ROADS
ASPHALT
GRAVEL/DIRT
SW 1S
COUNTY RD 32 E
COUNTY RD 73
COUNTY RD 3
Subject Property
S STATE HWY 59
RICE DR
ENGEL RD
COUNTY RD 71 S
PLANTATION CIR
Summerdale
COUNTY RD 28
STATE HW
GER LN
TY RD 73
0
750
1,500
3,000
Feet
The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.



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Baldwin County Commission

Agenda Action Form

File #: 19-1042, **Version:** 1 **Item #:** BA6

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wayne A. Dyess, County Administrator
Submitted by: Victoria Key, Administrative Support Specialist

---

ITEM TITLE
Space Allocation in County Facilities - Allocation of Space at the Baldwin County Annex I Building in Bay Minette, Alabama and Adoption of Resolution #2019-074

STAFF RECOMMENDATION
Baldwin County Annex I Building - Bay Minette

In the City of Bay Minette, and pursuant to the authority granted the Baldwin County Commission at § 11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, and without limitation, adopt Resolution #2019-074 of the Baldwin County Commission, which designates the rooms to be occupied in the Baldwin County Bay Minette Annex I Building and further, to authorize the space allocations and offices applicable to the Baldwin County Bay Minette Annex I Building.

(Resolution #2019-074 repeals Resolution #2015-103, adopted by the Baldwin County Commission on May 19, 2015.)

BACKGROUND INFORMATION

Previous Commission action/date: May 19, 2015

Background: According to Alabama General Law and Baldwin County Local Law, as recited in the attached resolution, the Baldwin County Commission has the sole authority to locate the courts and designate the office space to be utilized by the various county officers and/ or offices at all Baldwin County Commission facilities.

The last space allocation change done for the Baldwin County Annex I Building in Bay Minette was approved by Resolution #2015-103, adopted May 19, 2015. The proposed Resolution #2019-074 would repeal Resolution #2015-103.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Update Space Allocations and Resolutions Library on BCAP

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2019-074
OF THE
BALDWIN COUNTY COMMISSION

EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO DIRECT, CONTROL AND MAINTAIN THE PROPERTY OF THE COUNTY, SPECIFICALLY PROPERTY KNOWN AS THE BALDWIN COUNTY ANNEX I BUILDING.

WHEREAS, §11-3-11 (a) (1) of the *Code of Alabama 1975* provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control, and maintain the property of the county as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the officers entitled to rooms therein, including the circuit judge if resident in the county, and to change the location of the courts and the designation of the rooms for officers as it may deem best and most expedient, and this shall be done by order of the county commission entered upon the minutes of the county commission at a regular meeting of the county commission. In the event the courthouse is inadequate to supply office rooms for such officers, the county commission may lease such office rooms in a convenient location in the county site and pay the rental from the county fund; and

WHEREAS, further, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the different officers entitled to rooms therein, and to change the location of courts and designation of rooms for officers as it may deem best and most expedient; and this shall be done by order of the Commission entered upon its minutes at a regular term of the Commission.

COMES NOW, this honorable county governing body desiring, by this instrument, to provide updated office space assignments at the Baldwin County Annex I Building located at 312 Courthouse Square in Bay Minette, Alabama, as set forth hereinbelow; now therefore

BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (1) of the *Code of Alabama 1975* and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, designates the office space assignments at the **Baldwin County Annex I Building** located at 312 Courthouse Square in Bay Minette, Alabama, as follows:

First Floor

See Exhibit A hereto

Second Floor

See Exhibit B hereto

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2019-074 of the Baldwin County Commission*, be entered and spread upon the minutes of this April 16, 2019, regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, that Resolution *#2015-103 of the Baldwin County Commission* [approved May 19, 2015, regular meeting (term)] is hereby expressly repealed and rescinded.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 16th day of April, 2019.

_____

Commissioner Charles F. Gruber, Chairman

ATTEST:

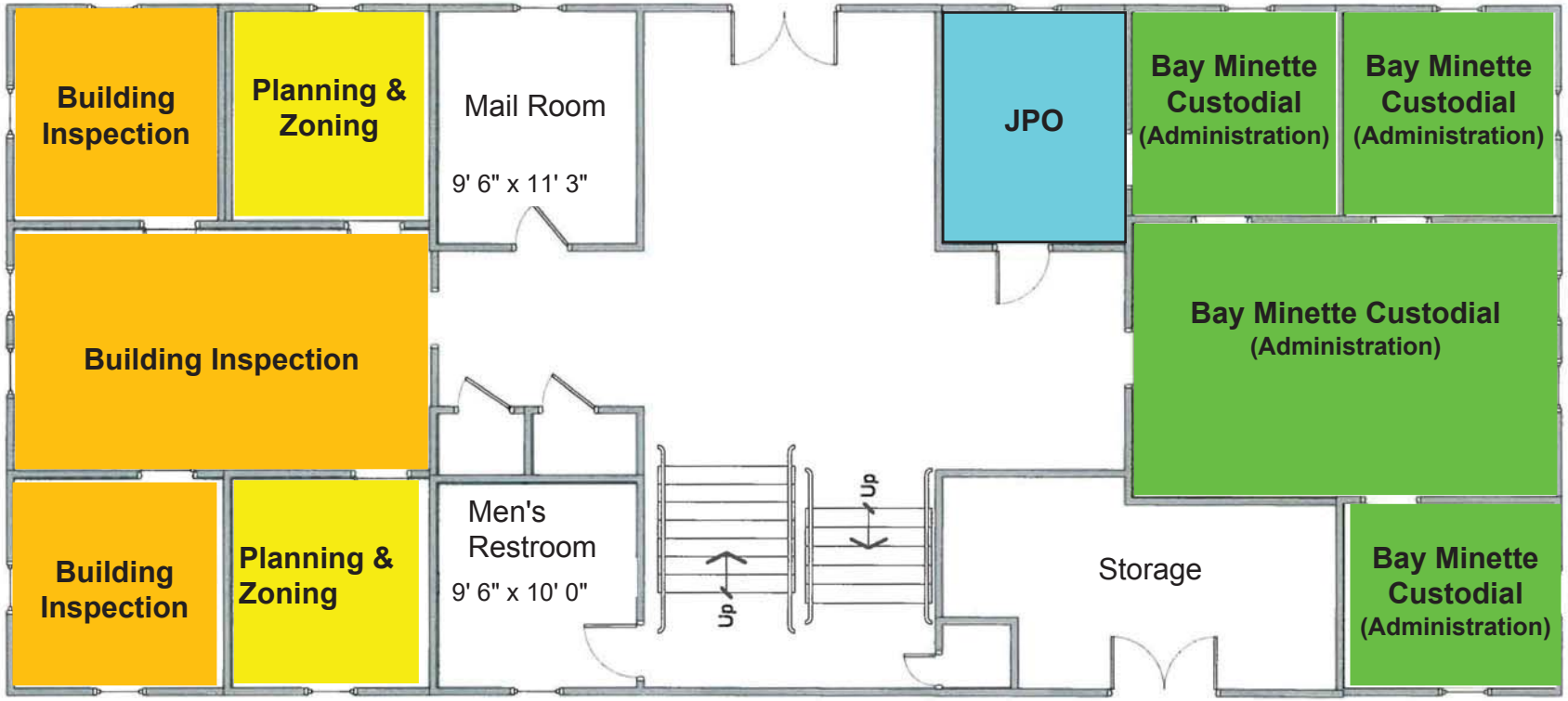
_____

Wayne Dyess, County Administrator

April 16, 2019 Update

Exhibit A
Resolution 2019-074

County Annex 1
First Floor



JPO

Bay Minette Custodial (Administration)

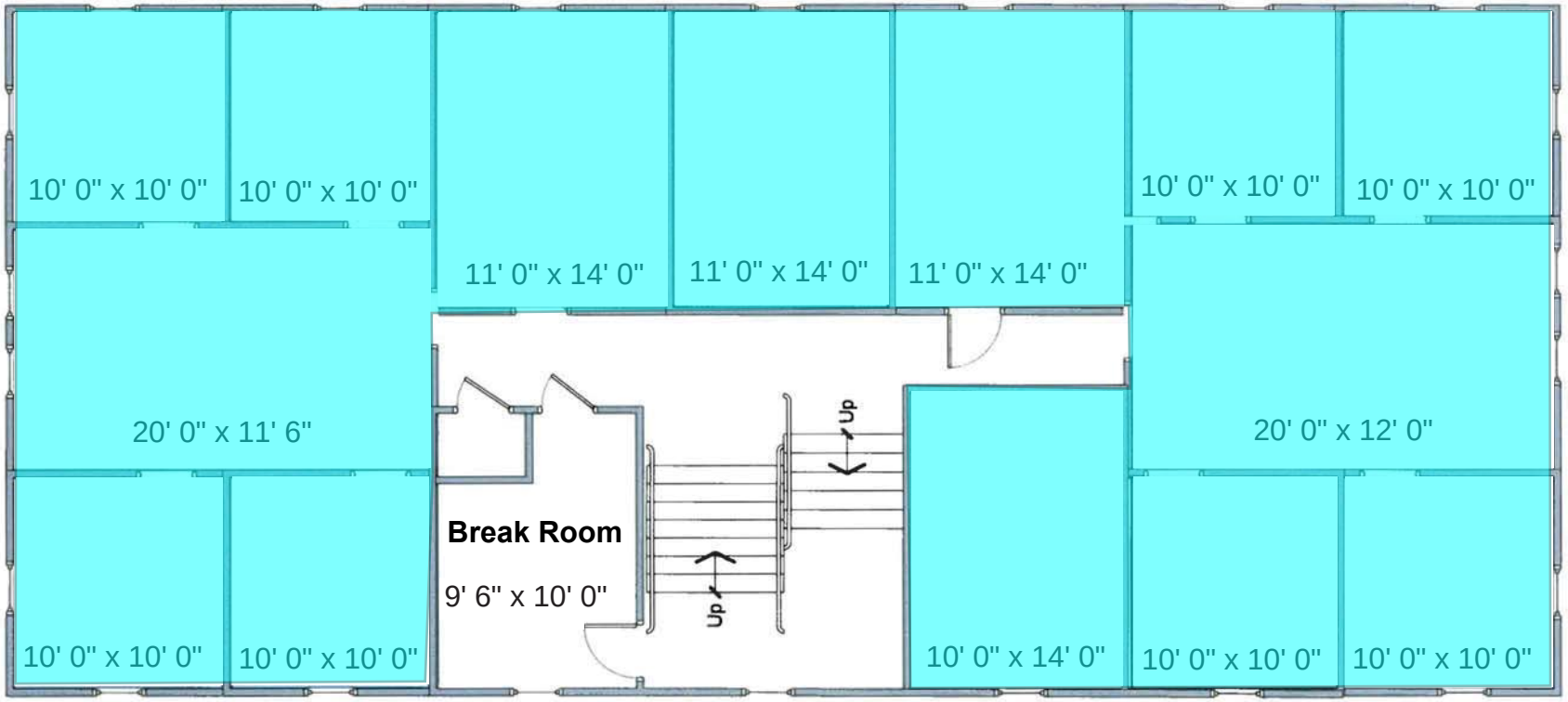
Building Inspection

Planning & Zoning

April 16, 2019 Update

County Annex 1
Second Floor

Exhibit B
Resolution 2019-074



JPO

Baldwin County Commission

Agenda Action Form

File #: 19-1037, **Version:** 1 **Item #:** BA7

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Jeannie M. Peerson, Administrative Support Specialist, Foley Commission Office
Submitted by: Jeannie M. Peerson, Administrative Support Specialist

ITEM TITLE
Town of Elberta - Annexation Notification

STAFF RECOMMENDATION
Authorize the placement of the Town of Elberta's Annexation Ordinance #2019-02, annexing property into the corporate limits of the Town of Elberta, Alabama, into the minutes of the April 16, 2019, Baldwin County Commission regular meeting with the proper notifications to the following departments/organizations:

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

Elected Officials
Baldwin County Revenue Commission
Baldwin County Sheriff's Office

Other Agencies
Board of Registrars Office
Emergency 911
South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Town of Elberta submitted a copy of Annexation Ordinance #2019-02, for the annexation of certain property into the corporate limits of the municipality of the Town of Elberta, Alabama, to be made part of the record of the Baldwin County Commission meeting on April 16,2019.

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 - Mail Correspondence to:

The Honorable Jim Hamby
Mayor
Town of Elberta
Attention: Lisa Salter, Town Clerk
13052 Main Street
Elberta, Alabama 36530

Memo to various departments/organizations.

Additional instructions/notes: N/A

ORDINANCE # 2019 - 02

AN ORDINANCE TO ANNEX CERTAIN LANDS KNOWN AS
Gerald W. and Monah Carlisle TAX ID: 05-53-07-25-0-000-011.002

WHEREAS, on the 4th day of February, 2019, Gerald W. Carlisle and Monah Carlisle, Being the owner(s) of all the real property hereinafter described, did file with the Town Clerk a petition asking that the said tract or parcel of land be annexed to and become a part of the Town of Elberta, and

WHEREAS, said petition did contain the signatures of all the owners of the described territory and a map of said property showing its relationship to the corporate limits of the Town of Elberta, and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the Town of Elberta and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama, 1975:

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF ELBERTA, ALABAMA, AS FOLLOWS:

Section 1. The Council of the Town of Elberta, Alabama, finds and declares as the legislative body of the Town that it is in the best interests of the citizens of the Town, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the Town of Elberta.

Section 2. The boundary lines of the Town of Elberta, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory hereto before encompassed by the corporate limits of the Town of Elberta, Alabama, and in addition thereto the following described territory, to-wit;

Beginning at the purported Southwest corner of **Section 25, Township 7 South, Range 5 East, Baldwin County, Alabama,** being a concrete monument found; thence North 00°00'00" East, 1318.06 feet to the South side of a 30 foot right-of-way; thence along said South side North 89°28'14" East, 355.23 feet to a capped iron found (P.Hand); thence South 00°00'00" East, 289.15 feet; thence North 90°00'00" West, 78.62 feet; thence South 00°00'00" East, 106.49 feet; thence North 90°00'00" East, 78.62 feet; thence South 00°00'00" East, 300.38 feet to a capped iron found (P. Hand); thence South 89°30'34" East, 299.93 feet to a capped iron found (P. Hand); thence South 00°00'14" East, 623.27 feet to a rebar found; thence North 89°57'15" West, 655.18 feet to said concrete monument and the Point of Beginning.

Section 3: As a provision of this ordinance PETITIONER requests that this property be pre-zoned as R3, upon annexation. In the event that the pre-zoning of **R3** is not awarded, the annexation petition is withdrawn and the property shall be de-annexed from the corporate limits of the Town of Elberta, Alabama.

Section 4: This ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Baldwin County, Alabama.

Section 5: The territory described in this ordinance shall become a part of the corporate limits of Elberta, Alabama, upon publication of this ordinance as set forth in Section 3 above.

Adopted and approved this 19 day of March, 2019

Jim Hamby, Mayor

ATTEST:

Lisa Salter, Town Clerk

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 3/28/2019 2:00 PM
TOTAL $ 22.00
4 Pages

1750856

ELBERTA

für das gute Leben
"for the good life"

PETITION FOR ANNEXATION

We, the undersigned PETITIONERS, owners of the property described in the attached Exhibit A and as delineated on the map attached as Exhibit B, such property being outside the corporate limits of the Town of Elberta, Alabama, but which is now, or at the time this petition is acted upon will be, contiguous to the said corporate limits, and such property not lying within the corporate limits of any other municipality, do by these presents hereby petition the Town of Elberta, a municipal corporation, that said property be annexed into the Town of Elberta pursuant to the authority of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS, further petition that the Honorable Mayor and Town Council of the Town of Elberta, Alabama, set a date for the hearing of this petition and adopt an ordinance annexing such property. We, the undersigned PETITIONERS, further petition that this property be pre-zoned as R3 upon annexation.

We, the undersigned PETITIONERS also ask that the Honorably Mayor and Town Council of the Town of Elberta, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

Dated this the 4th day of February 20__.

Gerald W Carlisle

Monah Carlisle

STATE OF ALABAMA
COUNTY OF BALDWIN

On this 4th day of February, 2019, before me personally appeared Gerald W. Carlisle, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

LAURA HAYLES NOTARY PUBLIC ALABAMA STATE AT LARGE

Laura Hayles
Notary Public
State of Alabama at Large
My Commission expires:

MY COMMISSION EXPIRES NOVEMBER 5, 2019

STATE OF ALABAMA
COUNTY OF BALDWIN

On this 4th day of February, 2019, before me personally appeared Monah S Carlisle, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

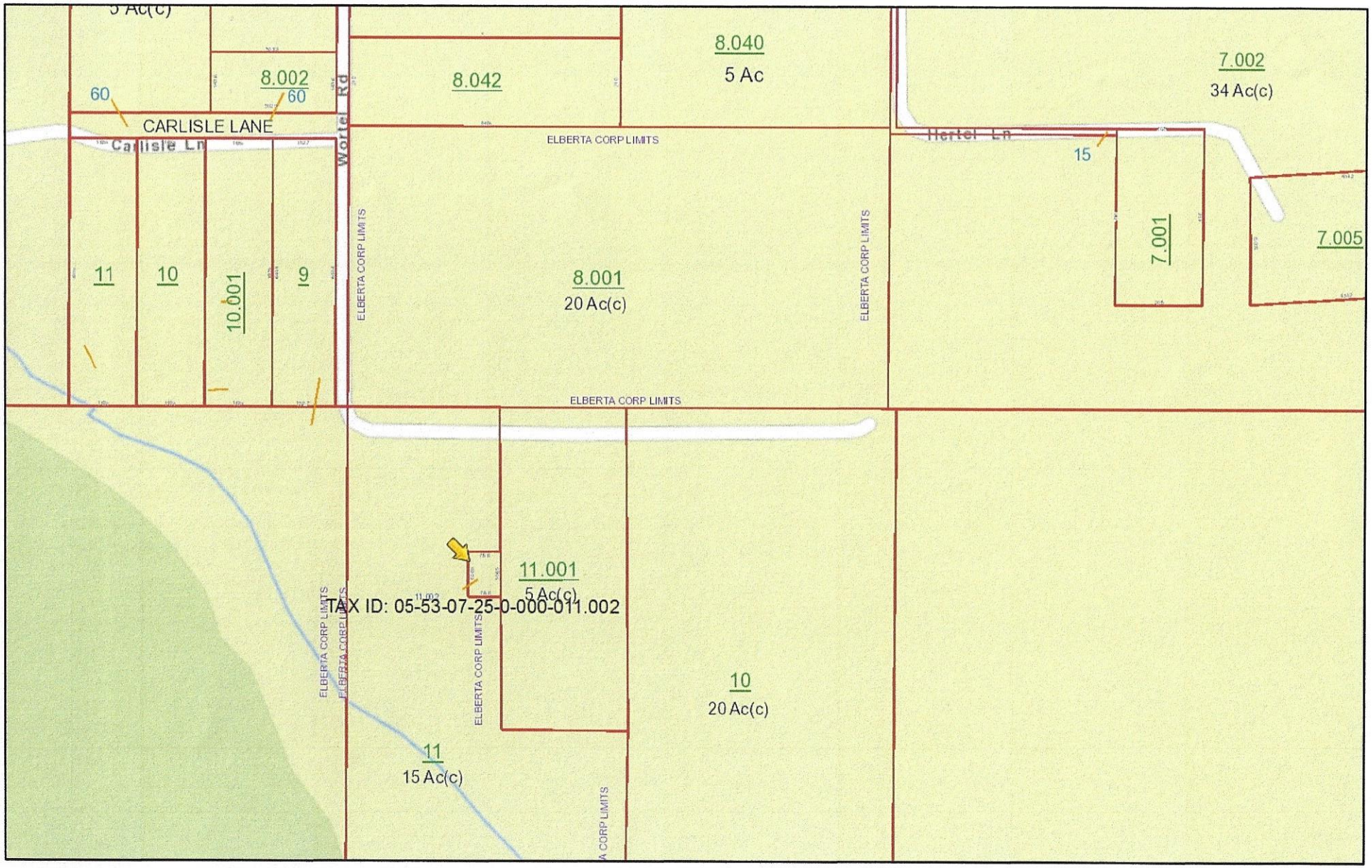
LAURA HAYLES NOTARY PUBLIC ALABAMA STATE AT LARGE

Laura Hayles
Notary Public
State of Alabama at Large
My Commission expires:

MY COMMISSION EXPIRES NOVEMBER 5, 2019

Beginning at the purported Southwest corner of **Section 25, Township 7 South, Range 5 East, Baldwin County, Alabama**, being a concrete monument found; thence North 00°00'00" East, 1318.06 feet to the South side of a 30 foot right-of-way; thence along said South side North 89°28'14" East, 355.23 feet to a capped iron found (P.Hand); thence South 00°00'00" East, 289.15 feet; thence North 90°00'00" West, 78.62 feet; thence South 00°00'00" East, 106.49 feet; thence North 90°00'00" East, 78.62 feet; thence South 00°00'00" East, 300.38 feet to a capped iron found (P. Hand); thence South 89°30'34" East, 299.93 feet to a capped iron found (P. Hand); thence South 00°00'14" East, 623.27 feet to a rebar found; thence North 89°57'15" West, 655.18 feet to said concrete monument and the Point of Beginning.

Annexation Ordinance 2019-02 (Carlisle) Town of Elberta



March 26, 2019

pointLayer

- Override 1
- Misc
- Parcels
- Lot Lines
- County Boundary

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

KCS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

Copyright 2018

Baldwin County Commission

Agenda Action Form

File #: 19-1065, **Version:** 1 **Item #:** BB1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Gina Jones, County Humane Officer
Submitted by: Gina Jones, County Humane Officer
Christie Davis, Senior Budget Accountant

ITEM TITLE
Baldwin County Animal Control Advisory Board - Board Appointments

STAFF RECOMMENDATION
Related to the Baldwin County Animal Control Advisory Board, take the following actions:

1) Re-appoint Kim Gantt as a member of the Board (as Commissioner Ball's designee) for a pro-rata reduced four (4) year term, said term to continue from February 5, 2019, and expire on February 7, 2023; and

2) Re-appoint Dr. Joseph Palmer, DVM, as a member of the Board (as Commissioner Ball's designee) for a pro-rata reduced four (4) year term, said term to continue from February 5, 2019, and expire on February 7, 2023; and

3) Appoint Kathy Gray as a member of the Board to replace Beverley Allen (as Commissioner Davis' designee) for a pro-rata reduced four (4) year term, said term to begin on April 16, 2019, and expire on February 7, 2023; and

4) Appoint Dr. David Campbell, DVM, as a member of the Board to replace Dusty Feller (as Commissioner Davis' designee) for a pro-rata reduced four (4) year term, said term to begin on April 16, 2019, and expire on February 7, 2023; and

5) Appoint Shannon Hesse as a member of the Board to replace Jennifer Blanchard (as Commissioner Underwood's designee) for a pro-rata reduced four (4) year term, said term to begin on April 16, 2019, and expire on February 7, 2023; and

6) Appoint Tom Hayden as a member of the Board to replace Dr. Beth Taylor, DVM (as Commissioner Underwood's designee) for a pro-rata reduced four (4) year term, said term to begin on April 16, 2019, and expire on February 7, 2023; and

7) Re-appoint Jan Brereton as a member of the Board (as Commissioner Gruber's designee) for a pro-rata reduced four (4) year term, said term to continue from February 5, 2019, and expire on

February 7, 2023; and

8) Appoint Mike Graham as a member of the Board to replace Abby Pruet (as Commissioner Gruber's designee) for a pro-rata reduced four (4) year term, said term to begin on April 16, 2019, and expire on February 7, 2023; and

9) Re-appoint Deputy Derek Boone as a member of the Board (as Sheriff Mack's designee) for a pro-rata reduced four (4) year term, said term to continue from February 5, 2019, and expire on February 7, 2023; and

10) Re-appoint Dr. Babette Dixon DVM, as a member of the Board (as the Member At-Large Appointment - Practicing Veterinarian designee) for a pro-rata reduced four (4) year term, said term to continue from February 5, 2019, and expire on February 7, 2023; and

11) Thank the following prior Board Members for their service: Dr. Beth Taylor, DVM, Dusty Feller, Jennifer Blanchard, Abby Pruet, Beverley Allen and Lauren Ollinger.

BACKGROUND INFORMATION

Previous Commission action/date: 09/05/2017 and 03/20/2018

Background: The Baldwin County Animal Control Advisory Board was established by the Baldwin County Commission at its August 1, 2017, regular meeting by the adoption of Resolution #2017-122. The Board serves only in an advisory capacity to make advisory recommendations to the Commission.

All eleven (11) Members of the Board shall be appointed by the Baldwin County Commission.

Board members shall serve for a term which shall end on the first Tuesday in February following each regular election of the Commission, with each member serving until his or her successor is appointed by the Commission.

Any Board member may be removed by the Commission at any time, with or without cause, at its discretion.

The Board shall be composed of the following:

Eight (8) members designated by the Baldwin County Commission, with each Commissioner to recommend two (2) members; One (1) member designated by the Baldwin County Sheriff; One (1) member designated by the Baldwin County District Attorney; and One (1) practicing veterinarian licensed by the Alabama State Board of Veterinary Medical Examiners, designated by the Baldwin County Commission.

Qualifications for Board members:

1. Be a qualified elector (i.e. registered voter) in Baldwin County; and

2. Be a resident of Baldwin County

Please note the District Attorney appointment will be submitted for Commission approval at a later time.

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 - Appointment letters to:

Kim Gantt
601 Hilton Avenue
Bay Minette AL 36507

Joseph Palmer, DVM
Post Office Box 576
Bay Minette, AL 36507

Kathy Gray
7183 Saluda Boulevard
Spanish Fort, AL 36527

David Campbell, DVM
c/o Central Baldwin Veterinary Hospital
23355 Pet Drive
Robertsdale AL 36567

Shannon Hesse
19246 Fairfax Drive
Fairhope, AL 36532

Tom Hayden
16358 Tempest Drive
Foley, AL 36535

Jan Brereton
8064 Bayview Drive
Foley, AL 36535

Mike Graham
559 South Section Street
Fairhope, AL 36532

Derek Boone
274 Ogden Court
Foley, AL 36535

Babette Dixon, DVM
c/o Colony Animal Clinic
359 Morphy Avenue
Fairhope, AL 36532

Thank You letters to:

Beth Taylor, DVM
13780 Norris Lane
Foley, AL 36535

Dusty Feller
31082 Blakeley Way
Spanish Fort, AL 36537

Jennifer Blanchard
8620 Bayview Drive
Foley, AL 36535

Abby Pruet
912 Van Avenue, Apartment 524
Daphne, AL 36526

Beverley Allen
10138 Constantine Street
Daphne, AL 36526

Lauren Ollinger
Post Office Box 1269
Bay Minette, AL 36507

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

Additional instructions/notes: N/A

BALDWIN COUNTY ANIMAL CONTROL ADVISORY BOARD

Baldwin County Animal Control Center
15050 County Road 49 North, Summerdale, Alabama 36580
Gina Jones, Baldwin County Humane Officer
Tel: (251) 972-6834 Email: gina.jones@baldwincountyal.gov

Board Information:

Board established by the Baldwin County Commission (BCC) at its regular meeting of August 1, 2017, by adoption of Resolution #2017-122. The Board serves only in an advisory capacity to make advisory recommendations to the BCC.
Eleven (11) member board, all members shall be appointed by the BCC.
Each member shall be a qualified elector in and resident of Baldwin County, Alabama.
Board members shall serve for a term which shall end on the first Tuesday in February following each regular election of the Commission, with each member serving until their successor is appointed by the BCC.
Any Board member may be removed by the BCC at any time, with or without cause, in its discretion.
The Board shall be composed of the following:
Eight (8) members designated by the BCC, with each Commissioner to recommend two (2) members; and
One (1) member designated by the Baldwin County Sheriff; and
One (1) member designated by the Baldwin County District Attorney; and
One (1) practicing veterinarian licensed by the Alabama State Board of Veterinary Medical Examiners designated by the BCC.

DESIGNATED BY	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Dist. 1 Commissioner	Kim Gantt 601 Hilton Avenue Bay Minette, AL 36507	Appointed 10/03/2017 for a pro-rata reduced term	Term of BCC	02/05/2019
Dist. 1 Commissioner	Joseph Palmer, DVM Post Office Box 576 Bay Minette, AL 36507	Appointed 10/03/2017 for a pro-rata reduced term	Term of BCC	02/05/2019
Dist. 2 Commissioner	Beverly Allen 10138 Constantine Street Daphne, AL 36526	Appointed 09/05/2017 for a pro-rata reduced term	Term of BCC	02/05/2019
Dist. 2 Commissioner	Dusty Feller 31082 Blakeley Way Spanish Fort, AL 36537	Appointed 02/06/2018 for a pro-rata reduced term to the place seat formerly held by Stephen Savage 02/06/2018 accepted the resignation of Stephen Savage dated 01/10/2018 and thanked him for his civic service	Term of BCC	02/05/2019
Dist. 3 Commissioner	Dr. Beth Taylor 13780 Norris Lane Foley AL 36535	Appointed 10/03/2017 for a pro-rata reduced term	Term of BCC	02/05/2019
Dist. 3 Commissioner	Jennifer M. Blanchard 8620 Bay View Drive Foley, AL 36535	Appointed 11/21/2017 for a pro-rata reduced term	Term of BCC	02/05/2019
Dist. 4 Commissioner	Jan Brereton 8064 Bayview Drive Foley, AL 36535	Appointed 09/05/2017 for a pro-rata reduced term	Term of BCC	02/05/2019
Dist. 4 Commissioner	Abby Pruet 912 Van Avenue, Apt. 524 Daphne, AL 36526	Appointed 09/05/2017 for a pro-rata reduced term	Term of BCC	02/05/2019

BALDWIN COUNTY ANIMAL CONTROL ADVISORY BOARD – Cont.

DESIGNATED BY	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
BC Sheriff	Derek Boone 274 Ogden Court Foley, AL 36535	Appointed 10/03/2017 for a pro-rata reduced term	Term of BCC	02/05/2019
BC District Attorney	Lauren Ollinger P. O. Box 1269 Bay Minette, AL 36507	Appointed 03/20/2018 for a pro-rata reduced term to the place seat formerly held by Cody Harris 03/20/2018 Accepted the resignation of Cody Harris, dated 01/19/2018, and thanked him for his service	Term of BCC	02/05/2019
At Large Appointment (Practicing Veterinarian)	Dr. Babette Dixon Colony Animal Clinic 359 Morphy Avenue Fairhope, AL 36532	Appointed 10/03/2017 for a pro-rata reduced term	Term of BCC	02/05/2019

REVISED: 03/20/2018 akg

Baldwin County Commission

Agenda Action Form

File #: 19-1047, **Version:** 1 **Item #:** BD1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG19-27 - Provision of Road Signs for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) Reject the bid received for the Provision of Road Signs and authorize the Purchasing Director to re-bid; and

2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date:
03/06/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Road Signs; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on March 21, 2019 at 10:30 A.M. One (1) bid was received. The bidder, Osburn Associates, Inc., is an out-state-vendor not registered with the Alabama Secretary of State as a foreign corporation to do business in the State per Code Section 10A-1-7.01. The bid received from Vulcan Signs was refused because it was delivered twenty (20) minutes after the set deadline of 10:00 A.M. Therefore, the Purchasing Director is requesting that the Commission reject the bid and authorize staff to re-bid for the Provision of Road Signs.

One-Hundred Forty (140) Vendors registered on the County website and were notified by email as

well as sent a postcard, via U.S. Postal Service notifying them of this solicitation.

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: 04/16/2019

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 & Mail Bid

Additional instructions/notes: N/A

BID # WG19-27 SPECIFICATIONS
FINISHED SIGNS

Materials shall be in compliance with the latest edition of the Alabama Highway Department Standard Specifications and the Manual of Uniform Traffic Control Devices (MUTCD).

Manufacturer shall furnish test reports when requested.

Baldwin County Reserves the right to purchase any or all items bid in various quantities as needed.

F.O.B. Suppliers Warehouse. Specify location of warehouse.

F.O.B. Baldwin County Highway Shop, 22220 West Boulevard Silverhill, AL 36576

Delivery shall be made no more than thirty (30) calendar days after receipt of order.

Prices bid shall be applicable for material to be ordered for **twelve (12) months** beginning the date of the award.

BID #WG19-27 RESPONSE FORM
Finished Signs

Date:_____

Out of State _____ or _____ If yes, Registration Number _____
Yes 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

Supply Location _____

ROAD SIGN BID FORM

VENDOR: _____ Bidder Initials: _____

ITEM NO	SIGNS COMPLETE - DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign	
S1	Stop Sign, R1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S2	Stop Sign, R1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S3	Stop Sign, R1-1, 48" x 48"	Each - Price per Complete Sign	TYPE III		
			TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S4	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S5	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S6	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S7	Yield, R1-2, 30" x 30" x 30"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S8	Yield, R1-2, 36" x 36" x 36"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S9	Yield, R1-2, 48" x 48" x 48"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
			TYPE IV		

ROAD SIGN BID FORM

VENDOR: _____ Bidder Initials: _____

ITEM NO	SIGNS DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S10	Highway-Rail Grade Crossing W10-1, 36" Dia	Each - Price per Complete Sign	TYPE VIII			
			TYPE IX			
			TYPE XI			
S11	Highway-Rail Grade Crossing W10-1, 30" Dia	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S12	County Route Sign (M1-6) with County Name and Border; MUTCD Chapter 2D	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S13	County Route Sign (M1-6) with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with different numbers are not included in total for quantity pricing)	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S14	School Advanced Warning S1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
S15	School Advanced Warning S1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
S16	ROW sign, white background with black letters, no border 6" X 12"	Each - Price per Complete Sign	TYPE II			
			TYPE III			
S17	Weight limit signs (R12-5 with 6 truck silhouettes; design available on request) 24" X 48"	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S18	All regulatory signs (except R12-5 below), MUTCD Chapters 2B & 5B	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S19	All warning signs, MUTCD Chapters 2C & 5C (except W3-1, W3-2, W3-3) to also include all object markers	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI Fluorescent Y-G			
S20	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			

ROAD SIGN BID FORM VENDOR: _____ Bidder Initials: _____

			TYPE XI Fluorescent			
S21	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI Fluorescent Y-G			
S22	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S23	All Guide signs, MUTCD Chapters 2D & 5D	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S24	Hazard Board, yellow and black, 48"x24"	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S25	Flat Blade Street Name Signs with green or blue sheeting **ON BOTH SIDES**, street name, white 8" uppercase w/ 6" lowercase letters on **BOTH** sides, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S26	Flat Blade Street Name Signs with green or blue sheeting on **ONE** side, street name, white 8" uppercase w/ 6" lowercase letters on **ONE** side, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S27	Flat Blade Street Name Signs with green or blue sheeting **ON BOTH SIDES**, no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S28	Extruded Blade Street name signs with green or blue sheeting **ON BOTH SIDES**, street name, white 6" uppercase w/ 4.5" lowercase letters **ON BOTH SIDES**, 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S29	Extruded Blade Street name signs with green or blue sheeting **ON BOTH SIDES**, no message, 0.080" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S30	Extruded Blade Street name signs with green or blue sheeting **ON BOTH SIDES**, no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			

ROAD SIGN BID FORM

VENDOR: _____ Bidder Initials: _____

S31	Extruded Blade Street name signs with green or blue sheeting **ON BOTH SIDES**, street name, white 4" uppercase w/ 3" lowercase letters **ON BOTH SIDES**, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S32	Street name sign with green or blue sheeting **ON BOTH SIDES**, no message, 0.100" thick, 9" wide, various lengths to be specified at time of order	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S33	Street name signs with green or blue sheeting **ON BOTH SIDES**, street name, white 6" uppercase w/ 4.5" lowercase letters **ON BOTH SIDES**, 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S34	Street name signs with green or blue sheeting **ON BOTH SIDES**, no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S35	Street name signs with green or blue sheeting **ON BOTH SIDES**, street name, white 4" uppercase w/ 3" lowercase letters **ON BOTH SIDES**, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			

ITEM NO	SIGN POST	UNIT	PRICE EACH POST (50 POSTS)	(orders of 100, 150, OR 200 POSTS)	(250, 250+ increments of 50)
S36	Sign Post - Galvanized - 2.0 lb./Ft. - 8 FT. "U" Channel	Each			
S37	Sign Post - Galvanized - 2.0 lb./Ft. - 10 FT. "U" Channel	Each			
S38	Sign Post - Galvanizedd - 2.0 lb./Ft. - 12 FT. "U" Channel	Each			
S39	Sign Post - Galvanizedd - 2.0 lb./Ft. - 14 FT. "U" Channel	Each			
S40	Sign Post - Galvanized - 3.0 lb./FT - 10 FT "U" Channel	Each			
S41	Sign Post - Galvanized - 3.0 lb./FT - 12 FT "U" Channel	Each			
S42	Sign Post - Galvanized - 3.0 lb./FT - 14 FT "U" Channel	Each			
S43	Sign Post - Galvanized - 2" x 2" - 10 FT, Square Tube	Each			
S44	Sign Post - Galvanized - 2" x 2" - 12 FT, Square Tube	Each			
S45	Sign Post - Galvanized - 2" x 2" - 14 FT, Square Tube	Each			
S46	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 10 FT, Square Tube	Each			
S47	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 12 FT, Square Tube	Each			

ROAD SIGN BID FORM

VENDOR: _____ Bidder Initials: _____

S48	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 14 FT, Square Tube	Each			
S49	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 10 FT, Square Tube	Each			
S50	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 12 FT, Square Tube	Each			
S51	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 14 FT, Square Tube	Each			
S52	Delineator Green Painted Post - 1.12 lb./Ft. - 6Ft.	Each			
S53	Delineator Galvanized Post - 1.12 lb./Ft. - 6 Ft.	Each			

ITEM NO	STREET NAME MOUNTING BRACKETS	UNIT	PRICE EACH BRACKET (50 each order)	PRICE EACH BRACKET (100 each order)
S54	For extruded blade 5 1/2" blade holder used for U-Channel Post, supplied with set screws	Each		
S55	For extruded blade 5 1/2" blade holder used for round Post, supplied with set screws	Each		
S56	For extruded blade 5 1/2" blade holder with 90 degree cross used for any cap, supplied with set screws	Each		
S57	For Flat or Extruded Blades 12" U-channel Cap with adjustable blade holder, supplied with set screws	Each		
S58	For Flat or Extruded Blades 12" Cross with adjustable blade holder, supplied with set screws	Each		
S59	5/16" x 3/4" Vandal Proff button head bolt with 5/32" pinned allen head socket	Each		

ITEM NO	Hand-Signaling Devices	Unit	Unit Price per Sign		
			QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S60	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle, 18" wide with letters 6" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each			
S61	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle, 24" wide with letters 8" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each			

ITEM NO	CHEVRON SIGN MOUNTING BRACKETS	UNIT	Unit Price per Bracket		
			QUANTITIES 1-25	QUANTITIES 26-50	QUANTITIES 51+

ROAD SIGN BID FORM VENDOR: _____ Bidder Initials: _____

S62	Chevron adjustable aluminum bracket with hardware (For 18"x24" and 24"x30" chevron signs), connects to U-channel post		Each		

ITEM NO	ROLL GOODS	UNIT	SHEET GRADE (ALDOT)	PRICE PER ROLL
S63	Sheeting, 6"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S64	Sheeting, 9"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S65	Sheeting, 12"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S66	Sheeting, 18"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S67	Sheeting, 24"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S68	Sheeting, 30"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S69	Sheeting, 36"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S70	Sheeting, 48"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S71	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow-Green	PER ROLL	24" x 50 Yard	
			30" x 50 Yard	
			36" x 50 Yard	
			48" x 50 Yard	
S72	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow	PER ROLL	24" x 50 Yard	
			30" x 50 Yard	
			36" x 50 Yard	
			48" x 50 Yard	
			24" x 50 Yard	

ROAD SIGN BID FORM

VENDOR: _____ Bidder Initials: _____

S73	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Orange	PER ROLL	30" x 50 Yard			
			36" x 50 Yard			
			48" x 50 Yard			
S74	Low Tack Application Tape 6"x100 yard roll	PER ROLL	N/A			

ITEM NO	Sign Blanks	UNIT	Unit Price per Sq. Ft. QUANTITIES 1-25 Blanks	QUANTITIES 26-50 Blanks	QUANTITIES 51+ Blanks
S75	Aluminum Diamond/Square, 0.080 Ga.	Sq. Ft.			
S76	Aluminum Rectangular, 0.080 Gage	Sq. Ft.			
S77	Aluminum Circle, 0.080 Gage	Sq. Ft.			
S78	Aluminum Octagon, 0.080 Gage	Sq. Ft.			
S79	Sign (M1-6) Blanks; MUTCD Chapter 2D; 0.080 gage	Sq. Ft.			

ITEM NO	SIGN FACE DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Face QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S80	Stop Sign Face, R1-1, 30" x 30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S81	Stop Sign Face, R1-1, 36" x 36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S82	Stop Sign Face, R1-1, 48" x 48"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S83	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S84	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S85	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			

ROAD SIGN BID FORM

VENDOR: _____ Bidder Initials: _____

ITEM NO	SIGN FACES ONLY - DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Sign Face Sq. Ft. QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S86	Yield Sign Face, R1-2, 30"x30"x30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S87	Yield Sign Face, R1-2, 36"x36" x36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S88	Yield Sign Face, R1-2, 48"x48"x48"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S89	Highway-Rail Grade Crossing Sign Face W10-1, 36" Dia	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S90	Highway-Rail Grade Crossing Sign Face W10-1, 30" Dia	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S91	School Advanced Warning Sign Face S1-1, 30" x 30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
S92	School Advanced Warning Sign Face S1-1, 36" x 36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
S93	All regulatory sign faces , MUTCD Chapters 2B & 5B	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S94	All warning signs, MUTCD Chapters 2C & 5C	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S95	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			

ROAD SIGN BID FORM

VENDOR: _____ Bidder Initials: _____

			Fluorescent			
S96	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
			Fluorescent Y-G			
S97	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S98	All Guide signs, MUTCD Chapters 2D & 5D	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S99	County Route Sign (M1-6) Face with County Name and Border; MUTCD Chapter 2D	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S100	County Route Sign (M1-6) Face with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with different numbers are not included in total for quantity pricing)	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S101	Hazard Board, yellow and black, 48"x24"	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
ITEM NO	Pressure Sensitive Cut Upper/Lower Letters and Numbers	UNIT	SHEET GRADE (ALDOT)	Price per Packet of 25 of same Letter/No. Series B	Series D	Series E(M)
S102	**2 Inch** Cut Letters and Numbers	Pack of 25	Black			
S103	**3 Inch** Cut Letters and Numbers	Pack of 25	Black			
S104	**5 Inch** Cut Letters and Numbers	Pack of 25	Black			
S105	**8 Inch** Cut Letters and Numbers	Pack of 25	Black			
S106	**2 inch White Reflective** Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			
S107	**3 Inch White Reflective** Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			
S108	**4.5 Inch White Reflective** Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			
S109	**5 Inch White Reflective** Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			
			TYPE II			

ROAD SIGN BID FORM

VENDOR: _____ Bidder Initials: _____

S110	**6 Inch White Reflective** Cut Letters and Numbers	Pack of 25	TYPE III			
			TYPE IV			
S111	**8 Inch White Reflective** Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			

ITEM NO	TYPE III BARRICADES ASSEMBLY	UNIT	TYPE III PANEL TYPE	Unit Price Per Barricade Assembly		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S112	Type III Barricades, PSST, Complete Assembly*, MUTCD Chapter 6F, 6" stripe w/ Left or Right Slant, **PANELS 8 Inches wide x 8 Feet Long**	8" - Price per each Complete Barricade Assembly	Plastic			
			3/4" ACX Plywood			
			Aluminum			
S113	Type III Barricades, PSST, Complete Assembly*, MUTCD Chapter 6F, 6" stripe w/ Left or Right Slant, **PANELS 10 Inches wide x 8 Feet Long**	10" - Price per each Complete Barricade Assembly	Plastic			
			3/4" ACX Plywood			
			Aluminum			

* PSST (perforated square steel tube) barricade assembly that meets or exceeds the following specs and FHWA criteria:

1) Plastic Panel: Hollow extruded rigid polyolefin or HD polyethylene. Frangible plastics such as PVC may not be used.
2) 2ea. Horizontal legs: 1.75" PSST, 60" long with stub tube / 2 ea. Vertical supports: 1.5" PSST, 62" tall
3) Frame: Telespar (or equiv) PSST, galvanized, 14 gage, hot rolled high carbon steel
4) Panel Bolts: 3/8" STD strength steel bolts with nuts and lock washers. 1" o.d. washers with wood or plastic panels
5) Type III Barricades Panels shall be Type IV sheeting with alternating Orange and White Stripes

ITEM NO	BARREL WRAP		UNIT	Unit price per 72" x 36" sections		
				QUANTITIES 1-10	QUANTITIES 11-20	QUANTITIES 21-30
S114	72" x 36" Sections with 6" Alternating HIP black/yellow stripes on **040 Gauge Metal**		Price Per Each Section w/ metal			

NOTE: Quantity pricing, if applicable, will only apply to individual orders of identical signs, blanks, faces, post etc....

BID NOTES :

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,00 0 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subjec t to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:	* First Name:	Middle Name:	
* Last Name:		Suffix:	
* Title:			
* SIGNATURE:		* DATE:	

Baldwin County Commission

Agenda Action Form

File #: 19-1048, **Version:** 1 **Item #:** BD2

Meeting Type: BCC Work Session
Meeting Date: 4/9/2019
Item Status: New
From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG19-30 - Purchase and Installation of Four (4) Metal Buildings at Various Baldwin County Highway Facility Locations for the Baldwin County Commission

STAFF RECOMMENDATION
Award Bid #WG19-30 - Purchase and Installation of Four (4) Metal Buildings at Various Baldwin County Highway Facility Locations to the lowest bidder, **Sun Coast Builders, Inc., in the amount of $179,677.00; Completion Time: 12 weeks**, and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date:
03/06/19 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the purchase and installation of four (4) metal buildings at various Baldwin County Highway Facility locations; 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.

04/02/19 meeting: Made Addendum No. 1 which includes three (3) changes and several clarifications to the bid specifications for the Purchase and Installation of Four (4) Metal Buildings at Various Baldwin County Highway Facility Locations, part of the April 2, 2019, official record of the Baldwin County Commission.

Background: Bids opened in the Purchasing Conference Room on April 1, 2019 at 1:30 P.M. Two (2) bids were received. The lowest bid was received from Sun Coast Builders, Inc., in the amount of $179,677.00. They had one (1) exception to the bid specifications. They did not include a copy of their current insurance certificate as stated in the specifications with their bid response. Staff is of the opinion that the exception is minor since the County has a copy of Sun Coast Builders current insurance certificate on file and is requesting that the Commission award the bid to the lowest bidder, Sun Coast Builders, Inc., in the amount of $179,677.00 with a completion time of 12 weeks. Bid

Tabulation attached for review.
Eighty-six (86) Vendors registered on the County website and were notified by email as well as sent a postcard, via U.S. Postal Service notifying them of this solicitation. Five (5) Vendors attended the mandatory Pre-Bid Meeting.

FINANCIAL IMPACT

Total cost of recommendation: $179,677.00

Budget line item(s) to be used: 53112.5500

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: David Conner

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: 04/16/2019

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 #WG19-30 - BID TABULATION

Purchase & Installation of Four (4) Metal Buildings at Various Baldwin County Higway Facility Locations

BIDDER:	**Sun Coast Builders, Inc.**
AMOUNT BID:	**$179,677.00**
Completion Time:	**12 weeks**
Bid Bond:	yes
AL GC Number:	16687
Insurance Certificate:	yes
Exceptions:	Yes
Did not include the requried insurance certificate.	

BIDDER:	**E -J Builders, Inc.**
AMOUNT BID:	**$274,277.00**
Completion Time:	**12 weeks**
Bid Bond:	yes
AL GC Number:	9322
Insurance Certificate:	yes
Exceptions:	None

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and **Sun Coast Builders, Inc.,** (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, March 6, 2019, the COUNTY authorized staff to solicit bids for the Purchase and Installation of four (4) Metal Buildings at various Baldwin County Highway Facility Locations; and

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

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

I. Definitions. The following terms shall have the following meanings:

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER: Sun Coast Builders, Inc.

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: Sun Coast Builders, Inc.
11122 County Road 65
Foley, AL 36535
Attn: Steve Bailey

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 #WG19-30",** the

same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG19-30 – Purchase and Installation of Four (4) Metal Building at various Baldwin County Highway Facilities for the Baldwin County Commission."

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

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

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

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid **$179,677.00.** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of twelve (12) weeks after the building permits are issued or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

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

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

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

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

COUNTY ATTEST:

_____ _____

CHARLES F. GRUBER / Date WAYNE DYESS /Date
Chairman County Administrator

NOTARY AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the day of _____, 2019.

_____
Notary Public
My Commission Expires

PROVIDER:

Sun Coast Builders, Inc.

_____/_____

By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of Sun Coast Builders, 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 Sun Coast Builders, Inc.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

_____
Notary Public
My Commission Expires

Baldwin County Commission

Agenda Action Form

File #: 19-1049, **Version:** 1 **Item #:** BD3

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wanda Gautney, Purchasing Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG19-36 - Provision of a Fleet Fuel Management Program for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of a fleet fuel management program and;

2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This was a three-year bid that expires on May 30, 2019. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 04/16/2019

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 #WG19-36 SPECIFICATIONS

It is the purpose of these specifications to provide a **management system** for the dispensing of on-site motor fuel (on-site fuel is supplied by Baldwin County) for the use by Baldwin County.

The **management system** shall be installed at the following Baldwin County locations:

BRATS/Sheriff Facility located in Robertsdale
Foley Highway Barn
Foley Satellite Courthouse
Fairhope Satellite Courthouse
Magnolia Sanitary Landfill
Silverhill Highway Barn
Sheriff's Facility located in Bay Minette
Bay Minette Highway Barn

And any new sites as required by the Baldwin County Commission.

Award shall be based on the service fee per gallon, the management tools and reporting provided, the security of the system, and the ability of the Vendor to sell the motor fuel tax exempt at the time of purchase (exempt from those taxes to which Baldwin County is exempt).

Vendor shall invoice Baldwin County on a weekly basis for the service fee at on-site facilities and for only the motor fuels dispensed into authorized vehicles. Vendor shall submit only one weekly invoice which shall include all service fees and fuel charges. **Vendor will be paid twice monthly.**

Baldwin County shall be responsible for all costs associated with placing telephone and electrical capabilities at each of the on-site facilities upon which automated terminals are placed.

Baldwin County will supply all fuels used at County owned facilities.

The contract resulting from this ITB shall be for a period of three (3) years to begin on June 1, 2019 and run through May 30, 2023. At the end of the Contract, Vendor agrees to provide service on a month-to-month basis until the County can procure a new Contract through the ITB process.

VENDOR'S REQUIREMENTS

The successful vendor shall have thirty (30) days from the date of **notice to proceed** to implement this system.

The Vendor, at its sole cost, furnish all necessary labor, software and hardware needed to implement the proposed fleet fuel management program. The successful vendor will furnish all necessary equipment, **at its sole cost**, to implement a fuel management program. The Vendor shall provide, at its sole cost, all cards, including replacements, for a **one card system**. The

Vendor shall provide, at its sole cost, all service necessary to implement the proposed fleet fuel management program.

Equipment **must be** compatible with Siemens Hipath 4000 IP based Switch. Baud rate of 9600 up to 115200.

REPORTS AND MANAGEMENT TOOLS

Vendor shall provide access for Baldwin County with on-line reporting 24/7 for all reports, the ability to get daily transactions and immediate addition and deactivation of fleet card and Driver IDs instantly. Vendor must provide on-line access via the internet to the County so it can manage the County accounts and order, replace or lock/unlock cards and Driver Ids. Vendor shall describe to the County its abilities regarding internet based on-line access and features that the County can use with the Vendor's fleet card system on-line. **The Vendor must be able to provide an acceptable electronic transaction file that the County may use to import transaction data into its internally operated systems.** The electronic transaction file must be available at a minimum frequency of weekly and must be available either via Email or Web.

The Vendor shall provide, at its sole cost, weekly reporting to Baldwin County. These reports shall include the following:

A. Vehicle Department
B. Vehicle number and description
C. Date and time of fueling
D. Name of operator or fueler
E. Location of Fueling
F. Gallons dispensed into vehicle
G. Type of fuel
H. Price and extended total price (excluding exempt taxes) of fueling
I. Miles per gallon of vehicle or miles per hour meter
J. A report that provides for the total number of gallons by fuel type
K. Exception reports

Vendor shall have the ability to provide off-site commercial fueling locations within a 5 mile radius of the 8 Baldwin County owned fueling sites and throughout Alabama which shall be accessed by Baldwin County using the same program and having the same card controls and reporting capabilities as the on-site fueling transactions and program.
Upon request of Baldwin County, the Vendor shall, at its sole cost, provide the following monthly summary reports:

A. Monthly recap of weekly information
B. Beginning and ending mileage
C. Monthly fleet analysis reports detailing the fuel expenses of each vehicle on a monthly and year to date basis
D. Year to date fuel reports detailing month to date and year to date information for each vehicle in addition to total cost per mile information for each vehicle

The purpose of these reports is to allow Baldwin County to track and control its fleet expenses

and to extend the life of its vehicles.

SECURITY

The Vendor, at its sole cost, shall provide a card system with adequate restrictions and limitations. Vendor will limit the following, through **Pre-Purchase** controls:

A. Type of fuel allowed for each vehicle
B. Number of gallons per purchase, per vehicle
C. All purchases to fuel.

AUDITS

Baldwin County reserves the right to have its representatives or independent auditors inspect the records maintained by the Vendor concerning the products and services described herein.

TAXES

Baldwin County will pay only the following applicable motor fuel taxes:

Gasoline	Diesel
_____	_____
_____	_____
_____	_____

Baldwin County is exempt from all other applicable fuel taxes as provided by law or shown on certificate(s) of tax exemption on file at Baldwin County.

BID REQUIREMENTS

Prices quoted shall include all fees involved in the entire fleet management program.

All Bidders shall bid as follows:

The off-site price per gallon paid to the Vendor shall be based on the Mobile, Alabama, posted terminal schedule. The wholesale price of fuel, to be determined according to Mobile, Alabama terminal schedule, plus applicable taxes (those from which Baldwin County is not exempt), and the Vendor's service fee shall be added together to reach the total price per gallon to be charged to Baldwin County. The Vendor's service fee, the applicable taxes shall remain constant through the entire term of this contract.

The Vendor shall supply Baldwin County the applicable Mobile, Alabama terminal schedule upon request.

If Baldwin County must purchase fuel from another off- site supplier due to the failure of the Vendor's services or equipment, the Vendor shall credit Baldwin County for the difference, if

any, between that paid for fuel purchased from another supplier and that which the Vendor would have charged.

CANCELLATION CLAUSE

Baldwin County reserves the right to terminate this contract prior to the end of the period indicated upon seven (7) day's written notice, for failure to meet required specifications. In the event of termination, all fuel purchased prior to the effective date of termination shall be paid by Baldwin County.

BID#WG19-36 RESPONSE FORM
Fleet Fuel Management Program

Date: _____

Company Name: _____

Address:_____

_____

Company Rep. _____

_____
(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Payment Terms: Vendor will be paid twice monthly.

The signature on this bid page certifies that the Bidder has carefully examined the instructions, terms and specifications applicable to, and made a part of this bid. Bidder further certifies that the prices shown in its bid is in full compliance with the conditions, terms and specifications of the bid, and that any exceptions taken thereto, may disqualify the bid. Bidder further certifies that it is capable of providing all the services and reports described in this bid. The purpose of this bid is to provide a fleet fuel management program for Baldwin County.

The total bid price per gallon for the on-site Service Fee shall be the only charge to Baldwin County, as per the attached specifications. The off-site bid price per gallon will be based on the applicable OPIS Thursday published wholesale price for fuel purchased each week, plus off-site service fee, plus nonexempt taxes.

For purposes of this bid and to achieve consistency in bid comparisons, the Vendor must use the Mobile, Alabama terminal schedule.

Each bid must be accompanied by a certified check, cashier's check, or Bidder's bond in the amount of five hundred dollars ($500.00).

BID#WG19-36 RESPONSE FORM
Fleet Fuel Management Program

BASE BID

ON-SITE FUELING

Service Fee for on-site Fuel Management Program

Product	Service Fee
Unleaded	_____
Diesel	_____

New Site Equipment Installation _____

INFORMATIONAL PURPOSES

OFF-SITE FUELING

Product	Terminal Average	Service Fee	Total Taxes (not exempted)	Total Bid Price (per gallon)
Unleaded Plus	_____	_____	_____	_____
Diesel	_____	_____	_____	_____

NOTE: Bidder must sign this page in the space provided below.

_____
Signature

_____
Printed Name

_____
Title

Baldwin County Commission

Agenda Action Form

File #: 19-1050, **Version:** 1 **Item #:** BD4

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Matthew Brown, Design Engineer
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Project No. TAPNU-TA17(934), BCP-0203317; Sidewalk Improvements County Road 1 from 1.6 Miles South of Mullet Point Park to Mullet Point Park

STAFF RECOMMENDATION
Award the bid for Project No. TAPNU-TA17(934), BCP-0203317; Sidewalk Improvements County Road 1 from 1.6 Miles South of Mullet Point Park to Mullet Pont Park to the lowest bidder, **Gillis Construction, Inc.,** as follows, and authorize the Chairman to execute the Contract.

Base Bid Amount: $394,342.00	Construction Time: 55 Working Days
Bid Additive 1:	$ 31,585.00	Construction Time: 5 Working Days
Bid Additive 2:	$ 22,060.00	Construction Time: 5 Working Days

Total Bid Amount: $447,987.00.

BACKGROUND INFORMATION

Previous Commission action/date:
12/06/2016 meeting: Approved Resolution #2017-038 and a letter of intent in support of the Fiscal Year 2017 Transportation Alternatives Program (TAP) Project for the County Road 1 sidewalk.

08/01/2017 meeting: Approved Resolution #2017-121 and an Agreement with the Alabama Department of Transportation (ALDOT) for the funding of construction costs associated with the Transportation Alternative Program (TAP) Grant Project - Sidewalk Construction along County Road 1 Mullet Point Park south approximately 2.5 miles. Funding is subject to availability of Federal Aid Funds at the time of authorization. (Agreement shall be effective on the date of the approval of the Governor of Alabama and may be terminated by either party upon the delivery of a thirty (30) day notice of termination.)

04/17/2019 meeting: 1) Authorized the Purchasing Director to advertise a competitive bid for the County Road 1 Sidewalk Construction from Mullet Point Park south 2.5 miles; and 2) Authorized the Chairman to execute any project related documents.

Background: Bids were opened in the Purchasing Conference Room on April 2, 2019 at 2:00 p.m. Seven (7) bids were received. The lowest bid was received from Gillis Construction, Inc., in the total bid amount of $447,987.00 for Base Bid and Bid Additive 1 and 2 with a Construction of 65 Working Days. The Baldwin County Engineer, Joey Nunnally, and the Alabama Department of Transportation has reviewed the bid responses and has submitted the certified Bid Tabulation and letters recommending that the bid be awarded to the lowest bidder, Gillis Construction, Inc., as per the attached Bid Tabulation.

FINANCIAL IMPACT

Total cost of recommendation: $447,987.00

Budget line item(s) to be used: 0203317.5150

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

LEGAL IMPACT

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

Reviewed/approved by: David Conner

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: 04/16/2019

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

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

Additional instructions/notes: N/A

County Road 1 Sidewalk

Project No. TAPNU-TA17(934) - BCP 0203317

BID TABULATION

BALDWIN COUNTY

Item No.	Item Description	Quantity	Units	Gillis Construction		E-J Builders, Inc.		Gillespie Construction LLC		A-Long Boring Inc.		Lewis Environmental Services, Inc.		Asphalt Services Inc.		Blade Construction Inc.	
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
201A-002	Clearing and Grubbing (Approximately 2.07 Acres) (Maximum Allowable Bid $)	1	Lump Sum	$ 1,000.00	$ 1,000.00	$ 6,995.00	$ 6,995.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00	$ 2,070.00	$ 2,070.00	$ 5,000.00	$ 5,000.00	$ 8,100.00	$ 8,100.00
206C-011	Removing Concrete Driveway	310	Square Yard	$ 5.00	$ 1,550.00	$ 16.10	$ 4,991.00	$ 15.00	$ 4,650.00	$ 20.00	$ 6,200.00	$ 30.00	$ 9,300.00	$ 12.00	$ 3,720.00	$ 9.00	$ 2,790.00
206C-023	Removing Riprap	54	Square Yard	$ 10.00	$ 540.00	$ 19.60	$ 1,058.40	$ 25.00	$ 1,350.00	$ 40.00	$ 2,160.00	$ 80.00	$ 4,320.00	$ 20.00	$ 1,080.00	$ 55.00	$ 2,970.00
206D-002	Removing Curb	46	Linear Foot	$ 7.00	$ 322.00	$ 13.20	$ 607.20	$ 12.00	$ 552.00	$ 10.00	$ 460.00	$ 22.00	$ 1,012.00	$ 15.00	$ 690.00	$ 7.00	$ 322.00
206D-030	Removing Utility Lines (Irrigation)	100	Linear Foot	$ 20.00	$ 2,000.00	$ 17.50	$ 1,750.00	$ 10.00	$ 1,000.00	$ 5.00	$ 500.00	$ 10.00	$ 1,000.00	$ 18.00	$ 1,800.00	$ 8.00	$ 800.00
210A-000	Unclassified Excavation	1446	Cubic Yard	$ 5.00	$ 7,230.00	$ 16.90	$ 24,437.40	$ 7.00	$ 10,122.00	$ 12.00	$ 17,352.00	$ 12.00	$ 17,352.00	$ 12.00	$ 17,352.00	$ 18.00	$ 26,028.00
210D-022	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	718	Cubic Yard	$ 20.00	$ 14,360.00	$ 16.00	$ 11,488.00	$ 20.00	$ 14,360.00	$ 15.00	$ 10,770.00	$ 15.00	$ 10,770.00	$ 16.00	$ 11,488.00	$ 17.00	$ 12,206.00
214A-000	Structure Excavation	19	Cubic Yard	$ 14.00	$ 266.00	$ 41.50	$ 788.50	$ 100.00	$ 1,900.00	$ 12.00	$ 228.00	$ 42.00	$ 798.00	$ 25.00	$ 475.00	$ 35.00	$ 665.00
214B-001	Foundation Backfill, Commercial	27	Cubic Yard	$ 10.00	$ 270.00	$ 32.50	$ 877.50	$ 100.00	$ 2,700.00	$ 50.00	$ 1,350.00	$ 30.00	$ 810.00	$ 52.00	$ 1,404.00	$ 130.00	$ 3,510.00
430B-040	Aggregate Surfacing (Crushed Aggregate Base, Type B)	450	Ton	$ 10.00	$ 4,500.00	$ 82.00	$ 36,900.00	$ 50.00	$ 22,500.00	$ 48.00	$ 21,600.00	$ 40.00	$ 18,000.00	$ 46.00	$ 20,700.00	$ 65.00	$ 29,250.00
459C-000	Full Depth Saw Cut	5527	Linear Foot	$ 2.00	$ 11,054.00	$ 1.50	$ 8,290.50	$ 3.75	$ 20,726.25	$ 1.00	$ 5,527.00	$ 3.75	$ 20,726.25	$ 1.80	$ 9,948.60	$ 7.50	$ 41,452.50
530A-098	18" Storm Sewer Pipe (Class 3 R.C.)	43	Linear Foot	$ 60.00	$ 2,580.00	$ 52.00	$ 2,236.00	$ 85.00	$ 3,655.00	$ 38.00	$ 1,634.00	$ 46.00	$ 1,978.00	$ 37.40	$ 1,608.20	$ 36.00	$ 1,548.00
530a-099	24" Storm Sewer Pipe (Class 3 R.C.)	16	Linear Foot	$ 70.00	$ 1,120.00	$ 118.00	$ 1,888.00	$ 100.00	$ 1,600.00	$ 53.00	$ 848.00	$ 65.00	$ 1,040.00	$ 73.70	$ 1,179.20	$ 44.00	$ 704.00
530B-098	22" Span, 14" Rise Storm Sewer Pipe (Class 3 R.C.)	24	Linear Foot	$ 75.00	$ 1,800.00	$ 92.00	$ 2,208.00	$ 100.00	$ 2,400.00	$ 53.00	$ 1,272.00	$ 64.00	$ 1,536.00	$ 78.70	$ 1,888.80	$ 46.00	$ 1,104.00
530B-102	51" Span, 31" Rise Storm Sewer Pipe (Class 3 R.C.)	16	Linear Foot	$ 75.00	$ 1,200.00	$ 188.00	$ 3,008.00	$ 150.00	$ 2,400.00	$ 110.00	$ 1,760.00	$ 208.00	$ 3,328.00	$ 179.75	$ 2,876.00	$ 110.00	$ 1,760.00
600A-000	Mobilization	1	Lump Sum	$ 1,000.00	$ 1,000.00	$ 75,781.00	$ 75,781.00	$ 25,000.00	$ 25,000.00	$ 8,000.00	$ 8,000.00	$ 35,000.00	$ 35,000.00	$ 32,000.00	$ 32,000.00	$ 15,000.00	$ 15,000.00
610D-003	Filter Blanket, Geotextile	80	Square Yard	$ 3.00	$ 240.00	$ 7.00	$ 560.00	$ 5.00	$ 400.00	$ 4.00	$ 320.00	$ 4.00	$ 320.00	$ 4.00	$ 320.00	$ 6.00	$ 480.00
618A-000	Concrete Sidewalk, 4" Thick	4483	Square Yard	$ 45.00	$ 200,835.00	$ 36.20	$ 161,560.60	$ 58.00	$ 258,854.00	$ 42.00	$ 187,446.00	$ 42.00	$ 187,446.00	$ 44.75	$ 199,719.25	$ 46.50	$ 207,529.50
618A-001	Concrete Sidewalk, 6" Thick	1481	Square Yard	$ 55.00	$ 81,455.00	$ 53.30	$ 78,937.30	$ 68.00	$ 100,708.00	$ 47.00	$ 69,607.00	$ 56.00	$ 82,936.00	$ 67.75	$ 100,337.75	$ 58.00	$ 85,898.00
618B-002	Concrete Driveway, 6" Thick	58	Square Yard	$ 70.00	$ 4,060.00	$ 67.80	$ 3,932.40	$ 75.00	$ 4,350.00	$ 55.00	$ 3,190.00	$ 56.00	$ 3,248.00	$ 70.50	$ 4,089.00	$ 60.00	$ 3,480.00
619A-002	18" Roadway Pipe End Treatment, Class 1	1	Each	$ 1,000.00	$ 1,000.00	$ 1,167.00	$ 1,167.00	$ 1,500.00	$ 1,500.00	$ 900.00	$ 900.00	$ 1,500.00	$ 1,500.00	$ 985.00	$ 985.00	$ 1,250.00	$ 1,250.00
619A-202	24" Roadway Pipe End Treatment, Class 1 (Double Line)	1	Each	$ 1,000.00	$ 1,000.00	$ 1,352.00	$ 1,352.00	$ 2,850.00	$ 2,850.00	$ 2,000.00	$ 2,000.00	$ 1,800.00	$ 1,800.00	$ 2,200.00	$ 2,200.00	$ 2,500.00	$ 2,500.00
619B-020	51" Span, 31" Rise Roadway Pipe End Treatment, Class 1	1	Each	$ 1,300.00	$ 1,300.00	$ 1,697.00	$ 1,697.00	$ 2,000.00	$ 2,000.00	$ 2,400.00	$ 2,400.00	$ 2,000.00	$ 2,000.00	$ 2,800.00	$ 2,800.00	$ 1,750.00	$ 1,750.00
620A-000	Minor Structure Concrete	3	Cubic Yard	$ 300.00	$ 900.00	$ 450.00	$ 1,350.00	$ 375.00	$ 1,125.00	$ 1,500.00	$ 4,500.00	$ 850.00	$ 2,550.00	$ 950.00	$ 2,850.00	$ 650.00	$ 1,950.00
621A-011	Junction Boxes, Type 1 Or 1P	2	Each	$ 3,600.00	$ 7,200.00	$ 2,698.00	$ 5,396.00	$ 3,500.00	$ 7,000.00	$ 4,000.00	$ 8,000.00	$ 1,200.00	$ 2,400.00	$ 4,800.00	$ 9,600.00	$ 5,200.00	$ 10,400.00
650A-000	Topsoil	402	Cubic Yard	$ 15.00	$ 6,030.00	$ 12.35	$ 4,964.70	$ 22.00	$ 8,844.00	$ 20.00	$ 8,040.00	$ 23.00	$ 9,246.00	$ 18.00	$ 7,236.00	$ 18.00	$ 7,236.00
652A-100	Seeding	2	Acre	$ 200.00	$ 400.00	$ 3,030.00	$ 6,060.00	$ 350.00	$ 700.00	$ 1,700.00	$ 3,400.00	$ 1,100.00	$ 2,200.00	$ 1,800.00	$ 3,600.00	$ 1,000.00	$ 2,000.00
652C-000	Mowing	2	Acre	$ 200.00	$ 400.00	$ 1,141.00	$ 2,282.00	$ 100.00	$ 200.00	$ 1,700.00	$ 3,400.00	$ 400.00	$ 800.00	$ 600.00	$ 1,200.00	$ 1,000.00	$ 2,000.00
654A-000	Solid Sodding	20	Square Yard	$ 5.00	$ 100.00	$ 11.10	$ 222.00	$ 5.00	$ 100.00	$ 15.00	$ 300.00	$ 23.00	$ 460.00	$ 25.00	$ 500.00	$ 6.50	$ 130.00
656A-010	Mulching	2	Acre	$ 100.00	$ 200.00	$ 1,133.00	$ 2,266.00	$ 200.00	$ 400.00	$ 1,700.00	$ 3,400.00	$ 1,100.00	$ 2,200.00	$ 1,600.00	$ 3,200.00	$ 1,000.00	$ 2,000.00
665A-000	Temporary Seeding	2	Acre	$ 300.00	$ 600.00	$ 1,147.00	$ 2,294.00	$ 200.00	$ 400.00	$ 1,700.00	$ 3,400.00	$ 1,100.00	$ 2,200.00	$ 1,200.00	$ 2,400.00	$ 1,000.00	$ 2,000.00
665B-001	Temporary Mulching	4	Ton	$ 300.00	$ 1,200.00	$ 859.00	$ 3,436.00	$ 500.00	$ 2,000.00	$ 1,700.00	$ 6,800.00	$ 1,100.00	$ 4,400.00	$ 750.00	$ 3,000.00	$ 550.00	$ 2,200.00
665J-002	Silt Fence	8000	Linear Foot	$ 2.00	$ 16,000.00	$ 2.30	$ 18,400.00	$ 4.00	$ 32,000.00	$ 3.00	$ 24,000.00	$ 3.50	$ 28,000.00	$ 6.00	$ 48,000.00	$ 4.00	$ 32,000.00
665O-001	Silt Fence Removal	8000	Linear Foot	$ 1.00	$ 8,000.00	$ 1.10	$ 8,800.00	$ 1.00	$ 8,000.00	$ 1.00	$ 8,000.00	$ 1.00	$ 8,000.00	$ 1.00	$ 8,000.00	$ 1.00	$ 8,000.00
665Q-002	Wattle	1000	Linear Foot	$ 5.00	$ 5,000.00	$ 6.85	$ 6,850.00	$ 6.00	$ 6,000.00	$ 8.00	$ 8,000.00	$ 7.00	$ 7,000.00	$ 10.00	$ 10,000.00	$ 10.00	$ 10,000.00
680A-001	Geometric Controls	1	Lump Sum	$ 500.00	$ 500.00	$ 2,288.00	$ 2,288.00	$ 7,500.00	$ 7,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00
740B-000	Construction Signs	140	Square Foot	$ 6.00	$ 840.00	$ 20.50	$ 2,870.00	$ 20.00	$ 2,800.00	$ 12.00	$ 1,680.00	$ 9.00	$ 1,260.00	$ 15.00	$ 2,100.00	$ 14.00	$ 1,960.00
740D-000	Channelizing Drums	100	Each	$ 50.00	$ 5,000.00	$ 32.10	$ 3,210.00	$ 40.00	$ 4,000.00	$ 40.00	$ 4,000.00	$ 40.00	$ 4,000.00	$ 60.00	$ 6,000.00	$ 50.00	$ 5,000.00
740E-000	Cones (36 Inches High)	50	Each	$ 20.00	$ 1,000.00	$ 12.25	$ 612.50	$ 20.00	$ 1,000.00	$ 30.00	$ 1,500.00	$ 3.00	$ 150.00	$ 25.00	$ 1,250.00	$ 35.00	$ 1,750.00
740I-000	Warning Lights, Type B	2	Each	$ 20.00	$ 40.00	$ 966.00	$ 1,932.00	$ 350.00	$ 700.00	$ 200.00	$ 400.00	$ 400.00	$ 800.00	$ 350.00	$ 700.00	$ 250.00	$ 500.00
740M-001	Ballast For Cone	50	Each	$ 5.00	$ 250.00	$ 4.10	$ 205.00	$ 1.00	$ 50.00	$ 10.00	$ 500.00	$ 1.00	$ 50.00	$ 2.00	$ 100.00	$ 1.00	$ 50.00
			BASE BID TOTAL		**$ 394,342.00**		**$ 505,949.00**		**$ 571,896.25**		**$ 440,844.00**		**$ 487,006.25**		**$ 540,896.80**		**$ 547,773.00**
206C-011	Removing Concrete Driveway	75	Square Yard	$ 5.00	$ 375.00	$ 16.10	$ 1,207.50	$ 15.00	$ 1,125.00	$ 20.00	$ 1,500.00	$ 30.00	$ 2,250.00	$ 12.00	$ 900.00	$ 9.00	$ 675.00
210A-000	Unclassified Excavation	83	Cubic Yard	$ 5.00	$ 415.00	$ 16.90	$ 1,402.70	$ 7.00	$ 581.00	$ 12.00	$ 996.00	$ 12.00	$ 996.00	$ 12.00	$ 996.00	$ 8.00	$ 664.00
210D-022	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	141	Cubic Yard	$ 20.00	$ 2,820.00	$ 16.00	$ 2,256.00	$ 20.00	$ 2,820.00	$ 15.00	$ 2,115.00	$ 15.00	$ 2,115.00	$ 18.00	$ 2,538.00	$ 17.00	$ 2,397.00
430B-040	Aggregate Surfacing (Crushed Aggregate Base, Type B)	20	Ton	$ 10.00	$ 200.00	$ 82.00	$ 1,640.00	$ 50.00	$ 1,000.00	$ 48.00	$ 960.00	$ 40.00	$ 800.00	$ 46.00	$ 920.00	$ 65.00	$ 1,300.00
618A-000	Concrete Sidewalk, 4" Thick	386	Square Yard	$ 45.00	$ 17,370.00	$ 36.20	$ 13,973.20	$ 58.00	$ 22,388.00	$ 42.00	$ 16,212.00	$ 42.00	$ 16,212.00	$ 45.00	$ 17,370.00	$ 46.50	$ 17,949.00
618A-001	Concrete Sidewalk, 6" Thick	115	Square Yard	$ 55.00	$ 6,325.00	$ 53.30	$ 6,129.50	$ 68.00	$ 7,820.00	$ 47.00	$ 5,405.00	$ 56.00	$ 6,440.00	$ 68.00	$ 7,820.00	$ 58.00	$ 6,670.00
618B-002	Concrete Driveway, 6" Thick	48	Square Yard	$ 70.00	$ 3,360.00	$ 67.80	$ 3,254.40	$ 75.00	$ 3,600.00	$ 55.00	$ 2,640.00	$ 56.00	$ 2,688.00	$ 74.00	$ 3,552.00	$ 60.00	$ 2,880.00
650A-000	Topsoil	48	Cubic Yard	$ 15.00	$ 720.00	$ 12.35	$ 592.80	$ 22.00	$ 1,056.00	$ 20.00	$ 960.00	$ 23.00	$ 1,104.00	$ 20.00	$ 960.00	$ 18.00	$ 864.00
			BID ADDITIVE 1 TOTAL		**$ 31,585.00**		**$ 39,456.10**		**$ 40,380.00**		**$ 30,788.00**		**$ 32,605.00**		**$ 35,056.00**		**$ 33,399.00**
206C-011	Removing Concrete Driveway	22	Square Yard	$ 5.00	$ 110.00	$ 16.10	$ 354.20	$ 15.00	$ 330.00	$ 20.00	$ 440.00	$ 30.00	$ 660.00	$ 12.00	$ 264.00	$ 9.00	$ 198.00
210A-000	Unclassified Excavation	110	Cubic Yard	$ 5.00	$ 550.00	$ 16.90	$ 1,859.00	$ 7.00	$ 770.00	$ 12.00	$ 1,320.00	$ 12.00	$ 1,320.00	$ 12.00	$ 1,320.00*	$ 8.00	$ 880.00
210D-022	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0)	186	Cubic Yard	$ 5.00	$ 930.00	$ 16.00	$ 2,976.00	$ 20.00	$ 3,720.00	$ 15.00	$ 2,790.00	$ 15.00	$ 2,790.00	$ 18.00	$ 3,348.00	$ 17.00	$ 3,162.00
430B-040	Aggregate Surfacing (Crushed Aggregate Base, Type B)	10	Ton	$ 10.00	$ 100.00	$ 82.00	$ 820.00	$ 50.00	$ 500.00	$ 48.00	$ 480.00	$ 40.00	$ 400.00	$ 46.00	$ 460.00	$ 65.00	$ 650.00
618A-000	Concrete Sidewalk, 4" Thick	333	Square Yard	$ 45.00	$ 14,985.00	$ 36.20	$ 12,054.60	$ 58.00	$ 19,314.00	$ 42.00	$ 13,986.00	$ 42.00	$ 13,986.00	$ 45.00	$ 14,985.00	$ 46.50	$ 15,484.50
618A-001	Concrete Sidewalk, 6" Thick	72	Square Yard	$ 55.00	$ 3,960.00	$ 53.30	$ 3,837.60	$ 68.00	$ 4,896.00	$ 47.00	$ 3,384.00	$ 56.00	$ 4,032.00	$ 68.00	$ 4,896.00	$ 58.00	$ 4,176.00
618B-002	Concrete Driveway, 6" Thick	9	Square Yard	$ 70.00	$ 630.00	$ 67.80	$ 610.20	$ 75.00	$ 675.00	$ 55.00	$ 495.00	$ 56.00	$ 504.00	$ 74.00	$ 666.00	$ 60.00	$ 540.00
650A-000	Topsoil	53	Cubic Yard	$ 15.00	$ 795.00	$ 12.35	$ 654.55	$ 22.00	$ 1,166.00	$ 20.00	$ 1,060.00	$ 23.00	$ 1,219.00	$ 20.00	$ 1,060.00	$ 18.00	$ 954.00
			BID ADDITIVE 2 TOTAL		$ 22,060.00		$ 23,166.15		$ 31,371.00		$ 23,955.00		$ 24,911.00		$ 26,999.00		$ 26,044.50
	TOTAL BID AMOUNT			**$447,987.00**		**$559,571.25**		**$643,657.25**		**$495,587.00**		**$544,522.25**		**$602,951.80**		**$607,216.50**	
	Bid Bond Included			Yes		Yes		Yes		Yes		Yes		Yes		Yes	
	Contract Returned			Yes		Yes		Yes		Yes		Yes		Yes		Yes	
	Addendum 1 Included			Yes		Yes		Yes		Yes		Yes		Yes		Yes	

ENGINEER'S CERTIFICATE:

I, JOEY NUNNALLY, P.E., COUNTY ENGINEER, HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT BID TABULATION FOR THE ABOVE REFERENCED PROJECT AND TO THE BEST OF MY KNOWLEDGE .

Joey Nunnally, P.E.

Date 4/3/19

*** THERE WAS A MATHMATICAL ERROR IN THE CONTRACTOR'S PROPOSAL: THE TOTAL PROVIDED IN THE PROPOSAL WAS $144.00 WHEN THE ACTUAL TOTAL WAS $1,320.00 AS SHOWN IN THE HIGHLIGHTED CELL. THIS ERROR DID NOT IMPACT THE OUTCOME OF THE BID AWARD.**

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

April 3, 2019

Baldwin County Commission
312 Courthouse Square
Bay Minette, AL 36507

Re: TAPNU-TA17(934) – BCP 0203317
COUNTY ROAD 1 SIDEWALK
BALDWIN COUNTY
AREA 200

Dear Commissioners:

My office has thoroughly reviewed the bids taken on April 3, 2019, for the above referenced project. Gillis Construction Inc., was the low bidder under the Base Bid and Additives 1 & 2 with a bid of $447,987.00. This project is funded through the Alabama Department of Transportation (ALDOT) Transportation Alternatives Program (TAP) with a total award of $450,000, of that $360,000 will be reimbursed through the program and the County will provide the remaining $90,000 matching funds as budgeted in the FY 2018 budget.

Each bid package has been reviewed for the inclusion of the appropriate bid bond.

Based on this information, it is my recommendation that the Baldwin County Commission award this contract to the lowest bidder, Gillis Construction.

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

Sincerely,

Joey Nunnally, P.E.
County Engineer

JN/jes

ATTACHMENT
cc:File

ALABAMA
DEPARTMENT OF TRANSPORTATION

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

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

April 4, 2019

Mr. Joey Nunnally, P.E.
County Engineer
Baldwin County Highway Department
P.O. Box 220
Silverhill, Alabama 36576

Attn: Mr. John Sedlack

Dear Mr. Nunnally:

RE: Project No. TAPNU-TA17(934)
Sidewalks along County Road 1
Baldwin County

This is to advise you that this office has reviewed the bids submitted on the above-referenced project. The low bid was submitted by Gillis Construction in the amount of $447,987.00. ALDOT concurs in awarding the contract to this bidder, in the aforementioned amount, if you elect to do so.

If you have any questions or need additional information, please contact Mr. Dewayne Hood at (251) 470-8253.

Sincerely,

Mathew J. Ericksen, P.E.
Region Engineer

By: Dewayne A. Hood
Dewayne A. Hood
Transportation Administrator
Special Projects

MJE/TWG/dah
c: File

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 GILLIS CONSTRUCTION INC. , (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission at its April 16, 2019 meeting awarded the bid for **PROJECT NO. TAPNU-TA17(934), BCP-0203317; SIDEWALK IMPROVEMENTS COUNTY ROAD 1 FROM 1.6 MILES SOUTH OF MULLET POINT PARK TO MULLET POINT PARK** to GILLIS CONSTRUCTION INC., in the amount of FOUR HUNDRED FOURTY-SEVEN THOUSAND NINE HUNDRED EIGHTY-SEVEN DOLLARS. ($ 447,987.00) with a completion time of **FIFTY-FIVE (55) WORKING DAYS** are allowed for the construction of the base project. **FIVE (5) WORKING DAYS** are allowed for the construction of Bid Additive 1 as awarded. **FIVE (5) WORKING DAYS** are allowed for the construction of Bid Additive 2 as awarded.

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

I. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out. Time is of the essence for all provisions of this Contract.

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

III. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

V. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VI. Legal Compliance. The PROVIDER shall at all times comply with all applicable federal, state, local and municipal laws and regulations.

VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate, in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

VIII. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.

IX. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

X. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.

XI. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

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

XIII. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at

the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: GILLIS CONSTRUCTION INC.
9823 SMITHFIELD FARM RD.
BAY MINETTE AL, 36507

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

XV. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and conditions being expressly incorporated herein by reference, and without limitation will encompass:

The work consists of properly performing the following tasks in accordance with the plans, specifications, regulations, codes and good engineering and construction practices:

PROJECT NO. TAPNU-TA17(934), BCP-0203317; SIDEWALK IMPROVEMENTS COUNTY ROAD 1 FROM 1.6 MILES SOUTH OF MULLET POINT PARK TO MULLET POINT PARK

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

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

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

ATTACHMENTS:

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

PROJECT NO. TAPNU-TA17(934), BCP-0203317; SIDEWALK IMPROVEMENTS COUNTY ROAD 1 FROM 1.6 MILES SOUTH OF MULLET POINT PARK TO MULLET POINT PARK

County and Provider/Contractor jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Contract noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVI. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation subject to the terms set out below.

XVII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

XVIII. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XIX. Direct Expenses. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by Provider upon approval of the County Engineer. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

In making the partial payments, there shall be retained not more than **five percent** of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and **after 50 percent completion** has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract unless the escrow or deposit arrangement as described in Code of Alabama 1975 Section 39-2-12 subsections (f) and (g) is utilized. Provided, however, no retainage shall be withheld on contracts entered into by the Alabama Department of Transportation for the construction or maintenance of public highways, bridges, or roads.

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement. Final payment will be made 30 days after the last day of advertisement.

Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The Contractor shall have **FIFTY-FIVE (55) WORKING DAYS** allowed for the construction of the base project. **FIVE (5) WORKING DAYS** allowed for the construction of Bid Additive 1 as awarded. **FIVE (5) WORKING DAYS** allowed for the construction of Bid Additive 2 as awarded. after the notification to proceed to complete the work. The contract shall terminate upon either the expiration of no more than **FIFTY-FIVE (55) WORKING DAYS** are allowed for the construction of the base project. **FIVE (5) WORKING DAYS** are allowed for the construction of Bid Additive 1 as awarded. **FIVE (5) WORKING DAYS** are allowed for the construction of Bid Additive 2 as awarded.

XXI. after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the County. [Nothing herein stated shall prohibit the County from otherwise terminating this Contract according to the provisions herein.]

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

XXIII. Indemnification. Provider shall indemnify, defend and hold the County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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

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

XXVI. Insurance. The Provider shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically

state that such insurance shall provide for at least thirty (30) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. (Note: The Provider shall be required to provide the insurance required in Item X Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

XXVII. Surety. As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

A. Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the term of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response

C. Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract or as set forth in the Project Bid Requirements. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

D. Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent, and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXVIII. Liquidated Damages

Liquidated damages will be assessed according to the Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition, Section 108.11.

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Sections 39-1-1, et seq., Code of Alabama (1975), as amended. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

"(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . . . §39-1-1(f) Code of Alabama (1975), as amended.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand ($50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

XXX. The public works project which is the subject of this invitation to bid is 80% Federal Funding and 20% County Funding.

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

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

COUNTY
BALDWIN COUNTY COMMISSION

_____/_____
Chairman /Date

ATTEST:

_____/_____
County Administrator /Date

PROVIDER:

_____/_____:

By_____/Date Its

_____

***NOTARY PAGE TO FOLLOW*:**

(State of Alabama)

(County of Baldwin)

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

GIVEN under my hand and seal on this the _____day of _____, 20___.

_____
Notary Public
My Commission Expires:_____

(State of Alabama)

(County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 20____.

_____
Notary Public
My Commission Expires: _____

GULF COAST MEDIA

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

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

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. Wallace 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:

03/06/2019, 03/13/2019, 03/20/2019

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

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

X _____
April M. Wallace, Legal Ad Representative

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 03/20/2019.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 296501

SIDEWALK IMPROVEMENTS

Amount of Ad: $633.36

Legal File# SIDEWALK IMPROV

RECEIVED
MAR 25 2019
Accounting/S. Grant

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 April 2, 2019, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

PROJECT NO.
TAPNU-TA17(934),
BCP-0203317;
SIDEWALK IMPROVEMENTS COUNTY ROAD 1 FROM 1.6 MILES SOUTH OF MULLET POINT PARK TO MULLET POINT PARK

FIFTY-FIVE (55) WORKING DAYS are allowed for the construction of the base project. FIVE (5) WORKING DAYS are allowed for the construction of Bid Additive 1 as awarded. FIVE (5) WORKING DAYS are allowed for the construction of Bid Additive 2 as awarded.

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

A Pre-Bid Conference will be held on March 26, 2019 at 2:00 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.

There are no DBE requirements for this project.

This public works project is 80% Funding from Federal Highway Administration Transportation Alternative Program and 20% County Funding. Davis Bacon requirements will 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.

COUNTY COMMISSION OF
BALDWIN COUNTY,
ALABAMA

Charles F. Gruber
Chairman, Baldwin
County Commission
March 6-13-20, 2019

ALABAMA MEDIA GROUP

The Birmingham News

LEGAL AFFIDAVIT

AD#: 0009048337 Total $907.50

State of Alabama,) ss
County of Jefferson)

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

The Birmingham News 03/01, 03/08, 03/15/2019

Principal Clerk of the Publisher

Sworn to and subscribed before me this 15th day of March 2019

Notary Public

JUANITA DEPUY
MY COMMISSION EXPIRES
APRIL 17, 2021
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 April 2, 2019, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

PROJECT NO. TAPNU-TA17(934), BCP-020337; SIDEWALK IMPROVEMENTS COUNTY ROAD 1 FROM 1.6 MILES SOUTH OF MULLET POINT PARK TO MULLET POINT PARK

FIFTY-FIVE (55) WORKING DAYS are allowed for the construction of the base project. FIVE (5) WORKING DAYS are allowed for the construction of Bid Additive 1 as awarded. FIVE (5) WORKING DAYS are allowed for the construction of Bid Additive 2 as awarded.

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.

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

A Pre-Bid Conference will be held on March 26, 2019 at 2:00 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.

There are no DBE requirements for this project.

This public works project is 80% Funding from Federal Highway Administration Transportation Alternative Program and 20% County Funding. Davis Bacon requirements will 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.

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA
Charles F. Gruber
Chairman, Baldwin County Commission

Bham News: March 1, 8, 15, 2019

ALABAMA MEDIA GROUP

Press Register

LEGAL AFFIDAVIT

AD#: 0009048506 Total $780.89

State of Alabama,) ss
County of Mobile)

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

Press Register 03/01, 03/08, 03/15/2019

Principal Clerk of the Publisher

Sworn to and subscribed before me this 15th day of March 2019

Notary Public

JUANITA DEPUY
MY COMMISSION EXPIRES
APRIL 17, 2021
NOTARY PUBLIC
STATE OF ALABAMA

ADVERTISEMENT FOR BIDS

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COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA
Charles F. Gruber
Chairman, Baldwin County Commission
PRESS REGISTER
March 1, 8, 15, 2019

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

choose to know

Montgomery Advertiser

montgomeryadvertiser.com

Daily-Montgomery, Montgomery County, AL

E-Verify#: DHS72179

PROOF OF PUBLICATION

State of Alabama

County of Montgomery:

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

ADVERTISEMENTFORBIDSSEALEDPROPOSALSWILLBERECEIV

Ad Number: 0003412115

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

03/01/19, 03/08/19, 03/15/19

Affiant further says that the said *Montgomery Advertiser* is a newspaper published in said Montgomery County, Alabama, and that the said newspaper has heretofore been published in said Montgomery County, Alabama, and has been entered as second class matter at the Post Office in said Montgomery County, Alabama, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Now due on said account is $1,220.10

Subscribed and sworn to before me this 15th day of March
by Crystal Jones who is personally known to me.

Affi

Shalawn Williams Nota

SHALAWN WILLIAMS
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES NOV. 19, 2020

RECEIVED
MAR 18 2019
Accounting/S. Gra

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COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Charles F. Gruber
Chairman, Baldwin County Commission
Mont. Adv. 3/1, 3/8, 3/15/2019
3412115

Baldwin County Commission

Agenda Action Form

File #: 19-1051, **Version:** 1 **Item #:** BD5

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wanda Gautney, Purchasing Director/Pat Ryan, Code Enforcement Officer
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Request for Proposals (RFP) for Hazardous Waste Cleanup Services for the Baldwin County Commission

STAFF RECOMMENDATION
Authorize the Purchasing Director to solicit a Request for Proposals (RFP) for Hazardous Waste Cleanup Services for a three (3) year period for the Baldwin County Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff is requesting that the Commission approve the attached Request for Proposals (RFP) for Hazardous Waste Cleanup Services. The current Contract for the services will expire on June 7, 2019. The Request for Proposals will be for Hazardous Waste Cleanup Services for a three (3) year period. Baldwin County is required to have a Spill Prevention Control and Counter Measures Plan (SPCC Plan) in accordance with the Environmental Protection Agency (EPA) guidelines for all County backyard fueling sites. The SPCC Plan requires that you list a qualified company to perform the cleanup for any spills that may occur from County owned and operated fueling equipment. In order for the County to be eligible to participate in the Alabama Underground and Aboveground Storage Tank Trust Fund the County has to have a Spill Prevention Plan in place for all fuel site located on County property.

Recommend the Commission authorize the Purchasing Director to place a Request for Proposals (RFP) for Hazardous Waste Cleanup Services for a three (3) year period.

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: 04/16/2019

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 RFPs

Additional instructions/notes: N/A

REQUEST FOR PROPOSALS
BALDWIN COUNTY COMMISSION
Hazardous Waste Cleanup Services

A. INTRODUCTION:

The Baldwin County Commission requests formal written proposals and qualifications from hazardous waste cleanup Contractors to supply environmental cleanup services, initial incident investigations, and hazardous waste disposal.

B. CONTACT:

All communications concerning this Request for Proposal (RFP) are to be directed to the attention of:

Wanda Gautney, Purchasing Director
Baldwin County Commission
312 Courthouse Square, Suite 15
Bay Minette, AL 36507
Phone: (251) 580-2520
E-mail: wgautney@baldwincountyal.gov

C. SUBMISSION REQUIREMENTS

One (1) original and two (2) copies of the proposal must be received by the County prior to 2:30 P.M., (Central Standard Time) on May 1, 2019. All copies of the proposal must be under sealed cover and plainly marked. No emailed or faxed proposals will be accepted. Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director
Baldwin County Commission
Mailing Address: 312 Courthouse Square, Suite 15, Bay Minette, AL 36507
Physical Address: 257 Hand Avenue, Bay Minette, AL 36507

D. GENERAL SPECIFICATIONS:

The Baldwin County Commission is requesting proposals for the performance of hazardous waste cleanup services and hazardous waste disposal in cases where the Baldwin County Commission is acting as the lead agency.

Since this Request for Proposal does not contain incident-specific information, which may affect the cost of service, proposals will be accepted on a time and materials basis. Please include with your proposal your markup for subcontractors (markup is not to exceed 10%). Note: markups for equipment, regular site costs (such as utilities) and primary contractor services (such as telephone calls, copying, mailing costs, meals, digital scanning, and lodging) will not be allowed under this contract.

E. SCOPE OF SERVICES

In general, the Contractor shall perform cleanup work in accordance with the current Baldwin County Commission, ADEM, EPA, or other regulatory agency procedures and at the direction of the Baldwin County Commission designated representative. Hazards may be petroleum based or other hazardous waste.

Hazardous incidents may include but are not limited to the following:

A. Spills
   1) Storage Tanks
   2) Fuel Tanks
   3) Tanker Trucks
   4) Shoreline Exposure from offshore or onshore

B. Disposal of contaminated equipment (i.e. fire/emergency response equipment, etc.)

C. Hazardous waste disposal (i.e. biohazards)

Details on specific hazard response activities are described below:

Responding to the hazard to assess work needed. The County Representative will assure notification to the National Response Center (NRC) as per federal requirements.

Site Specific Health and Safety Plan (HASP)

Performance of the hazard response requires the contractor to prepare a site specific Health and Safety Plan (HASP) which complies with the requirements of 29 CFR 1910.120. The HASP may be prepared from a generic hazard response HASP.

The task specific HASP must comply with Federal 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" (HAZWOPER) requirements. All contractor sub-contractors shall be covered by the HASP. The HASP, at a minimum, shall provide a well organized structure for the hazardous waste activities related to the hazards of all incidents, and the specifics of this incident, indicating: specific organizational roles and responsibilities; that each project team has sufficient technical resources and training to complete their tasks; definition of roles, and communication channels; and emergency response routes and procedures.

This HASP will cover hazards associated with documented contamination at the incident and will also be used in areas where unknown contaminants are expected to be encountered. It includes on-site monitoring by an environmental professional in contaminated areas, soil and groundwater screening levels, required type of personal protective equipment and action levels to determine when each type of protective equipment is to be used, and minimum worker training requirements. In all cases, the Baldwin County Commission worker safety requirements including 29 CFR 1920.120 must be met and will be the responsibility of the response contractor.

Work Plan Development/Site Specific Cost Estimate

Once the emergency phase of the incident has been mitigated, cleanup activities require the preparation of a response plan and/or investigation work plan, which describes in detail the actions needed for additional cleanup and/or investigation. The activities performed during the investigation should be selected to achieve the goals stated below (see Phase II Hazard Investigation). The work plan will be submitted to and approved by Baldwin County Commission's designated representative prior to the start of additional work at the incident scene.

Additional cleanup of the incident will require a work plan with an approach to the cleanup, a cost estimate, and a schedule to perform the work. The investigation work plan will include a cost estimate and schedule for the investigation. The work plan must be approved by the Baldwin County Commission prior to the start of the investigation. If a reportable quantity has been released, the work plan will be submitted to ADEM for review.

Phase II Hazard Investigation

Once the cleanup is complete, an investigation into the remaining contamination from the incident may need to be performed to determine the type of contaminant, the remaining source(s), degree and extent of contamination at the incident, and to evaluate risk to sensitive receptors (this is similar to a Site Investigation). The contractor shall be capable of, or have subcontractors available to, at a minimum, perform the following investigation activities:

- Site survey (may include physical features, geological features, geophysical surveys, soil gas surveys);
- Site plan and location map preparation (including GPS location of the site [latitude/longitude, 5-meter accuracy]), surface and subsurface features, groundwater level contours, contaminant compound-specific is concentration contours, site specific geologic maps);
- Identification of actual and potential hazardous waste sources;
- Identification of potential threats to ground water, surface water, and drinking water wells including information about the location of potential threats;
- Installation of monitoring wells, piezometers, test pits or other exploratory techniques for evaluation of the site (including direct-push technology);
- Collection and analysis of soil, soil vapor, sediment, water and air samples to determine type, degree, and extent of contamination. The contractor shall indicate their ability to perform low flow sampling;
- Determination of site specific geologic and hydrogeologic characteristics (including collection of core samples, soil characterization tests, vapor pump tests, aquifer pump tests, slug tests, geophysical surveys, fracture trace analysis);
- Determination of receptors impacted or threatened by contamination (including collection of air, soil, and water samples from receptor locations);
- Determination of exposure to released contaminants (including indoor air vapor surveys, packer tests);
- Ability to provide field screening and field analytical services. Examples of techniques that may be required are photoionization detector, explosimeter, $\%O_2$-LEL meter, gas chromatograph, immunoassay, field laboratories, and detector tubes; and
- Contractors will have their Standard Operating Procedures for sample collection made available to the City upon request.

At the County's discretion, site investigation following a cleanup may be turned over to the Responsible Party or a Site Investigation Contractor.

Final Report

The Final Report shall meet all of the requirements that apply to the incident. In cases where all of the contamination has been cleaned up during the initial response phase, the report will include a description of the cleanup process, paperwork on the disposal of the waste, confirmatory sample results, and pictures/maps showing exactly what work was performed. The following laboratory quality control data shall be included with each analytical test results report, or made available upon request:

- Sample collection, extraction (if applicable), and analysis dates; Compound-specific practical quantization limits;
- For organics, the results of surrogate spikes and matrix spikes (reported as percent recoveries), and lab duplicates (reported as relative percent difference);
- For metals, the results spikes (reported as percent recoveries) and lab duplicates (reported as relative percent difference);
- For soils and sediments, the percent moisture must be reported, and the report must specify if the results are on a dry-weight basis or a wet-weight basis; and
- Identification of quality control data which falls outside of the acceptable range for the applicable method of analysis.

Miscellaneous Services

The Agency may, from time to time, require Contractor/Consultant services not specified in the work descriptions above (e.g. expert testimony, report preparation on special topics). The contractor shall be available for performing these miscellaneous services.

Disposal of Hazardous Wastes

The Contractor will be expected to dispose of or make arrangements to dispose of any collected hazardous waste following all appropriate regulations. If the Contractor plans on subcontracting this task, the Contractor will have to list the Sub-Contractor they are planning on using.

F. PROJECT SCHEDULE

1. The Contractor will begin to mobilize and respond to the incident upon verbal notification from the Baldwin County Commission designated representative.
2. The Contractor will have 24 hour on-call capability.

G. PROPOSAL FORMAT

The proposal shall include the project schedule and the following elements:

1. Bidder contact information, including firm name, mailing address, physical address, bid contact person, office telephone, mobile telephone, pager, and facsimile numbers, and e-mail address.

2. Identity, qualifications, and experience and previous assignments of the persons who will be available for work (Project Team) under this contract. For each member of the Project Team, please include:

    - Name and Title;
    - Project Team Role – select one of the following: principal, senior scientist/engineer, project scientist/engineer/manager, staff scientist/engineer, field technician II, field technician I, draftsperson I, draftsperson II, administrator and secretary/clerical;
    - Education level, degrees held, major;
    - Number of years of overall professional environmental experience – includes professional experience in the private or public sector performing work specifically related to hazard response, environmental site investigation, and remediation; and
    - Billing rate in dollars per hour.

    In addition, provide a resume for each member of your Project Team in an appendix to your proposal.

3. Policy Statement – The Baldwin County Commission has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts. In addition, the County will also require a letter stating that your company is a drug free workplace, is compliant with Clean Air and Water Laws and Regulations, and is compliant with Equal Opportunity and Non-Segregated Facilities Guidelines.

4. Other Costs – Price list and billing rates for equipment rental, laboratory services and subcontractor markup. Project Management services may not be subcontracted.

    For equipment, provide a table showing rates for all equipment you plan to make available under this contract, enter the daily and hourly rates for the following field equipment: vac trucks, spill boom, photoionization detector, explosimeter, oil/water interface probe, water level meter, pH meter, 'trash' pump, 2" submersible pump, respirator and Level-B protective suit.

Include a rate sheet for any other subcontractor services you are offering. Include with your proposal your markup for subcontractors (markup is not to exceed 10%). Note: markups for equipment, regular site costs (such as utilities) and primary contractor services (such as telephone calls, copying, mailing costs, meals, lodging) will not be allowed under this contract.

5. Response Time – Please include your firm's response time. This should include response times for both incident assessment and actual mobilization to the scene with the appropriate resources to complete the response.

6. Response Scope Determination – Describe how your firm determines how many people and what resources to mobilize to a particular incident. Describe how your firm manages the need to increase the number of responders and resources when required during the course of a particular incident response.

7. Rates – Provide your firm's billing rates for personnel and equipment. Include overtime rates, equipment/material rates, and subcontractor markups.

8. Proof of Insurance – A proof-of-insurance form for the required insurance coverage (Workers Compensation, General Liability and Property Damage, Automotive Liability.) In addition, a proof-of-insurance form for professional liability (errors and omissions) insurance coverage is also required (Limit - $1 million aggregate). Insurance coverage must be in place by the contract start date.

9. Proposal Delivery - The specifications and all executed bid forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the bidder. In the event more than one bid opening is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. The face of the envelope shall be plainly marked identifying the bid requisition number and opening date and time. It shall be the sole responsibility of the bidder to assure receipt of bid at the Purchasing Office prior to the published time for the bid opening. No bid will be opened that is received after closing time for receipt of bids, nor will any offers by telephone, fax, or any electronic means be accepted.

H. CANDIDATE SELECTION CRITERIA

All proposals will be judged by the following criteria:

- Completeness – All proposals shall be evaluated for completeness. In the event an insufficient number of proposals are considered complete, bidders may be given extra time to submit addendums.
- Education and experience of the Project Team
- Cost
- Response Times

Based upon the results of the proposal evaluation, the Baldwin County Commission may conduct interviews to assist with the final selection of contractors. The County may also negotiate certain costs to go into the contract.

I. HOLD HARLESS PROVISION

The vendor shall at all times indemnify and save harmless the County and its Departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

J. CONTRACT TERM

It is the intent of the Baldwin County Commission to award this contract for a thirty-six (36) calendar month period.

It is the County's intent to award the Contract to one Vendor.

K. OTHER CONTRACTS

The County reserves the right to issue other contracts or direct other Contractors to work within the area included in this contract.

L. SERVICE PROVIDER QUALIFICATIONS

All vendors, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The vendor expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with federal grant monies and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website http://www.gpoaccess.gov/index.html Code of Federal Regulations.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All out-of-state vendors must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website www.baldwincountyal.gov A Disadvantaged Business Enterprise or DBE means a for-profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

M. CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained. The Contractor shall not allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been obtained and approved.

M. COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

N. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability $500,000.00 per occurrence bodily injury and property damage; $5,000 per person medical payments or medical expense; $500,000.00 per occurrence bodily injury and property damage; $5,000 per person medical payments or medical expense; $500,000.00 personal and advertising injury; $50,000.00 fire damage (any one firm); $1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

ATTACHMENT "A"

Hazardous Waste Cleanup Response Application

Coverage Location: Baldwin County, Alabama

1. Name, address, business phone number, fax phone number, 24 hour number and e-mail address of your company.

_____
_____
_____
_____
_____

2. Where is your business located? Give actual mileage and accurate directions to the nearest Baldwin County facility.

_____
_____
_____
_____
_____
_____

3. Name of owner(s)/proprietor(s), partners, principal officers (for corporations, LLC's etc.).

_____

4. Form of ownership: Individual proprietorship _____Partnership _____

Registered business corporation _____Other _____

Alabama Secretary of State Vendor Registration Number_____

5. Do you own/lease the facility? _____

If leased, do you have the option to renew? YES_____ NO_____
If answer is yes, give number of years until renewal. _____

6. How long have you been operating at this location? _____

7. Years' experience in HAZMAT response. _____

8. Has your company ever been charged with any local, state or federal violations?

Yes_____ No _____,
If so please provide explanation.

_____
_____
_____

9. Does your company have the personnel and equipment capable of cleaning up a potentially large Spill Emergency of fuel oil? (E.g. an overturned tanker truck is leaking fuel oil on the Baldwin County public road

system, will your company have the resources to contain, control, and off-load the flammable liquid, so the vehicle can be removed from the roadway)?

YES_____ NO_____

10. Does your operation provide 24/7 emergency spill response?

YES_____ NO_____

11. Identify where wastes will be transported, specifying approved treatment, storage and disposal facilities. (TSDF's)

12. Total Number of HAZMAT Technicians that are full time employees?

_____

13. The administrative officer responsible to sign the application.

Name _____
Address _____
City/Zip _____
Phone # _____
E-Mail _____

14. The contact person responsible for overseeing the HAZMAT team.

Name _____
Address _____
City/Zip _____
Phone # _____
E-Mail _____

15. Provide a copy of all city and state licenses you and/or your operation possess.

_____
_____
_____

16. Please provide the following permit and/or license numbers:

EPA Identification Number _____
EPA/State Facility Permit _____
State of Alabama Hazardous Waste Hauler certificate/Permit _____
Other _____

17. Have you, any principal officer(s), or key employee(s) ever been convicted of crime(s)?

YES_____ NO_____

18. Have you or any principal officer(s) or key employee(s) been adjudged bankrupt or reorganized due to insolvency in the last 10 years, or was or is otherwise subject to any such prior or pending bankruptcy or reorganization proceeding?

YES____ NO____

19. Describe your business/service facility(ies), noting the square footage size of the entire building(s), office size.

_____
_____
_____
_____
_____
_____

20. Do you have an emergency response plan and procedures in accordance with 29 CFR1910.120

YES_____ NO_____

21. Has your operation instituted a medical surveillance program for members of its HAZMAT team in accordance with 29 CFR1910.12 (q) (9)? The applicant agrees to keep each individual's medical record on file for thirty (30) years after the date the individual leaves the HAZMAT team.

YES_____ NO_____

22. Does the team have a dedicated EMS response service on each incident?

YES_____ NO_____

23. Does your team have a written procedure(s) for DECON? YES_____ NO_____

24. Does the team have a dedicated Training Officer? YES_____NO _____

25. Does your team's training program include the following topics?
a. Recognition and Identification of Hazardous Materials YES ____NO ____
b. Hazard and Risk Assessment YES ____NO ____
c. Familiarization of Emergency Response Plan YES ____NO ____
d. Understanding Termination Procedures YES ____NO ____
e. Team Organization YES ____NO ____
f. Incident Command System YES ____NO ____
g. Use of PPE YES ____NO ____
h. Use of SCBA YES ____NO ____
i. Decontamination procedures YES ____NO ____
j. Use of field survey instruments and equipment YES ____NO ____
k. Control, Containment and Confinement techniques YES ____NO ____

26. Identify the number of team members certified to the following levels:
a. Haz-Mat Incident Commander _____
b. Haz-Mat Specialist _____
c. Haz-Mat Technician _____
d. Haz-Mat Operations _____
e. Haz-Mat Awareness _____

27. Does each Team Member complete a set training program prior to responding to incidents?
YES_____ NO_____

28. Does each Team Member receive complete physicals, in accordance with OSHA standards, prior to responding to incidents?
YES_____ NO_____

EMERGENCY TREATMENT/NON-EMERGENCY TREATMENT

1. Are there provisions for emergency treatment and acute non-emergency treatment made at each site?
YES ____ NO ___

2. Does each Response Crew have personnel trained in emergency first aid?
YES ____ NO ___

3. Are all response personnel trained in emergency decontamination procedures in coordination with the Emergency Response Plan?
YES____ NO ___

4. Are emergency/first aid stations established on site?
YES ____ NO ___

a. General first aid (e.g. minor cuts, sprains, abrasions) YES ____ NO ___

5. Is there established protocols for monitoring heat stress?
YES ____ NO ___

6. Is there a review of emergency procedures with all site personnel at safety meetings before the beginning of the work?
YES ____ NO ___

By my signature, I swear, or affirm, that the foregoing information is a true and accurate description of the business of _____ (Company Name) and accurately states its business practices and fee schedules.

I understand that failure to truthfully and accurately describe the business practices and fee schedule(s) may eliminate_____ (Company Name) from consideration as an Emergency Spill Responder with Baldwin County Commission.

Signed_____
Title _____
Date _____

State of _____

County of_____

_____, being duly sworn, deposes and says he

is_____ of the above-named county.

Sworn before me this _____day of _____ in the year _____

Federal Tax ID No._____

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as "PROVIDER").

The bid specifications are fully set forth as part of this contract.

WITNESSETH:

Whereas,

Whereas,

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

I. Definitions. The following terms shall have the following meanings:

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER:

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

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

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or

condition, but the same shall continue in full force and effect.

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

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: _____
_____
_____

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified contractor. The general scope of work for the services shall include all the terms and Conditions of "Request for Proposals," the same being expressly incorporated herein by reference, and without limitation will encompass:

" All provision and conditions and/or specifications listed/stated in the Request for Proposal for Hazardous Waste Cleanup for the Baldwin County Commission."

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

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

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner

consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

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

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

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be $ _____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for thirty-six (36) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of thirty-six (36) months or either by giving thirty (30) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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

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

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract

immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

_____/_____
CHARLES F. GRUBER, Chairman /Date

ATTEST:

_____/_____
WAYNE DYESS, /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____ , a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, 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 _____ day of _____, 2019.

_____
Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider Name
_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2019.

_____
Notary Public,_____
My Commission Expires

Baldwin County Commission

Agenda Action Form

File #: 19-1052, **Version:** 1 **Item #:** BD6

Meeting Type: BCC Work Session
Meeting Date: 4/9/2019
Item Status: New
From: Wanda Gautney, Purchasing Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Request for Qualifications (RFQ) for On-call Construction Services for the Baldwin County Commission

STAFF RECOMMENDATION
Approve the attached Request for Qualifications (RFQ) for On-call Construction Services and authorize the Purchasing Director to advertise the RFQ.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: During the March 12, 2019, Work Session, Commission requested staff prepare for their approval a solicitation for On-call Construction Services. The On-call List will be used on public works projects that fall within the $15,000.00 to $49,999.00 project cost. Contractors will be selected for the "On-call" list and will be used for the next three (3) years. Recommend the Commission authorize the Purchasing Director to place a Request for Qualifications (RFQ) for On-call Construction Services for a three (3) year period.

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: 04/16/2019

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

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

Additional instructions/notes: N/A

REQUEST FOR QUALIFICATIONS (RFQ'S)
For On-Call Construction Services for the Baldwin County Commission

1.0 PROJECT ANNOUNCEMENT

Through this Request for Qualifications (RFQ), Baldwin County Commission is inviting Contractors to submit their qualifications to do business on an on-call basis for Baldwin County Commission for a thirty-six (36) month period on miscellaneous construction projects valued at $15,000.00 to $49,000.00.

The Commission will select Contractors based on the criteria set out in this RFQ. Once selected the Contractor will be placed on an "On-Call" List for Construction Services. Contractors will provide on-call services performing construction work on County buildings, including remodeling, retrofitting, and renovation projects. Baldwin County Commission will send a Request for Proposals (RFP) for each project to all selected on-call Contractors. Contractor proposals that meet RFP requirements will be evaluated based on cost, and ability to construct the job in a timely manner. Contractor shall provide all the necessary materials, if required and not furnished by Baldwin County Commission, labor and equipment to complete each project. Baldwin County Commission will enter into a Public Works Contract for each specific construction project with the Contractor that submitted the best proposal that fall within the $15,000.00 to $49,999.00 project cost. Minor design services may be required on some projects. Baldwin County Commission will not guarantee issuance of any work under this RFQ.

All Alabama Public Works Laws will comply to any Contracts executed from this RFQ.

Application Deadline: xxxxxx, xxxxx, x, 2019 at 2:00 P. M. Central Standard Time

Respondents shall submit ONE ORIGINAL qualification package and THREE COPIES to:

Wanda Gautney, Purchasing Director
312 Courthouse Square, Suite 15 (mailing address)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
(251) 580-2520

The Baldwin County Commission (BCC) reserves the right to waive any informalities, to reject any and all submittals, and to negotiate with any respondent to the RFQ.

2.0 OWNERS REPRESENTATIVE

2.1 Wanda Gautney
Purchasing Director
Baldwin County Commission
257 Hand Avenue
Bay Minette, Alabama 36507

3.0 INSTRUCTIONS TO RESPONDENTS

3.1 Proposals must be submitted in sealed envelopes marked with the name of the Respondent and the words "RFQ FOR ON-CALL CONSTRUCTION SERVICES" marked on the outside of the envelope. Submittals will not be accepted or considered after the deadline for receipt of the requested submittal. EMAILED ORIGINALS WILL NOT BE ACCEPTED.

3.2 Evidence of Contractor's authority to do business in the State must be included in the submittal. State Contractors License number, if applicable. All Contractors will be required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

3.2.1 Minimum requirements for this RFQ include evidence of at least five (5) completed projects. The minimum specific requirements are:

3.2.1.1 PROVIDE GENERAL COMPANY INFORMATION, WHICH INCLUDES:

3.2.1.1.1 History of company
3.2.1.1.2 Description of divisions or area offices
3.2.1.1.3 Types of services provided by your firm
3.2.1.1.4 Number of employees
3.2.1.1.5 Current and projected workloads
3.2.1.1.6 A current Statement from a certified Public Accountant or a letter from a bank or similar institute as to whether or not the firm is operating on a sound financial basis

3.2.1.2 PROVIDE RELEVANT PROJECT EXPERIENCE, WHICH INCLUDES:

3.2.1.2.1 Description of project
3.2.1.2.2 Role of firm either as prime or subcontractor
3.2.1.2.3 Project's construction cost
3.2.1.2.4 Construction dates (identify if this included phased construction)

3.2.1.2.5 Project Owner

3.2.1.3 PROVIDE PROJECT TEAM INFORMATION, WHICH INCLUDES:

3.2.1.3.1 An organizational chart identifying the Company and all other key personnel, project engineers and all other personnel who may be assigned to projects

3.2.1.3.2 Description of each team member's role on the project

3.2.1.3.3 Resumes of each team member

3.2.1.3.4 Describe the firm's project management approach including its perspective and experience on quality control, project scheduling, and construction safety.

3.3 Baldwin County Commission reserves the right to reject any or all submittals, to re-advertise and negotiate with any qualified sources, or to alter the scope of services.

3.4 Baldwin County Commission reserves the right to revise or amend the requirements of the RFQ prior to the receipt deadline by written addenda.

3.5 Packages lacking any of the submittals that are required in this RFQ may be considered as incomplete and non-responsive.

3.6 Proposals shall be evaluated on a BEST VALUE basis. An "On-Call" list of Contractors will be selected based on whose qualifications appear to be of the highest quality service, direct previous experience with the County and in the best interests of the Baldwin County Commission.

3.6.1 Joint Venture Proposals will be allowed.

3.7 The apparent silence of the RFQ as to any details or the omission from it of a detailed description concerning any point shall be marked as non-responsive.

4.0 FEE PROPOSAL

4.1 For each new project, the Commission will send a Request for Proposals (RFP) to all qualified Contractors from the established list of "On-Call" Construction Services. The contractors will be asked to provide a cost for the project based on the scope of work for the new project. The Commission will select the contractor based on cost, and ability to construct the job in a timely manner for each individual project.

5.0 EVALUTION CRITERIA

5.1 All requirements identified in this RFQ must be satisfied in order for the proposal to qualify for consideration. The County desires to receive proposals from contractors who can demonstrate operational and technical qualifications and capabilities.

5.2 All proposals will be evaluated by representatives of Baldwin County Commission to identify the proposal that best meets the needs of Baldwin County Commission as set forth in the RFQ. The evaluation categories and a brief description of each component includes:

5.2.1 Qualifications and Experience: This category deals with contractor's performance on prior projects, and the experience level of key personnel proposed for this project. Experience relates to the overall assessment of the contractor's assigned personnel. Evaluation will be based on resumes that are provided, direct contact with identified current and previous clients, submitted information in response to the RFQ and on the evaluation team's assessment of the various factors.

5.2.2 Scope of Work: Technical Approach. This category represents an evaluation of the work plan submitted and the approach to be used to meet the County's needs.

6.0 INDEMNIFICATION

The Contractor shall indemnify, defend and hold County and its affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder resulting from any negligent act or omission by the Contractor. The Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this agreement.

7.0 INSURANCE

The Contractor agrees to carrier at their own cost and expense for the length of the contract and with insurers satisfactory to the Baldwin County Commission, maintain in effect the following insurance coverage from an insurance company or companies authorized to do business in Alabama.

7.1 A Comprehensive General Liability Policy

7.2 Comprehensive Liability Insurance covering all owned and non-owed Automobiles
7.3 Worker's Compensation Insurance as required by law
7.4 Subcontractor's Public Liability & Property Damage Insurance when applicable

8.0 TERMINATION OF SERVICES

The COUNTY may terminate any Contract, with or without cause or reason by giving 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.

9.0 AWARD PERIOD

The On-Call Construction Services List shall be effective for a period of thirty-six (36) months, commencing immediately upon the approval date by the Baldwin County Commission of the On-Call list.

Baldwin County Commission

Agenda Action Form

File #: 19-1053, **Version:** 1 **Item #:** BD7

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wanda Gautney, Purchasing Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Request for Qualifications (RFQ) for Professional Architectural Services for the Baldwin County Commission

STAFF RECOMMENDATION
Approve the attached Request for Qualifications (RFQ) for Architectural Services and authorize the Purchasing Director to advertise the RFQ.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: During the March 12, 2019, Work Session, Commission requested staff prepare for their approval a solicitation for Architectural Services. The Request for Qualifications will be for Architectural services for a three (3) year period on any type of construction projects that is approved by the Commission. Architectural firms will be selected for the "On-Call" list which will be used for the next three (3) years. Recommend the Commission authorize the Purchasing Director to place a Request for Qualifications (RFQ) for Professional Architectural Services for a three (3) year period.

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: 04/16/2019

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

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

Additional instructions/notes: N/A

REQUEST FOR QUALIFICATIONS (RFQ'S)
for Professional Architectural Services for the Baldwin County Commission

1.0 PROJECT ANNOUNCEMENT

Through this Request for Qualifications (RFQ), Baldwin County Commission is seeking qualifications from qualified professional architectural firms to demonstrate qualifications, experience, and proposed approach for architectural design through construction administration services for a thirty-six (36) month period for all construction projects for the Baldwin County Commission.

The Commission will select qualified architects which will be placed on an "On-Call" List for Architect Services. The selected architects shall provide preliminary designs and cost estimates, final design services, and construction administration services for all construction projects including but limited to, new buildings, remodeling and alternations over the next thirty-six (36) months.

All Contractors will be required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

Application Deadline: xxxxxx, xxxxx, x, 2019 at 2:00 P. M. Central Standard Time

Respondents shall submit ONE ORIGINAL qualification package and THREE COPIES to:

Wanda Gautney, Purchasing Director
312 Courthouse Square, Suite 15 (mailing address)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
(251) 580-2520

The Baldwin County Commission (BCC) reserves the right to waive any informalities, to reject any and all submittals, and to negotiate with any respondent to the RFQ.

2.0 OWNERS REPRESENTATIVE

2.1 Wanda Gautney
Purchasing Director
Baldwin County Commission

257 Hand Avenue
Bay Minette, Alabama 36507

3.0 INSTRUCTIONS TO RESPONDENTS

3.1 RFQ must be submitted in sealed envelopes marked with the name of The Respondent and the words "RFQ FOR ARCHITECTURAL SERVICES" marked on the outside of the envelope. Submittals will not be accepted or considered after the deadline for receipt of the requested submittal. EMAILED ORIGINALS WILL NOT BE ACCEPTED.

3.2 Respondents shall be licensed and eligible to practice Architecture Services in the State of Alabama. Evidence of authority to do business in the State must be included in the submittal. All Architectural firms will be required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

3.2.1 Minimum requirements for this RFQ include evidence of completed projects. The minimum specific requirements are:

3.2.1.1 PROVIDE GENERAL COMPANY INFORMATION, WHICH INCLUDES:

- 3.2.1.1.1 History of company
- 3.2.1.1.2 Description of divisions or area offices
- 3.2.1.1.3 Types of services provided by your firm
- 3.2.1.1.4 Number of employees
- 3.2.1.1.5 Current and projected workloads
- 3.2.1.1.6 A current Statement from a certified Public Accountant or a letter from a bank or similar institute as to whether or not the firm is operating on a sound financial basis

3.2.1.2 PROVIDE RELEVANT PROJECT EXPERIENCE, WHICH INCLUDES:

- 3.2.1.2.1 Project name and description
- 3.2.1.2.2 Owner
- 3.2.1.2.3 Gross square feet
- 3.2.1.2.4 Cost per square foot
- 3.2.1.2.5 Building structural type

3.2.1.3 PROVIDE PROJECT TEAM INFORMATION, WHICH INCLUDES:

3.2.1.3.1 An organizational chart identifying the Architect/Architects and all other key personnel, project engineers and all other personnel who may be assigned to projects

3.2.1.3.2 Description of each team member's role on the project

3.2.1.3.3 Resumes of each team member

3.3 Baldwin County Commission reserves the right to reject any or all submittals, to re-advertise and negotiate with any qualified sources, or to alter the scope of services.

3.4 Baldwin County Commission reserves the right to revise or amend the requirements of the RFQ prior to the receipt deadline by written addenda.

3.5 Packages lacking any of the submittals that are required in this RFQ may be considered as incomplete and non-responsive.

3.6 RFQ shall be evaluated on a BEST VALUE basis. An "On-Call" list of Architects will be selected based on whose qualifications appear to be of the highest quality service, direct previous experience with the county and in the best interests of the Baldwin County Commission.

3.6.1 Joint Venture Proposals will be allowed.

3.7 The apparent silence of the RFQ as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning that only the Best Practices are to prevail.

4.0 FEE PROPOSAL

4.1 For each new project, the Commission will select a qualified Architect from the established list of "On-Call" contract Architects. The firm/firms may be asked to provide a list of similar projects they have completed and/or a fee proposal based on the scope of work for the new project. The Commission may select one (1) of the approved firms from the "On Call" list and/or take fee proposals from one/or all of the firms for the project.

5.0 EVALUTION CRITERIA

5.1 All requirements identified in this RFQ must be satisfied in order for the proposal to qualify for consideration. The County desires to receive response from architects who can demonstrate operational and technical qualifications and capabilities.

5.2 All proposals will be evaluated by representatives of Baldwin County Commission to identify the proposal that best meets the needs of Baldwin County Commission as set forth in the RFQ. The evaluation categories and a brief description of each component includes:

5.2.1 Qualifications and Experience: This category deals with architect's performance on prior projects, and the experience level of key personnel proposed for this project. Experience relates to the overall assessment of the architect's assigned personnel. Evaluation will be based on resumes that are provided, direct contact with identified current and previous clients, submitted information in response to the RFP and on the evaluation team's assessment of the various factors.

5.2.2 Scope of Work: Technical Approach. This category represents an evaluation of the work plan submitted and the approach to be used to meet the County's needs.

5.2.3 Maintenance of Design Schedule: This category deals with the methodology for tracking, managing and projecting progress of the work and the ability to prepare documentation that will satisfy all approvals without delay.

5.2.4 Cost Consciousness: This component pertains to a demonstrated ability to bring in projects on budget and to the overall sensitivity to minimizing total projects costs including construction, maintenance, and energy usage.

5.2.5 Responsiveness to Proposal: Responsive to the overall proposal will be evaluated for logic, order, level of appeal, design, responsiveness, innovation, solutions, accuracy, timelines of submission and inclusion of required documents.

6.0 INDEMNIFICATION

The Architect shall indemnify, defend and hold County and its affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder resulting from any negligent act or omission by the Architect. The Architect shall provide the COUNTY with proof of general liability

coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this agreement.

7.0 INSURANCE

The Architect agrees to carrier at their own cost and expense for the length of the contract and with insurers satisfactory to the Baldwin County Commission, maintain in effect the following insurance coverage from an insurance company or companies authorized to do business in Alabama.

7.1 A Comprehensive General Liability Policy
7.2 Comprehensive Liability Insurance covering all owned and non-owed Automobiles
7.3 Worker's Compensation Insurance as required by law
7.4 Architect's Professional E & O Liability Insurance not less than $500,000 per occurrence

8.0 TERMINATION OF SERVICES

The COUNTY may terminate this Contract, with or without cause or reason by giving 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.

9.0 CONTRACT PERIOD

This Contract shall be effective for a period of thirty-six (36) months, commencing immediately upon the same date as it's full execution with each firm.

Baldwin County Commission

Agenda Action Form

File #: 19-1054, **Version:** 1 **Item #:** BD8

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wanda Gautney, Purchasing Director/Todd Stewart, Architect
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Quotes for the Interior Build-out of a Portion of the Second Floor of the Baldwin County Fairhope Satellite Courthouse

STAFF RECOMMENDATION
Take the following actions:

1) Reject the three (3) quotes received for the interior build-out of a portion of the second floor of the Fairhope Satellite Courthouse project; and

2) Authorize the Purchasing Director and Architect to place a competitive bid for the project.

BACKGROUND INFORMATION

Previous Commission action/date:
01/15/2019 meeting: Authorized the Purchasing Director to solicit a quote for Architectural services for the design of the completion of the second floor of the Fairhope Satellite Courthouse and bring the Architect proposal back to the Commission for approval.

02/19/2019 meeting: Approved the quote from Adams Stewart Architects, LLC, in the amount of $1,195.00 to prepare a schematic design and construction estimate for the completion of the second floor of the Fairhope Satellite Courthouse for Commission approval and authorize the Chairman to sign the attached proposal for services.

03/19/2019 meeting: Approved the final design for the completion of a portion of the second floor of the Fairhope Satellite Courthouse and authorized the Purchasing Director and Architect to solicit quotes for the Public Works project.

Background: Quotes were received in the Purchasing Office on April 8, 2019 at 10:30 a.m. It was sent to five (5) vendors. Three (3) quotes were received as per the attached tabulation. All quotes received for the interior build-out of a portion of the second floor of Fairhope Satellite Courthouse exceeded the $50,000.00 public works limit and therefore will need to be rejected. The cost estimate

is approximately $61.00 per square. Staff recommendation is to reject the quotes received and authorize the Purchasing Director and Architect to place a competitive bid for this project. Tabulation attached for review.

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: 04/16/2019

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 & Advertise Bid

Additional instructions/notes: N/A

Request for Quotes Tabulation

Interior Build-Out of Portion of 2nd Floor of Baldiwn County Fairhope Satellite Courthouse

BIDDER:	**G. M. Stuart, Inc.**	
Base Bid Amount:	**$55,342.00**	
Alternate 1:	$6,100.00	(Poke-Thru floor box for electrical)
Bid Bond:	Yes	

BIDDER:	**Highland Wake Construction, LLC**	
Base Bid Amount:	**$62,334.00**	
Alternate 1:	$4,594.00	(Poke-Thru floor box for electrical)
Bid Bond:	Yes	

BIDDER:	**E - J Builders, Inc.**	
Base Bid Amount:	**$70,394.00**	(Total $72,094.00 with $1,700.00 Deduct)
Alternate 1:	$6,100.00	(Poke-Thru floor box for electrical)
Bid Bond:	No	

Baldwin County Commission

Agenda Action Form

File #: 19-1072, **Version:** 1 **Item #:** BJ1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Zachary M. Hood, Director
Submitted by: Terri Gray, Administrative Support Specialist

ITEM TITLE
Baldwin County 2019 Preparedness Expo Promotional Items

STAFF RECOMMENDATION
Take the following actions:

1) At the request of Baldwin County Emergency Management Agency Director, authorize the Baldwin County Emergency Management Agency to purchase various promotional items (such as, ink pens, pencils, rulers, stress balls, lanyards and keychains), in the amount not to exceed $5,856.09, for the 2019 Baldwin County Preparedness Expo scheduled for May 15, 2019; and

2) Determine that a public purpose will be served through the dissemination of the promotional items to the general public, free-of-charge, to promote disaster preparedness in Baldwin County, Alabama. The promotional items will promote Baldwin County's resilience and educational opportunities, including, but not limited to, its disaster education, disaster planning and preparation, mitigation education; further, said increased promotion strengthening the furtherance of community resiliency following disaster impacts benefiting the county's economy.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The 2019 Baldwin County Preparedness Expo is a free, public event designed to connect residents and business owners with local resources intended to educate and promote preparedness and planning for emergencies and disasters. The agency has worked collaboratively with municipal partners to host a county-wide event to allow citizens an opportunity to become knowledgeable on hazards and threats that may impact our area. The Expo will include private, public sector, and volunteer organizations that possess a vital role in disaster planning, response, and mitigation efforts.

The promotional items will include items which will be purchased from the approved vendors, 4-Imprint and/or Staples. All items will be free to the public.

The appropriation for said promotional items was approved by the Baldwin County Commission in the

Fiscal Year 2018-2019 Budget as an endeavor which, in the judgment of this honorable county governing body, is worthy, in the best interest of the county.

FINANCIAL IMPACT

Total cost of recommendation: Not to exceed $5,856.09

Budget line item(s) to be used: 52300.5253.01

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Baldwin County EMA Staff, Purchasing Department - purchase orders

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

Additional instructions/notes: N/A

MAY 15, 2019

9AM – 5PM

BALDWIN COUNTY PREPAREDNESS EXPO

Come out and join us as we host the Baldwin County Preparedness Expo. Our goal is to connect our residents with resources that will help them prepare, respond, and recover from disasters. Baldwin County Emergency Management Agency, along with public and private sector partners are working together to bring a wealth of information to our Baldwin County residents to help ensure we are prepared for disasters such as tropical storms, hurricanes, earthquakes, power outages, severe weather and much more. We have a fun and educational day planned with expert meteorologists, volunteer organizations, and representatives to help you protect your family, your home, your business, and your property from the destruction of disasters.

Be Ready Baldwin County!

Door Prizes

Connect to Resources

Learn what to prepare for

Learn how to prepare for disasters

Location:
Orange Beach Event Center at The Wharf

Call 251-972-6809 for more information

www.baldwincountyal.gov/ema

Baldwin County Commission

Agenda Action Form

File #: 19-1070, **Version:** 1 **Item #:** BK1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Terri Graham, Development and Environmental Director
Suzanne Doughty, Senior Accountant
Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE
Baldwin County Solid Waste Uncollectible Residential Accounts

STAFF RECOMMENDATION
Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of $248.00.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background:
Date: 10/16/2018 - Commission approved to write off $506.85 of uncollectible residential garbage accounts.
Date: 11/20/2018 - Commission approved to write off $864.10 of uncollectible residential garbage accounts.
Date: 12/18/2018 - Commission approved to write off $706.85 of uncollectible residential garbage accounts.
Date: 01/15/2019 - Commission approved to write off $739.90 of uncollectible residential garbage accounts.
Date: 02/19/2019 - Commission approved to write off $436.00 of uncollectible residential garbage accounts.
Date: 03/19/2019 - Commission approved to write off $685.00 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains “Past Due” watermark.
2. If account is not brought current by the first week of the following billing month, a *Notice of Show Cause Hearing* is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney’s office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

FINANCIAL IMPACT

Total cost of recommendation: $248.00

Budget line item(s) to be used: 511.14990 Allowance for uncollectible accounts

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Solid Waste Collection Administration and Finance and Accounting Department

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

Additional instructions/notes: N/A

Baldwin County Solid Waste
Residential Uncollectible Accounts
April 2019

BillToName	BillToCity	BillToState	Reason	Service Fees	Late Fees	BalanceTotal	DA Letter	Cert SC	Summons
Dicenso, Anthony J.	Elberta	AL	Deceased - DOD: 02/16/18	$ 16.00	$ -	$16.00			
Janes, Christi	Frisco City	AL	Out of County	$ 96.00	$ -	$96.00	X	X	
Minter, Donna	Birmingham	AL	Out of County	$ 24.00	$ -	$24.00	X	X	
Porter, Solomon	Foley	AL	Unable to Locate	$ 112.00	$ -	$112.00	X	X	
						$ 248.00			

Baldwin County Commission

Agenda Action Form

File #: 19-1071, **Version:** 1 **Item #:** BK2

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE
Baldwin County Solid Waste Collections and Disposal Services Provided to Standard Furniture

STAFF RECOMMENDATION
Take the following action:

Approve the termination of services provided to Standard Furniture by Baldwin County Solid Waste as of July 1, 2019. This includes providing pull, hauling and/or disposal services for county owned open top container boxes located at Standard Furniture in Bay Minette, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: 1997

Background: The Baldwin County Commission agreed in 1997 that Baldwin County Solid Waste would provide disposal services for container boxes at Standard Furniture in order to dispose of residual manufacturing debris. On an on-call basis, Baldwin County Solid Waste pulls, transports and disposes of debris from county owned container boxes several times each week or daily depending on demand. Providing this type of service is not primary to our core business, and departmental efforts would be better served by discontinuing this service.

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: County Attorney David Conner

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:

Terri Graham, Development and Environmental Director, to follow up with notification letter to Standard Furniture.

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

Standard Furniture
P.O. Box 1089
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

The Clerk/Treasurer said provided the Board of Education complies with the bid law, the Baldwin County Commission can make a donation to the Board of Education or Daphne Middle School as long as that donation does not exceed $7,500 because of the bid law.

MOTION BY COMMISSIONER PERDUE, SECONDED BY COMMISSIONER FAUST TO TURN THIS MATTER OVER TO THE CLERK/TREASURER AND COUNTY ATTORNEY FOR FURTHER REVIEW AND BRING BACK A RECOMMENDATION BEFORE THE COMMISSION AT THE NEXT BALDWIN COUNTY COMMISSION MEETING.

As a matter of information, the County Attorney informed the Commission that the School Board meets this Thursday night. He recommended the Commission provide the Board of Education with it's request to contribute up to $7,000 toward construction of the outdoor classroom at the Daphne Middle School.

UNANIMOUS.

STANDARD FURNITURE

Commissioner Hansen said the Landfill has been servicing Standard Furniture Company by picking it up at the Transfer Station once it has been dumped there by BFI. Most of this waste is wood products. The waste is then hauled to Loxley or Magnolia Springs.

Standard Furniture has proposed the County not pick up waste at the Transfer Station but rather, roll off boxes and other containers will be delivered either by County trucks or Standard Furniture trucks to McBride Landfill. This would necessitate Baldwin County purchasing a 40 yard compactor type roll off box. This box would be rented to Standard Furniture for $50 per month. Every time the box would be transported, there would be a $65 charge to Standard Furniture. The Landfill charges would be $12.50 per ton for this product at McBride Landfill.

MOTION BY COMMISSIONER HANSEN, SECONDED BY COMMISSIONER MIDDLETON TO ALLOW THE LANDFILL TO FINISH THE NEGOTIATIONS AND AUTHORIZE THE CHAIRMAN TO SIGN A CONTRACT WITH STANDARD FURNITURE ONCE THE CONTRACT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY. AND FURTHER, AUTHORIZE STAFF TO GO OUT FOR BID FOR A 40 CUBIC YARD ROLL OFF BOX. UNANIMOUS.

MONTGOMERY TRIP - DELIVERY OF LEGISLATIVE BILL

Commissioner Burt reported on the Commission's trip to Montgomery on Tuesday, March 11, 1997. He said the Commission met with Senator Pat Lindsey and gave him a copy of the legislative bill regarding the 7 Baldwin County Commissioners elected from single member districts that the Commission has been advertising. Senator Lindsey introduced the bill into the Senate Committee that day.

MOTION BY COMMISSIONER PERDUE, SECONDED BY COMMISSIONER MIDDLETON TO ADJOURN THE BALDWIN COUNTY COMMISSION MEETING AT 11:22 A.M. UNANIMOUS.

Samuel Jackson Sr.

ITEM # 1468

6/26/97 KK

MEETING DATE: July 1, 1997

AGENDA ACTION
BALDWIN COUNTY COMMISSION

TITLE: #CM97-39 - Provision of Open Top Roll-Off Containers for the Baldwin County Commission (Solid Waste Collections)

STAFF/PRESENTATION WORK BY: C.Mott/D.Hartsock

BACKGROUND:
Bid opening held June 19, 1997 at 3:00 P.M. in the Commission Chambers. Five (5) bids received. Tabulations have been attached.

Bid Award is for the apparent low bidder on the 20 and 30 yarder. The low bidder on the 40 yarder did not meet the specifications listed on page 4 , paragraph 5 "Containers will have a tapered design". Therefore the recommendation is for the next apparent low bidder, Galbreath.

SOURCE OF FUNDS/BUDGET LINE ITEM:

Solid Waste Collections Capital
54800, 5500

Budget Manager Certification — 6-25-97 Date

STAFF RECOMMENDATIONS:
Award to apparent low bidders as follows:

Galbreath	Galbreath	Galbreath
40 Yarder	30 Yarder	20 Yarder
Make/Model: Galbreath T-2284-1	Make/Model: T-2265-1	Make/Model: T2041-1
Amount Bid: $2,940.00	Amount Bid: $2,490.00	Amount Bid: $2,282.00

ATTACHMENTS: Tabulations

BYRON CALHOUN
ACTING COUNTY ADMINISTRATOR

#CM97-39 Bid Tabulations

Bidder	40 Yarder	30 Yarder	20 Yarder
Industrial Refuse Sales	IRS-40 O.T.	IRS-30 O.T.	IRS-20 O.T.
	$2,990.00	$2,690.00	$2,360.00
Bidder	**40 Yarder**	**30 Yarder**	**20 Yarder**
Municipal Waste	RO-40-OT	RO-30-OT	RO-20-OT
	$3,312.00	$2,935.00	$2,569.00
Bidder	**40 Yarder**	**30 Yarder**	**20 Yarder**
Ingram Equipment	Galbreath 2242-1	Galbreath 2260-1	Galbreath 2278-1
	$2,630.00	$2,855.00	$3,305.00
Bidder	**40 Yarder**	**30 Yarder**	**20 Yarder**
Galbreath	T-2284-1	T-2265-1	T2041-1
	$2,940.00	$2,490.00	$2,282.00
Bidder	**40 Yarder**	**30 Yarder**	**20 Yarder**
Gulf City Body	Holt 2240	Holt 2230	Holt 2220
	$4,027.00	$3,507.00	$3,172.00

file0061.wk4

Baldwin County Commission

Agenda Action Form

File #: 19-1078, **Version:** 1 **Item #:** BM1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Alabama Department of Corrections (ADOC) Fountain Correctional Facility - Work Squad Agreement

STAFF RECOMMENDATION
Approve the attached Work Squad Agreement with the Alabama Department of Corrections Fountain Correctional Facility for inmate workers to assist the Highway Department. *(The term of the agreement shall begin on April 16, 2019, and shall continue for one (1) year. Upon mutual agreement of the parties, the agreement may be renewed.)*

BACKGROUND INFORMATION

Previous Commission action/date: Annual Agreement

Background: The Alabama Department of Corrections is requesting a Work Squad Agreement with Baldwin County for the services of inmates. The Area 100 Maintenance Barn has inmate workers from the Fountain Correctional Facility.

This is an annual agreement.

FINANCIAL IMPACT

Total cost of recommendation: Yes

Budget line item(s) to be used: 5150 Contract Services

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: County Attorney, David Conner

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 have the agreement executed by the Chairman.

Contact:
Alabama Department of Corrections
Fountain Correctional Facility
9677 State Highway 21
Atmore, Alabama 36502

Additional instructions/notes: N/A

Agreement No.: FCF-19-007
(To be provided by the Institution)

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Baldwin County Commission by and through Area 100 Maintenance Barn ("Agency") and the Alabama Department of Corrections Fountain Correctional Facility ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on April 16 20 19, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.

2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.

3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.

5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars ($15.00) per inmate, per day. For the purposes of this Agreement, any portion of

any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. TRANSPORTATION. Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [*choose one*] __X__ Agency _____ ADOC (additional charge of $5.00 per inmate, per day if transported by the ADOC).

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. PROTECTIVE EQUIPMENT. Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.

10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the

ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. TERMINATION. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.

13. NO ASSIGNMENT. At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.

15. COMPLIANCE. The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in

the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. MERGER. The Parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

Agency Representative
Charles F. Gruber, Chairman

Wayne Dyess, County Administrator

Printed Name Date

ADOC Warden/Designee
Mary Cooks, Warden

Printed Name Date

CONTACT INFORMATION

Captain Willie Knight
ADOC Warden's Designee/
Institutional Contact Person

(251) 368-8122
Phone Number

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

Kevin Carroll, Area 100 Supervisor
Agency Supervisor/Representative

(251) 937-0211
Phone Number

Baldwin County Highway Department
Area 100 Maintenance Barn
203 Dickman Road
Bay Minette, AL 36507
Invoice Address

Agreement No.: FCF-19-007
(To be provided by the Institution)

SUPERVISOR PLAN

Date Requested: April 16, 2019

Name of ADOC Institution: Fountain Correctional Facility

Name of Agency: Baldwin County Commission by and through Area 100 Maintenance Barn

Name of Supervisor(s)/Representative(s): Kevin Carroll, Area 100 Supervisor

Type of work needed:
Sod, landscape, asphalt repair, erosion control item installation, general labor

The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.

Number of inmates requested: 1-10 (varies)

Location of Work Site: Baldwin County - Area 100
* No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):
Weekly - Monday through Thursday - Friday as needed

*Additional information may be provided on a separate page, if needed.

Agency Supervisor/Representative Signature: _____

Approved: _____ Date: _____
Warden/Designee

Handout #1

RULES FOR INMATES ASSIGNED TO COMMUNITY WORK SQUADS

In order to assist you in your assignment, the following requirements are provided for your information. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.

2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.

3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.

4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.

5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.

6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.

7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.

8. Inmates will obey the orders and instructions of their work supervisor(s).

9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.

10. Inmates will not be allowed to have visitors at the job site.

11. Inmates will not be allowed to drive vehicles unless authorized by the warden.

12. Inmates are not allowed to work on personal property of any description while at the job site.

13. Inmates will not consume or have any drugs or alcoholic beverages in their possession.

14. Inmates are not allowed to work or be on private land at any time (except as established by Alabama Code Sections 1-5-30 through 1-5-34).

15. Radios will not be allowed at the work site.

16. Books, magazines, or newspapers will not be allowed at the work site.

17. An inmate may not possess any keys, except in the performance of his/her job.

18. Personal hygiene will be maintained by each inmate at all times.

RULES AND KEY ISSUES FOR DEPARTMENTAL AND NON-DEPARTMENTAL SUPERVISORS

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.

2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.

3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.

4. Supervisors shall not allow an inmate to receive any visits, make telephone calls or mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.

5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.

6. No supervisor shall allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner. Seatbelts, as provided, will be used at all times when the vehicle is in motion. The supervisor shall not allow an inmate to operate a vehicle or equipment that requires a driver's license.

7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."

8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.

9. An inmate is lawfully incarcerated while outside the institution; the limits of confinement have simply been extended. However, being in an unauthorized area or unauthorized absence from his squad or assignment constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed:

a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
c. Note the direction in which the escapee was headed if known, or last known location.
d. If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
i. Record events accurately in writing as soon as possible.

10. Simple guide to writing a report containing the information usually needed:
    a. **WHO** – inmate and/or person(s) involved
    b. **WHAT** – what took place/what did you do
    c. **WHEN** – date and time
    d. **WHERE** – location of events or situation
    e. **HOW** – how did the incident take place

11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.

12. Supervisors shall not allow inmates to pickup or obtain contraband and/or introduce contraband on State property. Contraband is defined as any item(s) not issued or approved by the institution. You, as the inmate supervisor, may not give or provide an item(s) to an inmate that is not work related without authorization from the Department. Any item of contraband found by an inmate during the course of the workday is contraband and shall be immediately turned over to the inmate supervisor.

13. Supervisors shall not be disrespectful to, harass, curse at, or physically abuse an inmate. A supervisor shall not show favoritism between inmates, fraternize with inmates, or play one inmate against another.

14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. Inmates are to address supervisors appropriately.

15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.

16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.

17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.

18. Gambling of any kind by staff or inmates is strictly prohibited.

19. Drugs and/or alcoholic beverages are strictly prohibited.

20. Ensure all safety requirements are adhered to at all times.

21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.

Baldwin County Commission

Agenda Action Form

File #: 19-1079, **Version:** 1 **Item #:** BM2

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Terri Graham, Development and Environmental Director
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Alabama Department of Corrections (ADOC) Loxley Community Work Center - Work Squad Agreements

STAFF RECOMMENDATION
Approve the attached Work Squad Agreement with the Alabama Department of Corrections Loxley Community Work Center for inmate workers to assist the Highway Department and Solid Waste Department. *(The term of the agreement shall begin on April 16, 2019, and shall continue for one (1) year. Upon mutual agreement of the parties, the agreement may be renewed.)*

BACKGROUND INFORMATION

Previous Commission action/date: Annual Agreement

Background: The Alabama Department of Corrections is requesting a Work Squad Agreement with Baldwin County for the services of inmates. The Area 200 Maintenance Barn, Area 300 Maintenance Barn, Parks Department, Baldwin County Solid Waste Transfer Station, Magnolia Landfill, McBride Landfill and McBride Litter Patrol Squad will each have an agreement with the Loxley Work Center. This will allow each department to be invoiced for the workers they use.

This is an annual agreement.

FINANCIAL IMPACT

Total cost of recommendation: Yes

Budget line item(s) to be used: 5150 Contract Services

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: County Attorney, David Conner

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 have the agreements executed by the Chairman.

Contact:
Alabama Department of Corrections
Loxley Community Work Center
P.O. Box 1030
Loxley, Alabama 36551

Additional instructions/notes: N/A

Agreement No.: LCWC-19-001
(To be provided by the Institution)

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Baldwin County Commission by and through Parks Department ("Agency") and the Alabama Department of Corrections Loxley Community Work Center ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on April 16 20 19, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.

2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.

3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.

5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars ($15.00) per inmate, per day. For the purposes of this Agreement, any portion of

any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. TRANSPORTATION. Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [*choose one*] __X__ Agency _____ ADOC (additional charge of $5.00 per inmate, per day if transported by the ADOC).

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

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10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the

ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. TERMINATION. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.

13. NO ASSIGNMENT. At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.

15. COMPLIANCE. The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in

the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

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Agency Representative
Charles F. Gruber, Chairman

Wayne Dyess, County Administrator

Printed Name Date

ADOC Warden/Designee
Kenneth Peters, Warden

Printed Name Date

CONTACT INFORMATION

Johnny Portis/Sergeant
ADOC Warden's Designee/
Institutional Contact Person

(251) 964-5044
Phone Number

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

Madison Steele, Horticulturist
Agency Supervisor/Representative

(251) 972-6879
Phone Number

Baldwin County Highway Department
Parks Department
22220 West Boulevard
Silverhill, AL 36576
Invoice Address

Agreement No.: LCWC-19-001
(To be provided by the Institution)

SUPERVISOR PLAN

Date Requested: April 16, 2019

Name of ADOC Institution: Loxley Community Work Center

Name of Agency: Baldwin County Commission by and through Parks Department

Name of Supervisor(s)/Representative(s): Madison Steele, Horticulturist

Type of work needed:
Landscaping, grass cutting, litter patrol, general labor

The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.

Number of inmates requested: 1-10 (varies)

Location of Work Site: Baldwin County
* No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):
Weekly - Monday through Thursday

*Additional information may be provided on a separate page, if needed.

Agency Supervisor/Representative Signature: _____

Approved: _____ Date: _____
Warden/Designee

Handout #1

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In order to assist you in your assignment, the following requirements are provided for your information. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.

2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.

3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.

4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.

5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.

6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.

7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.

8. Inmates will obey the orders and instructions of their work supervisor(s).

9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.

10. Inmates will not be allowed to have visitors at the job site.

11. Inmates will not be allowed to drive vehicles unless authorized by the warden.

12. Inmates are not allowed to work on personal property of any description while at the job site.

13. Inmates will not consume or have any drugs or alcoholic beverages in their possession.

14. Inmates are not allowed to work or be on private land at any time (except as established by Alabama Code Sections 1-5-30 through 1-5-34).

15. Radios will not be allowed at the work site.

16. Books, magazines, or newspapers will not be allowed at the work site.

17. An inmate may not possess any keys, except in the performance of his/her job.

18. Personal hygiene will be maintained by each inmate at all times.

RULES AND KEY ISSUES FOR DEPARTMENTAL AND NON-DEPARTMENTAL SUPERVISORS

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.

2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.

3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.

4. Supervisors shall not allow an inmate to receive any visits, make telephone calls or mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.

5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.

6. No supervisor shall allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner. Seatbelts, as provided, will be used at all times when the vehicle is in motion. The supervisor shall not allow an inmate to operate a vehicle or equipment that requires a driver's license.

7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."

8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.

9. An inmate is lawfully incarcerated while outside the institution; the limits of confinement have simply been extended. However, being in an unauthorized area or unauthorized absence from his squad or assignment constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed:

a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
c. Note the direction in which the escapee was headed if known, or last known location.
d. If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
i. Record events accurately in writing as soon as possible.

10. Simple guide to writing a report containing the information usually needed:
    a. **WHO** – inmate and/or person(s) involved
    b. **WHAT** – what took place/what did you do
    c. **WHEN** – date and time
    d. **WHERE** – location of events or situation
    e. **HOW** – how did the incident take place

11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.

12. Supervisors shall not allow inmates to pickup or obtain contraband and/or introduce contraband on State property. Contraband is defined as any item(s) not issued or approved by the institution. You, as the inmate supervisor, may not give or provide an item(s) to an inmate that is not work related without authorization from the Department. Any item of contraband found by an inmate during the course of the workday is contraband and shall be immediately turned over to the inmate supervisor.

13. Supervisors shall not be disrespectful to, harass, curse at, or physically abuse an inmate. A supervisor shall not show favoritism between inmates, fraternize with inmates, or play one inmate against another.

14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. Inmates are to address supervisors appropriately.

15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.

16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.

17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.

18. Gambling of any kind by staff or inmates is strictly prohibited.

19. Drugs and/or alcoholic beverages are strictly prohibited.

20. Ensure all safety requirements are adhered to at all times.

21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.

Agreement No.: LCWC-19-002
(To be provided by the Institution)

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Baldwin County Commission by and through Area 200 Maintenance Barn ("Agency") and the Alabama Department of Corrections Loxley Community Work Center ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on April 16 20 19, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.

2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.

3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.

5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars ($15.00) per inmate, per day. For the purposes of this Agreement, any portion of

any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. TRANSPORTATION. Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [*choose one*] __X__ Agency _____ ADOC (additional charge of $5.00 per inmate, per day if transported by the ADOC).

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. PROTECTIVE EQUIPMENT. Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.

10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the

ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. TERMINATION. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.

13. NO ASSIGNMENT. At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.

15. COMPLIANCE. The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in

the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. MERGER. The Parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

Agency Representative
Charles F. Gruber, Chairman

Wayne Dyess, County Administrator

Printed Name Date

ADOC Warden/Designee
Kenneth Peters/Warden

Printed Name Date

CONTACT INFORMATION

Johnny Portis/Sergeant
ADOC Warden's Designee/
Institutional Contact Person

(251) 964-5044
Phone Number

Paul Penry, Area 200 Supervisor
Agency Supervisor/Representative

(251) 972-8509
Phone Number

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

Baldwin County Highway Department
Area 200 Maintenance Barn
22220 West Boulevard
Silverhill, AL 36576
Invoice Address

Agreement No.: LCWC-19-002
(To be provided by the Institution)

SUPERVISOR PLAN

Date Requested: April 16, 2019

Name of ADOC Institution: Loxley Community Work Center

Name of Agency: Baldwin County Commission by and through Area 200 Maintenance Barn

Name of Supervisor(s)/Representative(s): Paul Penry, Area 200 Supervisor

Type of work needed:
Sod, landscape, asphalt repair, erosion control item installation, general labor

The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.

Number of inmates requested: 1-10 (varies)

Location of Work Site: Baldwin County - Area 200
* No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):
Weekly - Monday through Thursday - Friday as needed

*Additional information may be provided on a separate page, if needed.

Agency Supervisor/Representative Signature: _____

Approved: _____ Date: _____
Warden/Designee

Handout #1

RULES FOR INMATES ASSIGNED TO COMMUNITY WORK SQUADS

In order to assist you in your assignment, the following requirements are provided for your information. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.

2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.

3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.

4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.

5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.

6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.

7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.

8. Inmates will obey the orders and instructions of their work supervisor(s).

9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.

10. Inmates will not be allowed to have visitors at the job site.

11. Inmates will not be allowed to drive vehicles unless authorized by the warden.

12. Inmates are not allowed to work on personal property of any description while at the job site.

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15. Radios will not be allowed at the work site.

16. Books, magazines, or newspapers will not be allowed at the work site.

17. An inmate may not possess any keys, except in the performance of his/her job.

18. Personal hygiene will be maintained by each inmate at all times.

RULES AND KEY ISSUES FOR DEPARTMENTAL AND NON-DEPARTMENTAL SUPERVISORS

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.

2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.

3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.

4. Supervisors shall not allow an inmate to receive any visits, make telephone calls or mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.

5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.

6. No supervisor shall allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner. Seatbelts, as provided, will be used at all times when the vehicle is in motion. The supervisor shall not allow an inmate to operate a vehicle or equipment that requires a driver's license.

7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."

8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.

9. An inmate is lawfully incarcerated while outside the institution; the limits of confinement have simply been extended. However, being in an unauthorized area or unauthorized absence from his squad or assignment constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed:

a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
c. Note the direction in which the escapee was headed if known, or last known location.
d. If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
i. Record events accurately in writing as soon as possible.

10. Simple guide to writing a report containing the information usually needed:
    a. **WHO** – inmate and/or person(s) involved
    b. **WHAT** – what took place/what did you do
    c. **WHEN** – date and time
    d. **WHERE** – location of events or situation
    e. **HOW** – how did the incident take place

11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.

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14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. Inmates are to address supervisors appropriately.

15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.

16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.

17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.

18. Gambling of any kind by staff or inmates is strictly prohibited.

19. Drugs and/or alcoholic beverages are strictly prohibited.

20. Ensure all safety requirements are adhered to at all times.

21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.

Agreement No.: LCWC-19-003
(To be provided by the Institution)

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Baldwin County Commission by and through Area 300 Maintenance Barn ("Agency") and the Alabama Department of Corrections Loxley Community Work Center ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on April 16 20 19, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.

2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.

3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.

5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars ($15.00) per inmate, per day. For the purposes of this Agreement, any portion of

any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. TRANSPORTATION. Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [*choose one*] __X__ Agency _____ ADOC (additional charge of $5.00 per inmate, per day if transported by the ADOC).

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. PROTECTIVE EQUIPMENT. Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.

10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the

ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. TERMINATION. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.

13. NO ASSIGNMENT. At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.

15. COMPLIANCE. The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in

the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. MERGER. The Parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

Agency Representative
Charles F. Gruber, Chairman

Wayne Dyess, County Administrator

Printed Name Date

ADOC Warden/Designee
Kenneth Peters/Warden

Printed Name Date

CONTACT INFORMATION

Johnny Portis/Sergeant
ADOC Warden's Designee/
Institutional Contact Person

(251) 964-5044
Phone Number

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

Johnny Jackson, Area 300 Supervisor
Agency Supervisor/Representative

(251) 972-8530
Phone Number

Baldwin County Highway Department
Area 300 Maintenance Barn
20764 County Road 24
Foley, AL 36535
Invoice Address

Agreement No.: LCWC-19-003
(To be provided by the Institution)

SUPERVISOR PLAN

Date Requested: April 16, 2019

Name of ADOC Institution: Loxley Community Work Center

Name of Agency: Baldwin County Commission by and through Area 300 Maintenance Barn

Name of Supervisor(s)/Representative(s): Johnny Jackson, Area 300 Supervisor

Type of work needed:
Sod, landscape, asphalt repair, erosion control item installation, general labor

The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.

Number of inmates requested: 1-10 (varies)

Location of Work Site: Baldwin County - Area 300
* No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):
Weekly - Monday through Thursday - Friday as needed

*Additional information may be provided on a separate page, if needed.

Agency Supervisor/Representative Signature: _____

Approved: _____ Date: _____
Warden/Designee

Handout #1

RULES FOR INMATES ASSIGNED TO COMMUNITY WORK SQUADS

In order to assist you in your assignment, the following requirements are provided for your information. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.

2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.

3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.

4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.

5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.

6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.

7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.

8. Inmates will obey the orders and instructions of their work supervisor(s).

9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.

10. Inmates will not be allowed to have visitors at the job site.

11. Inmates will not be allowed to drive vehicles unless authorized by the warden.

12. Inmates are not allowed to work on personal property of any description while at the job site.

13. Inmates will not consume or have any drugs or alcoholic beverages in their possession.

14. Inmates are not allowed to work or be on private land at any time (except as established by Alabama Code Sections 1-5-30 through 1-5-34).

15. Radios will not be allowed at the work site.

16. Books, magazines, or newspapers will not be allowed at the work site.

17. An inmate may not possess any keys, except in the performance of his/her job.

18. Personal hygiene will be maintained by each inmate at all times.

RULES AND KEY ISSUES FOR DEPARTMENTAL AND NON-DEPARTMENTAL SUPERVISORS

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.

2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.

3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.

4. Supervisors shall not allow an inmate to receive any visits, make telephone calls or mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.

5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.

6. No supervisor shall allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner. Seatbelts, as provided, will be used at all times when the vehicle is in motion. The supervisor shall not allow an inmate to operate a vehicle or equipment that requires a driver's license.

7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."

8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.

9. An inmate is lawfully incarcerated while outside the institution; the limits of confinement have simply been extended. However, being in an unauthorized area or unauthorized absence from his squad or assignment constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed:

a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
c. Note the direction in which the escapee was headed if known, or last known location.
d. If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
i. Record events accurately in writing as soon as possible.

10. Simple guide to writing a report containing the information usually needed:
    a. **WHO** – inmate and/or person(s) involved
    b. **WHAT** – what took place/what did you do
    c. **WHEN** – date and time
    d. **WHERE** – location of events or situation
    e. **HOW** – how did the incident take place

11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.

12. Supervisors shall not allow inmates to pickup or obtain contraband and/or introduce contraband on State property. Contraband is defined as any item(s) not issued or approved by the institution. You, as the inmate supervisor, may not give or provide an item(s) to an inmate that is not work related without authorization from the Department. Any item of contraband found by an inmate during the course of the workday is contraband and shall be immediately turned over to the inmate supervisor.

13. Supervisors shall not be disrespectful to, harass, curse at, or physically abuse an inmate. A supervisor shall not show favoritism between inmates, fraternize with inmates, or play one inmate against another.

14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. Inmates are to address supervisors appropriately.

15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.

16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.

17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.

18. Gambling of any kind by staff or inmates is strictly prohibited.

19. Drugs and/or alcoholic beverages are strictly prohibited.

20. Ensure all safety requirements are adhered to at all times.

21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.

Agreement No.: LCWC-19-004
(To be provided by the Institution)

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Baldwin County Commission by and through Magnolia Landfill ("Agency") and the Alabama Department of Corrections Loxley Community Work Center ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on April 16 20 19, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.

2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.

3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.

5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars ($15.00) per inmate, per day. For the purposes of this Agreement, any portion of

any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. TRANSPORTATION. Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [*choose one*] __X__ Agency _____ ADOC (additional charge of $5.00 per inmate, per day if transported by the ADOC).

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. PROTECTIVE EQUIPMENT. Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.

10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the

ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. TERMINATION. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.

13. NO ASSIGNMENT. At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.

15. COMPLIANCE. The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in

the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. MERGER. The Parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

Agency Representative
Charles F. Gruber, Chairman

Wayne Dyess, County Administrator

Printed Name Date

ADOC Warden/Designee
Kenneth Peters/Warden

Printed Name Date

CONTACT INFORMATION

Johnny Portis/Sergeant
ADOC Warden's Designee/
Institutional Contact Person

(251) 964-5044
Phone Number

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

Mark Branch
Agency Supervisor/Representative

(251) 680-4260
Phone Number

Baldwin County Solid Waste Department
Magnolia Landfill
15140 County Road 49
Summerdale, AL 36580
Invoice Address

Agreement No.: LCWC-19-004
(To be provided by the Institution)

SUPERVISOR PLAN

Date Requested: April 16, 2019

Name of ADOC Institution: Loxley Community Work Center

Name of Agency: Baldwin County Commission by and through Magnolia Landfill

Name of Supervisor(s)/Representative(s): Mark Branch/Timothy Shiver

Type of work needed:
Unload debris at dump site, vehicle maintenance, welding, landscaping, general labor

The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.

Number of inmates requested: 1-10 (varies)

Location of Work Site: Magnolia Landfill
* No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):
Weekly - Monday through Friday; Occasional Saturdays

*Additional information may be provided on a separate page, if needed.

Agency Supervisor/Representative Signature: _____

Approved: _____ Date: _____
Warden/Designee

Handout #1

RULES FOR INMATES ASSIGNED TO COMMUNITY WORK SQUADS

In order to assist you in your assignment, the following requirements are provided for your information. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.

2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.

3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.

4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.

5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.

6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.

7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.

8. Inmates will obey the orders and instructions of their work supervisor(s).

9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.

10. Inmates will not be allowed to have visitors at the job site.

11. Inmates will not be allowed to drive vehicles unless authorized by the warden.

12. Inmates are not allowed to work on personal property of any description while at the job site.

13. Inmates will not consume or have any drugs or alcoholic beverages in their possession.

14. Inmates are not allowed to work or be on private land at any time (except as established by Alabama Code Sections 1-5-30 through 1-5-34).

15. Radios will not be allowed at the work site.

16. Books, magazines, or newspapers will not be allowed at the work site.

17. An inmate may not possess any keys, except in the performance of his/her job.

18. Personal hygiene will be maintained by each inmate at all times.

RULES AND KEY ISSUES FOR DEPARTMENTAL AND NON-DEPARTMENTAL SUPERVISORS

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.

2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.

3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.

4. Supervisors shall not allow an inmate to receive any visits, make telephone calls or mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.

5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.

6. No supervisor shall allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner. Seatbelts, as provided, will be used at all times when the vehicle is in motion. The supervisor shall not allow an inmate to operate a vehicle or equipment that requires a driver's license.

7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."

8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.

9. An inmate is lawfully incarcerated while outside the institution; the limits of confinement have simply been extended. However, being in an unauthorized area or unauthorized absence from his squad or assignment constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed:

a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
c. Note the direction in which the escapee was headed if known, or last known location.
d. If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
i. Record events accurately in writing as soon as possible.

10. Simple guide to writing a report containing the information usually needed:
    a. **WHO** – inmate and/or person(s) involved
    b. **WHAT** – what took place/what did you do
    c. **WHEN** – date and time
    d. **WHERE** – location of events or situation
    e. **HOW** – how did the incident take place

11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.

12. Supervisors shall not allow inmates to pickup or obtain contraband and/or introduce contraband on State property. Contraband is defined as any item(s) not issued or approved by the institution. You, as the inmate supervisor, may not give or provide an item(s) to an inmate that is not work related without authorization from the Department. Any item of contraband found by an inmate during the course of the workday is contraband and shall be immediately turned over to the inmate supervisor.

13. Supervisors shall not be disrespectful to, harass, curse at, or physically abuse an inmate. A supervisor shall not show favoritism between inmates, fraternize with inmates, or play one inmate against another.

14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. Inmates are to address supervisors appropriately.

15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.

16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.

17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.

18. Gambling of any kind by staff or inmates is strictly prohibited.

19. Drugs and/or alcoholic beverages are strictly prohibited.

20. Ensure all safety requirements are adhered to at all times.

21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.

Agreement No.: LCWC-19-005
(To be provided by the Institution)

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Baldwin County Commission by and through McBride Landfill ("Agency") and the Alabama Department of Corrections Loxley Community Work Center ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on April 16 20 19, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.

2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.

3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.

5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars ($15.00) per inmate, per day. For the purposes of this Agreement, any portion of

any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. TRANSPORTATION. Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [*choose one*] __X__ Agency _____ ADOC (additional charge of $5.00 per inmate, per day if transported by the ADOC).

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. PROTECTIVE EQUIPMENT. Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.

10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the

ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. TERMINATION. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.

13. NO ASSIGNMENT. At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.

15. COMPLIANCE. The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in

the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. MERGER. The Parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

Agency Representative
Charles F. Gruber, Chairman

Wayne Dyess, County Administrator

Printed Name Date

ADOC Warden/Designee
Kenneth Peters/Warden

Printed Name Date

CONTACT INFORMATION

Johnny Portis/Sergeant
ADOC Warden's Designee/
Institutional Contact Person

(251) 964-5044
Phone Number

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

Mark Branch
Agency Supervisor/Representative

(251) 680-4260
Phone Number

Baldwin County Solid Waste Department
McBride Landfill
15140 County Road 49
Summerdale, AL 36580
Invoice Address

Agreement No.: LCWC-19-005
(To be provided by the Institution)

SUPERVISOR PLAN

Date Requested: April 16, 2019

Name of ADOC Institution: Loxley Community Work Center

Name of Agency: Baldwin County Commission by and through McBride Landfill

Name of Supervisor(s)/Representative(s): Mark Branch/Carol Powell

Type of work needed:
Unload debris, landscaping, general labor

The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.

Number of inmates requested: 1-10 (varies)

Location of Work Site: McBride Landfill
* No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):
Weekly - Monday through Friday - 6:30 a.m. to 3:30 p.m. (extended to 4:30 p.m. for Summer; Saturday- 6:30 a.m. to 12:30 p.m.)

*Additional information may be provided on a separate page, if needed.

Agency Supervisor/Representative Signature: _____

Approved: _____ Date: _____
Warden/Designee

Handout #1

RULES FOR INMATES ASSIGNED TO COMMUNITY WORK SQUADS

In order to assist you in your assignment, the following requirements are provided for your information. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.

2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.

3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.

4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.

5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.

6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.

7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.

8. Inmates will obey the orders and instructions of their work supervisor(s).

9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.

10. Inmates will not be allowed to have visitors at the job site.

11. Inmates will not be allowed to drive vehicles unless authorized by the warden.

12. Inmates are not allowed to work on personal property of any description while at the job site.

13. Inmates will not consume or have any drugs or alcoholic beverages in their possession.

14. Inmates are not allowed to work or be on private land at any time (except as established by Alabama Code Sections 1-5-30 through 1-5-34).

15. Radios will not be allowed at the work site.

16. Books, magazines, or newspapers will not be allowed at the work site.

17. An inmate may not possess any keys, except in the performance of his/her job.

18. Personal hygiene will be maintained by each inmate at all times.

RULES AND KEY ISSUES FOR DEPARTMENTAL AND NON-DEPARTMENTAL SUPERVISORS

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.

2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.

3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.

4. Supervisors shall not allow an inmate to receive any visits, make telephone calls or mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.

5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.

6. No supervisor shall allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner. Seatbelts, as provided, will be used at all times when the vehicle is in motion. The supervisor shall not allow an inmate to operate a vehicle or equipment that requires a driver's license.

7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."

8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.

9. An inmate is lawfully incarcerated while outside the institution; the limits of confinement have simply been extended. However, being in an unauthorized area or unauthorized absence from his squad or assignment constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed:

a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
c. Note the direction in which the escapee was headed if known, or last known location.
d. If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
i. Record events accurately in writing as soon as possible.

10. Simple guide to writing a report containing the information usually needed:
    a. **WHO** – inmate and/or person(s) involved
    b. **WHAT** – what took place/what did you do
    c. **WHEN** – date and time
    d. **WHERE** – location of events or situation
    e. **HOW** – how did the incident take place

11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.

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14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. Inmates are to address supervisors appropriately.

15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.

16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.

17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.

18. Gambling of any kind by staff or inmates is strictly prohibited.

19. Drugs and/or alcoholic beverages are strictly prohibited.

20. Ensure all safety requirements are adhered to at all times.

21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.

Agreement No.: LCWC-19-006
(To be provided by the Institution)

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Baldwin County Commission by and through McBride Squad ("Agency") and the Alabama Department of Corrections Loxley Community Work Center ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on April 16 20 19, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.

2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.

3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.

5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars ($15.00) per inmate, per day. For the purposes of this Agreement, any portion of

any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. TRANSPORTATION. Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [*choose one*] __X__ Agency _____ ADOC (additional charge of $5.00 per inmate, per day if transported by the ADOC).

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. PROTECTIVE EQUIPMENT. Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.

10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the

ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. TERMINATION. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.

13. NO ASSIGNMENT. At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.

15. COMPLIANCE. The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in

the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

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Agency Representative
Charles F. Gruber, Chairman

Wayne Dyess, County Administrator

Printed Name Date

ADOC Warden/Designee
Kenneth Peters/Warden

Printed Name Date

CONTACT INFORMATION

Johnny Portis/Sergeant
ADOC Warden's Designee/
Institutional Contact Person

(251) 964-5044
Phone Number

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

Mark Branch
Agency Supervisor/Representative

(251) 680-4260
Phone Number

Baldwin County Solid Waste Department
McBride Squad
15140 County Road 49
Summerdale, AL 36580
Invoice Address

Agreement No.: LCWC-19-006
(To be provided by the Institution)

SUPERVISOR PLAN

Date Requested: April 16, 2019

Name of ADOC Institution: Loxley Community Work Center

Name of Agency: Baldwin County Commission by and through McBride Squad

Name of Supervisor(s)/Representative(s): Mark Branch/Carol Powell

Type of work needed:
Litter patrol along County Roads

The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.

Number of inmates requested: 1-15 (varies)

Location of Work Site: Various Roads throughout the County
* No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):
Weekly - Monday through Thursday

*Additional information may be provided on a separate page, if needed.

Agency Supervisor/Representative Signature: _____

Approved: _____ Date: _____
Warden/Designee

Handout #1

RULES FOR INMATES ASSIGNED TO COMMUNITY WORK SQUADS

In order to assist you in your assignment, the following requirements are provided for your information. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.

2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.

3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.

4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.

5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.

6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.

7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.

8. Inmates will obey the orders and instructions of their work supervisor(s).

9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.

10. Inmates will not be allowed to have visitors at the job site.

11. Inmates will not be allowed to drive vehicles unless authorized by the warden.

12. Inmates are not allowed to work on personal property of any description while at the job site.

13. Inmates will not consume or have any drugs or alcoholic beverages in their possession.

14. Inmates are not allowed to work or be on private land at any time (except as established by Alabama Code Sections 1-5-30 through 1-5-34).

15. Radios will not be allowed at the work site.

16. Books, magazines, or newspapers will not be allowed at the work site.

17. An inmate may not possess any keys, except in the performance of his/her job.

18. Personal hygiene will be maintained by each inmate at all times.

RULES AND KEY ISSUES FOR DEPARTMENTAL AND NON-DEPARTMENTAL SUPERVISORS

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.

2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.

3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.

4. Supervisors shall not allow an inmate to receive any visits, make telephone calls or mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.

5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.

6. No supervisor shall allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner. Seatbelts, as provided, will be used at all times when the vehicle is in motion. The supervisor shall not allow an inmate to operate a vehicle or equipment that requires a driver's license.

7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."

8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.

9. An inmate is lawfully incarcerated while outside the institution; the limits of confinement have simply been extended. However, being in an unauthorized area or unauthorized absence from his squad or assignment constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed:

a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
c. Note the direction in which the escapee was headed if known, or last known location.
d. If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
i. Record events accurately in writing as soon as possible.

10. Simple guide to writing a report containing the information usually needed:
    a. **WHO** – inmate and/or person(s) involved
    b. **WHAT** – what took place/what did you do
    c. **WHEN** – date and time
    d. **WHERE** – location of events or situation
    e. **HOW** – how did the incident take place

11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.

12. Supervisors shall not allow inmates to pickup or obtain contraband and/or introduce contraband on State property. Contraband is defined as any item(s) not issued or approved by the institution. You, as the inmate supervisor, may not give or provide an item(s) to an inmate that is not work related without authorization from the Department. Any item of contraband found by an inmate during the course of the workday is contraband and shall be immediately turned over to the inmate supervisor.

13. Supervisors shall not be disrespectful to, harass, curse at, or physically abuse an inmate. A supervisor shall not show favoritism between inmates, fraternize with inmates, or play one inmate against another.

14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. Inmates are to address supervisors appropriately.

15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.

16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.

17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.

18. Gambling of any kind by staff or inmates is strictly prohibited.

19. Drugs and/or alcoholic beverages are strictly prohibited.

20. Ensure all safety requirements are adhered to at all times.

21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.

Agreement No.: LCWC-19-007
(To be provided by the Institution)

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Baldwin County Commission by and through BCSW Transfer Station ("Agency") and the Alabama Department of Corrections Loxley Community Work Center ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on April 16 20 19, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.

2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.

3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.

5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars ($15.00) per inmate, per day. For the purposes of this Agreement, any portion of

any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. TRANSPORTATION. Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [*choose one*] __X__ Agency _____ ADOC (additional charge of $5.00 per inmate, per day if transported by the ADOC).

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. PROTECTIVE EQUIPMENT. Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.

10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the

ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. TERMINATION. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.

13. NO ASSIGNMENT. At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.

15. COMPLIANCE. The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in

the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. MERGER. The Parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

Agency Representative
Charles F. Gruber, Chairman

Wayne Dyess, County Administrator

Printed Name Date

ADOC Warden/Designee
Kenneth Peters/Warden

Printed Name Date

CONTACT INFORMATION

Johnny Portis/Sergeant
ADOC Warden's Designee/
Institutional Contact Person

(251) 964-5044
Phone Number

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

Mark Branch
Agency Supervisor/Representative

(251) 680-4260
Phone Number

Baldwin County Solid Waste Department
Transfer Station
15140 County Road 49
Summerdale, AL 36580
Invoice Address

Agreement No.: LCWC-19-007
(To be provided by the Institution)

SUPERVISOR PLAN

Date Requested: April 16, 2019

Name of ADOC Institution: Loxley Community Work Center

Name of Agency: Baldwin County Commission by and through Baldwin County Solid Waste Transfer Station

Name of Supervisor(s)/Representative(s): Mark Branch/Jimmy Shiver

Type of work needed:
Unload debris, landscaping, general labor

**The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.*

Number of inmates requested: 1-10 (varies)

Location of Work Site: Bay Minette Transfer Station
** No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):
Weekly - Monday through Friday - 6:30 a.m. - 3:30 p.m. (extended to 4:30 p.m. in Summer); Saturday - 6:30 a.m. - 12:30 p.m.

*Additional information may be provided on a separate page, if needed.

Agency Supervisor/Representative Signature: _____

Approved: _____ Date: _____
Warden/Designee

Handout #1

RULES FOR INMATES ASSIGNED TO COMMUNITY WORK SQUADS

In order to assist you in your assignment, the following requirements are provided for your information. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.

2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.

3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.

4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.

5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.

6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.

7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.

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9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.

10. Inmates will not be allowed to have visitors at the job site.

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14. Inmates are not allowed to work or be on private land at any time (except as established by Alabama Code Sections 1-5-30 through 1-5-34).

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17. An inmate may not possess any keys, except in the performance of his/her job.

18. Personal hygiene will be maintained by each inmate at all times.

RULES AND KEY ISSUES FOR DEPARTMENTAL AND NON-DEPARTMENTAL SUPERVISORS

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.

2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.

3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.

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5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.

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7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."

8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.

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a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
c. Note the direction in which the escapee was headed if known, or last known location.
d. If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
i. Record events accurately in writing as soon as possible.

10. Simple guide to writing a report containing the information usually needed:
    a. **WHO** – inmate and/or person(s) involved
    b. **WHAT** – what took place/what did you do
    c. **WHEN** – date and time
    d. **WHERE** – location of events or situation
    e. **HOW** – how did the incident take place

11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.

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13. Supervisors shall not be disrespectful to, harass, curse at, or physically abuse an inmate. A supervisor shall not show favoritism between inmates, fraternize with inmates, or play one inmate against another.

14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. Inmates are to address supervisors appropriately.

15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.

16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.

17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.

18. Gambling of any kind by staff or inmates is strictly prohibited.

19. Drugs and/or alcoholic beverages are strictly prohibited.

20. Ensure all safety requirements are adhered to at all times.

21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.

Baldwin County Commission

Agenda Action Form

File #: 19-1074, **Version:** 1 **Item #:** BM3

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Chandra Middleton, Assistant Director of Transportation

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ITEM TITLE
Baldwin Regional Area Transit System - Fiscal Year 2019 Certifications and Assurances for Federal Transit Administration Assistance Programs

STAFF RECOMMENDATION
Approve the Chairman and the County Attorney to execute the Fiscal Year 2019 Federal Transit Administration "FTA" Certifications and Assurances agreeing that Baldwin County will comply with all federal statues, regulations, executive orders and federal requirements as pertains to the 5311 and 5307 Grant Applications for the Baldwin Regional Area Transit System.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Annually, the Federal Transit Administration requires all grant recipients to sign the Certifications and Assurances Agreement stating they will comply with all federal statues, regulations, executive orders and federal requirements in order to receive federal funding. This annual submission requires the signatures of the agency's authorized representative and representing attorney. The deadline for this document is April 30, 2019.

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: County Attorney, David Conner

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: The Alabama Department of Transportation has set a deadline for the submission of said document as April 30, 2019.

Individual(s) responsible for follow up: Administration Staff and BRATS Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff to prepare cover letter on County letterhead, and obtain signatures where required. Administration staff will then forward a fully executed copy to the Baldwin Regional Area Transit System's Assistant Director, Chandra Middleton; Baldwin Regional Area Transit Staff will overnight to the following address:

Alabama Department of Transportation
Local Transportation Bureau, Transit Section
Attention: Mr. D.E. Phillips, Jr. P.E.
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Additional instructions/notes: N/A

FTA FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Baldwin County Commission

The Applicant certifies to the applicable provisions of categories 01–18. X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Tax Liability and Felony Convictions	
03	Lobbying	
04	Private Sector Protections	
05	Transit Asset Management Plan	
06	Rolling Stock Buy America Reviews and Bus Testing	
07	Urbanized Area Formula Grants Program	
08	Formula Grants for Rural Areas	
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
12	State of Good Repair Grants	
13	Infrastructure Finance Programs	
14	Alcohol and Controlled Substances Testing	
15	Rail Safety Training and Oversight	
16	Demand Responsive Service	
17	Interest and Financing Costs	
18	Construction Hiring Preferences	

FEDERAL FISCAL YEAR 2019 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2019)

AFFIRMATION OF APPLICANT

Name of the Applicant: Baldwin County Commission

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2019, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2019.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name Charles F. Gruber, Chairman Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Baldwin County Commission

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name David J. Conner as County Attorney for Baldwin County Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard Montgomery, Alabama 36110

Kay Ivey
Governor

John R. Cooper
Transportation Director

March 21, 2019

MEMORANDUM

TO: Section 5307, 5310, 5311, 5316 & 5317 Subrecipients

FROM: D.E. Phillips, Jr., P.E.
State Local Transportation Engineer

Subject: Fiscal Year 2019 Certifications and Assurances for Federal Transit Administration (FTA) Assistance

The attached 2019 Certifications and Assurances are applicable to the Federal Transit Administration (FTA) funded programs administered by the State of Alabama. All subrecipients of FTA assistance are required to execute and submit the Certifications and Assurances (C & A) annually to receive federal funding. Only the provisions that apply to the award will be enforced.

For the applicant's convenience, FTA's C & A provides an option for the applicant to certify all eighteen provisions as a group, in lieu of individually. If this option is chosen, please mark the statement,

"The Applicant certifies to the applicable provisions of categories 01-18."

Please complete and return the Fiscal Year 2019 Certifications and Assurances to this office on or before April 30, 2019.

If you have any questions, please contact your program manager.

DEP:RRS/dl

Attachment

Baldwin County Commission

Agenda Action Form

File #: 19-0893, **Version:** 1 **Item #:** BM4

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: John Sedlack, Engineer Tech III

ITEM TITLE
*County Road 64 Capacity Improvements - Preliminary Engineering Funding Agreement

STAFF RECOMMENDATION
Approve Resolution #2019-059 and a funding agreement between the Baldwin County Commission and the Alabama Department of Transportation for the Preliminary Engineering to 3-Lane County Road 64 from State Route 181 to County Road 54 East and install a Roundabout at the Rigsby Road Intersection using 80% Federal funds and 20% County matching funds.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On October 24, 2018, the Eastern Shore Metropolitan Planning Organization (MPO) approved Resolution #2019-04 allocating $260,000.00 (MPO - $208,000.00, Local - $52,000.00) with the Baldwin County Commission providing the local 20% match.

On January 23, 2019, the Eastern Shore MPO approved Resolution #2019-11 increasing the project scope and allocating an additional estimated design cost of $275,000.00 (MPO - $220,000.00, Local - $55,000.00) with the Baldwin County Commission providing the local 20% match.

The total amount allocated for the project Preliminary Engineering is $535,000.00 (MPO - $428,000 .00, Local - $107,000.00) with the Baldwin County Commission providing the local 20% match.

FINANCIAL IMPACT

Total cost of recommendation: $107,000.00

Budget line item(s) to be used: 0206818.5150

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

LEGAL IMPACT

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

Reviewed/approved by: David Conner, 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:

Administration Staff:
Have the Commission sign the resolution and agreement and return to Highway Department (John Sedlack) for submittal to the Alabama Department of Transportation.

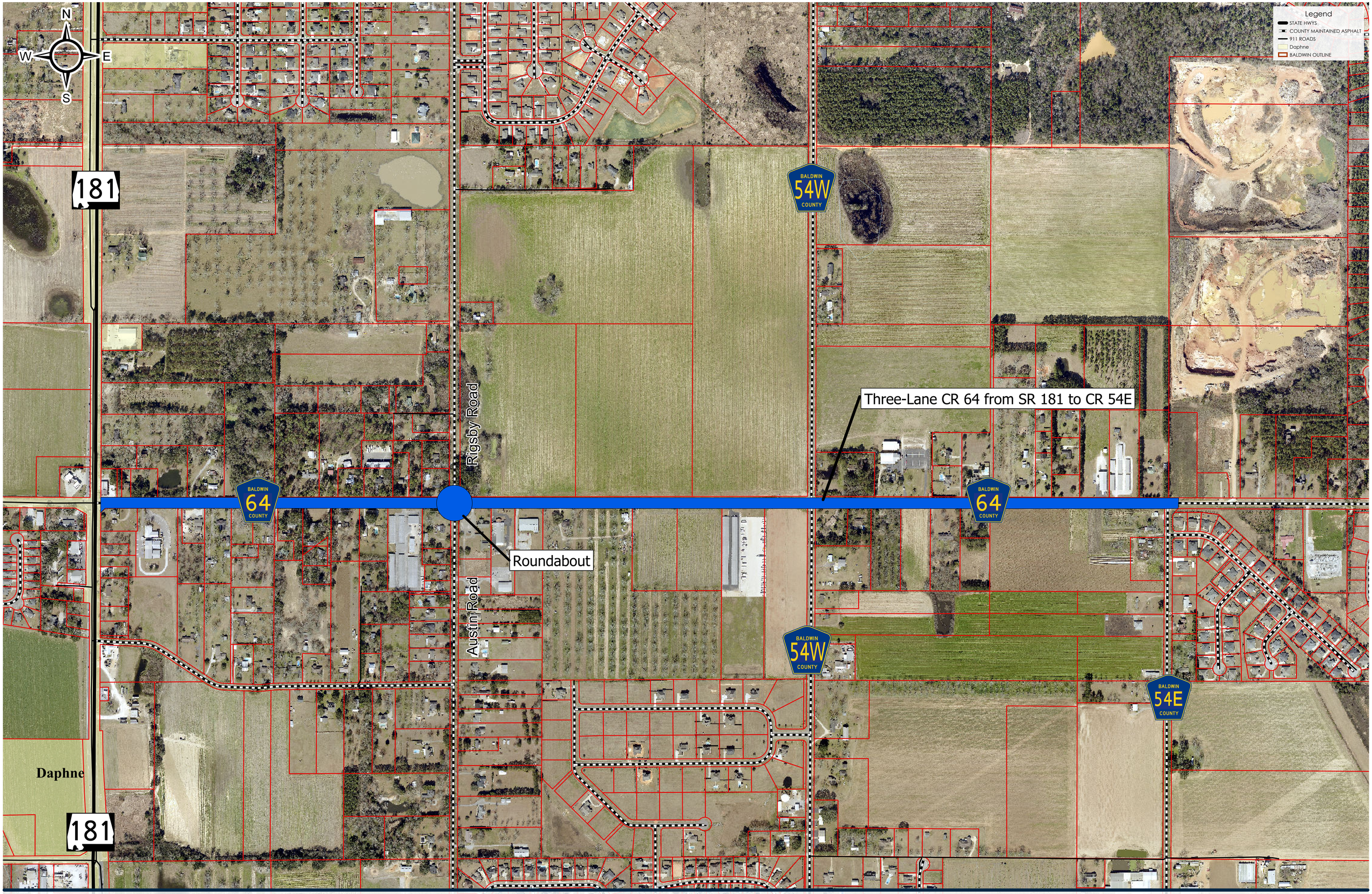
Highway Department:

Submit to the Alabama Department of Transportation.

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

Mr. D.E. Phillips, Jr., P.E.
Local Transportation Bureau Chief
Alabama Department of Transportation
1409 Coliseum Blvd.
Montgomery, Alabama 36130

Additional instructions/notes: N/A



CR 64 Corridor

From SR 181 to CR 54 E

Baldwin County

Highway Department 2018

0 0.1 0.2 0.4 Miles

https://www.marketing360.com/marketing-360-reviews/5-common-misconceptions-about-small-business-digital-marketing/

PRELIMINARY ENGINEERING
AGREEMENT
FOR A
FEDERAL AID
PROJECT

BETWEEN THE STATE OF ALABAMA
AND
BALDWIN COUNTY COMMISSION
Baldwin County

Project No. STPOA-0219( )
County Project No. BCP 02-068-18
CPMS Ref# 100069347

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Baldwin County Commission, Alabama, (FEIN 63-6001408) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the widening and adding of a center turn lane on CR-64 from SR-181 to CR-54 and the installation of a roundabout at Austin Road – Rigsby Road; Project# STPOA-0219( ); BCP 02-068-18; CPMS Ref# 100069347.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to $428,000.00 Federal funds unless the Eastern-Shore Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Eastern-Shore Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Eastern-Shore Area Dedicated)	$ 428,000.00
County Funds	$ 107,000.00
TOTAL (Incl. Indirect Cost)	$ 535,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

B. The COUNTY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost as part of this Agreement.

The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will not be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.

B. Associated Construction cost will not be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this

amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

   The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.

E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

   For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-

of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

   All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

   The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

   The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

   The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.

C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Baldwin County, Alabama

By: _____ **By: _____**

County Administrator (Signature) **As Chairman (Signature)**

_____ **_____**

Type Name of County Administrator **Type Name of Chairman**

(AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: _____

William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

_____ **_____**

Vincent Calametti, P.E. **D.E. (Ed) Phillips, P.E.**
Southwest Region Engineer **State Local Transportation Engineer**

_____

Don T. Arkle, P. E.
Chief Engineer
STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____DAY OF _____, 20_____.

_____

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION #2019-059

BE IT RESOLVED by the Baldwin County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, relating to a project for:

Widening and adding of a center turn lane on CR-64 from SR-181 to CR-54 and installation of a roundabout at Austin Road – Rigsby Road; Project# STPOA-0219( ); BCP 02-068-18; CPMS Ref# 100069347.

A copy of the agreement has been submitted to the Commission, and the Commission hereby approves the agreement. The Commission hereby authorizes and directs that the agreement be executed in the name of the County, by the Chairman for and on its behalf and attested by the County Administrator and the official seal of the County shall be affixed thereto.

BE IT FURTHER RESOLVED that upon the completion of the execution of the agreement by all parties, a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting County Administrator of Baldwin County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____day of _____, 20____ , and that such resolution is on file in the County Administrator's Office.

ATTESTED:

_____ _____

County Administrator Chairman

_____day of _____, 20_____, and that such resolution is of record in the office of the County Administrator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this_____day of _____, 20_____ .

_____

County Administrator

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

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Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: _____

BUREAU CHIEF/REGION ENGINEER

APPROVAL: _____

CHIEF ENGINEER

APPROVAL: _____ NOVEMBER 1, 2017

TRANSPORTATION DIRECTOR **DATE**

1-20

Rev. 10/2017

Baldwin County Commission

Agenda Action Form

File #: 19-1036, **Version:** 1 **Item #:** BM5

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Audra E. Mize, Operations Support Specialist II

ITEM TITLE
Intergovernmental Service Agreement between Baldwin County and the City of Bay Minette for the Striping of Various Roads Inside Bay Minette City Limits

STAFF RECOMMENDATION
Approve an Intergovernmental Service Agreement between Baldwin County and the City of Bay Minette for the Highway Department Stripe Crew to stripe the following roads inside Bay Minette City Limits for an estimated cost of $2,345.00 for labor and equipment. (Striping distance below includes center line and edge line.)

1. Pearson Drive from US Highway 31 to the end - 0.32 striping miles
2. West 5th Street from McMeans Ave to W. 3rd Ave. - 0.15 striping miles
3. West 2nd Street from Dobson Avenue to 3rd Street - 0.23 striping miles
4. Clay Street from S. Hoyle Avenue to end - 0.52 striping miles
5. West Banyan Street from US Highway 31 to Daphne Road - 0.28 striping miles

The City of Bay Minette will be invoiced the actual cost of labor and equipment upon completion of the project. (This agreement shall be effective upon full execution and terminate after twelve (12) months, unless terminated by either party upon the delivery of a thirty (30) day notice of termination.)

The City of Bay Minette will provide materials for the project.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Bay Minette is requesting assistance from the Baldwin County Commission for the striping of certain roads in City limits. The City will be invoiced actual costs for labor and equipment upon completion of the project.

The City will provide materials for the project.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
No

Reviewed/approved by: N/A

Additional comments: Intergovernmental Service Agreement used as previously approved by the County Attorney.

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; Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have agreement executed by the Chairman. Highway Department will schedule the work and send invoice upon completion of project.

Contact:
Mayor Robert Wills
City of Bay Minette
301 D'Olive Street
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

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INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City of Bay Minette, Alabama (hereinafter "City"), as follows:

R E C I T A L S

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively "control") certain public roads inside their respective jurisdictions; and

Whereas, with the consent of the City Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and City acknowledge and agree that the road listed below, as identified and depicted on *Exhibit A* hereto, is situated inside the present incorporated municipal limits of City, and is are roads over which City is responsible for and over which City exercises control; and

Whereas, the City has requested that the County assist the City in its efforts to perform striping on the following roads inside Bay Minette City Limits:

Road Name	Striping Distance (includes center line and edge line)	From/To
Pearson Drive	0.32 line miles	US Highway 31 to the End
West 5th Street	0.15 line miles	JcMeans Avenue to West 3rd Street
West 2nd Street	0.23 line miles	Dobson Avenue to West 3rd Street
Clay Street	0.52 line miles	Clay Street from South Hoyle Avenue
West Banyan Street	0.28 line miles	US Highway 31 to Daphne Road

Whereas, the County submitted an Estimate Sheet (*Exhibit B*) identifying an approximation (i.e. $2,345.00) of the actual value for labor and equipment that the County has placed upon the services to stripe the roads listed above; and

Whereas, the City wishes for the County to perform the requested services even though the Estimate Sheet (*Exhibit B*) may or may not reflect the actual cost incurred by the County to perform said services on behalf of the City; and

Whereas, the City agrees to remit to the County any and all actual costs for labor and equipment incurred by County in its performance of this Agreement; and

Whereas, County and City now wish to enter into this Agreement to provide striping on the roads listed above which are inside the City's jurisdiction.

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.

2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the striping on the above listed public roads and rights-of-way inside the corporate limits of the City.

3. **City Remains Owner of Right-of-Way:** The City, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over the road portions specifically identified and depicted on *Exhibit A* hereto. The County, however, obtains no rights, responsibilities or control for the subject right-of-way as a result of the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement.

4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.

5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any road or road portion not expressly identified and depicted herein.

6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.

7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").

8. **Term:** The term of this Agreement shall be for twenty-four (24) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.

9. **Services to be Performed by County:**

   A. Perform striping on above listed roads
   B. Perform striping on above listed roads.
      Note: County cannot sell bid item materials to the City.

10. **Services to be Performed by City (the Project):**

    A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.

B. Furnish and/or acquire all necessary property rights, including without limitation any necessary access and ownership rights, for access to the right-of-way without cost or liability to the County.
C. Adjust and/or relocate all utilities for the project without cost to the County, if applicable.
D. Promptly remit payment within 30 days of the receipt of invoice for all actual labor costs incurred by the County.
E. Provide any materials necessary for the work.

11. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the City shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City:	City of Bay Minette 301 D'Olive Street Bay Minette, AL 36507
To County:	Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

12. **Indemnity:** City accepts the improvement, work, property, product and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of the improvements, work, property, product and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons or damage to the personal property by reason of the condition of the improvements, work, property, product and services of the County or otherwise.

    Furthermore, to the fullest extent allowed by law, City shall defend, indemnify and hold County harmless from and against all demands, actions and claims of any description whatsoever, for property damage, personal injury (including death), actions in trespass and all other claimed loss, injury or damage, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder.

    All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense for the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City or in any way diminish any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.

14. **Both Parties Contributed Equally to the Agreement**. 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, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.

15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.

17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

COUNTY:
BALDWIN COUNTY

_____ /
CHARLES F. GRUBER / DATE
CHAIRMAN

ATTEST:

_____ /
WAYNE DYESS / DATE
COUNTY ADMINISTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I,_____, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. GRUBER., and WAYNE DYESS, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the _____ day of _____, 2019.

_____
Notary Public

My Commission Expires:_____

CITY:
THE CITY OF BAY MINETTE

_____/_____
Mayor Robert A. Wills /Date

ATTEST:

_____/_____
City Clerk /Date

STATE OF ALABAMA
COUNTY OF BALDWIN

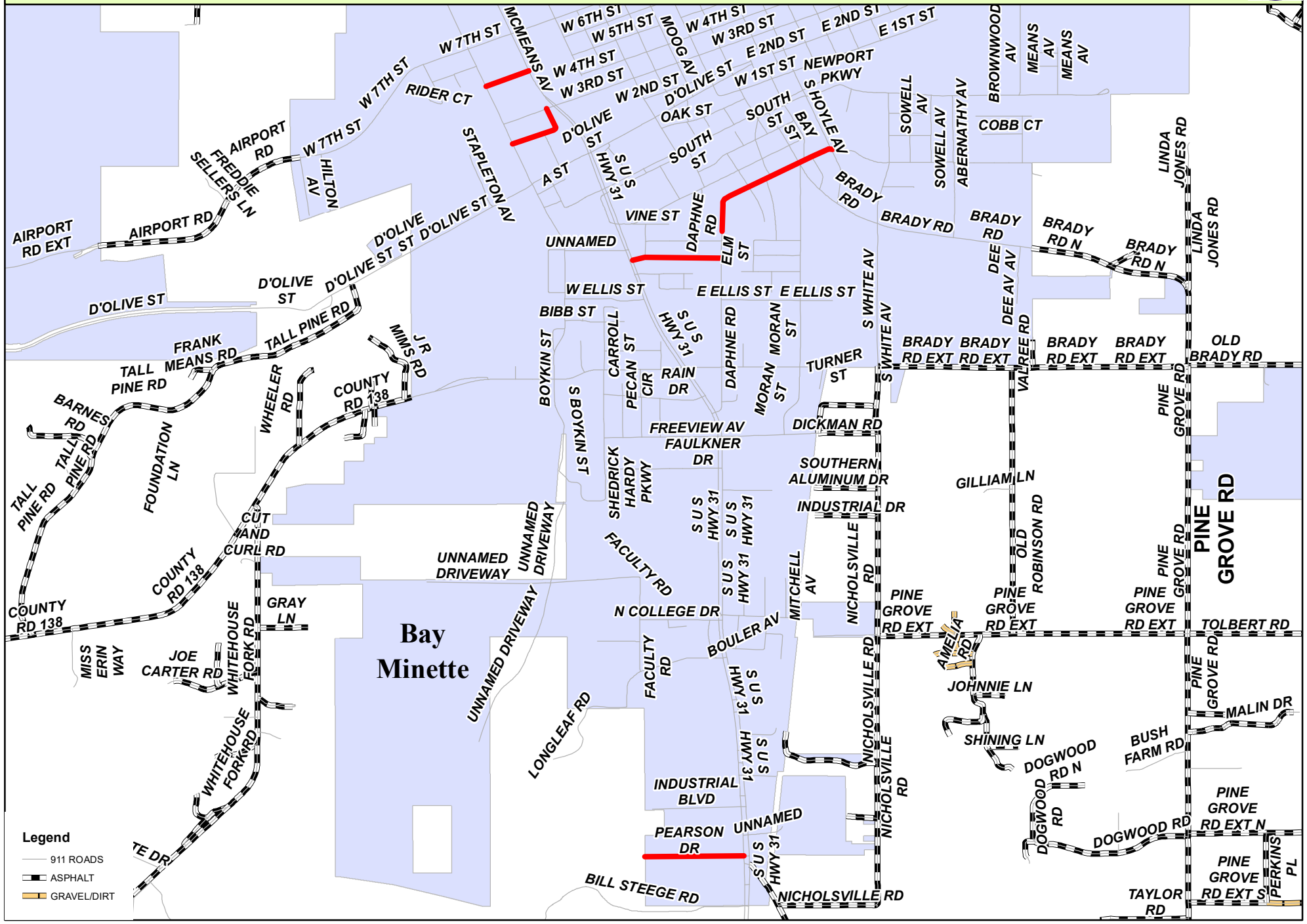
I, _____, a Notary Public, in and for said County in said State, hereby certify that ROBERT A. WILLS, and _____, whose names as Mayor and City Clerk of CITY OF BAY MINETTE, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City of Bay Minette, Alabama.

Given under my hand and official seal this the _____ day of _____, 2019.

_____
Notary Public

My Commission Expires:_____

City of Bay Minette - Striping



Baldwin County Highway Department Estimate Sheet

DATE	4/3/2019	Area:	100
REQUESTED BY:	Jason Padgett	SPONSORED BY:	City of Bay Minette
LOCATION	City of Bay Minette		
Scope of Work:	Stripe Pearson Dr, W. 5th St, W. 2nd St, Clay St and W. Banyan St for the City of Bay Minette		

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	**EQUIPMENT**				
84502	PAINT TRUCK	HOURS	10	$ 79.50	$ 795.00
30990	CREW CAB	HOURS	10	$ 35.00	$ 350.00
	TOTAL				$ 1,145.00
2	**LABOR**				
	MAN HOURS - 4 EMPLOYEES	HOURS	40	$ 30.00	$ 1,200.00
	TOTAL				$ 1,200.00
3	**MATERIAL**				
	PAINT (YELLOW)	GAL	125	$ 8.57	$ 1,071.25
	PAINT (WHITE)	GAL	125	$ 8.57	$ 1,071.25
	GLASS BEADS - TYPE I	LBS	875	$ 0.28	$ 245.00
	GLASS BEADS - TYPE IV	LBS	625	$ 0.62	$ 387.50
	TOTAL				$ 2,775.00
	TOTAL COST ESTIMATE				**$ 5,120.00**

Baldwin County Commission

Agenda Action Form

File #: 19-1075, **Version:** 1 **Item #:** BM6

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Audra E. Mize, Operations Support Specialist II

ITEM TITLE
Intergovernmental Service Agreement with the Town of Magnolia Springs for Ditch Cleaning along Magnolia Springs Highway

STAFF RECOMMENDATION
Approve the Intergovernmental Service Agreement between Baldwin County and the Town of Magnolia Springs for Area 300 Crews to clean a ditch along Magnolia Springs Highway inside Magnolia Town Limits for an estimated cost of $14,666.20 for labor and equipment. This agreement shall become effective upon the date of full execution by both parties ("Effective Date"). The term of this agreement shall be for six months from its effective date. This document may be amended only upon written approval by the parties hereto, and any such amendment shall be approved by the same method by which this original agreement has been approved by the parties.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Town of Magnolia Springs is requesting assistance from Baldwin County for ditch cleaning inside Magnolia Springs town limits. Magnolia Springs will be invoiced actual costs for labor and equipment upon completion of the project.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney, David Conner

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; Highway Accounting

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have agreement executed by the Chairman. Highway Department will schedule the work and send invoice for actual costs upon completion of project.

Contact:
Mayor Bob Holk
Town of Magnolia Springs
Post Office Box 890
Magnolia Springs, Alabama 36555

Additional instructions/notes: N/A

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the Town of Magnolia Springs, Alabama (hereinafter "Town"), as follows:

R E C I T A L S

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and Town is an incorporated municipality of the State of Alabama; and

Whereas, County and Town are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively "control") certain public roads inside their respective jurisdictions; and

Whereas, with the consent of the Town Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and Town acknowledge and agree that Magnolia Springs Highway from Cedar Street to School Street, as identified and depicted on *Exhibit A* hereto, is situated inside the present incorporated municipal limits of Town, and is a section of road over which Town is responsible for and over which Town exercises control; and

Whereas, the Town has requested that the County assist the Town in its efforts to maintain Magnolia Springs Highway from Cedar Street to School Street inside Magnolia Springs Town Limits, and the County agrees to perform ditch cleaning, pursuant to the terms and conditions herein; and

Whereas, the County submitted an Estimate Sheet (*Exhibit B*) identifying an approximation (i.e. $14,666.20) of the actual value for labor and equipment that the County has placed upon the services to perform ditch cleaning along Magnolia Springs Highway from Cedar Street to School Street; and

Whereas, the Town wishes for the County to perform the requested services even though the Estimate Sheet (*Exhibit B*) may or may not reflect the actual cost incurred by the County to perform said services on behalf of the Town; and

Whereas, the Town agrees to remit to the County any and all actual costs for labor and equipment incurred by County in its performance of this Agreement; and

Whereas, County and Town now wish to enter into this Agreement to provide ditch cleaning on Magnolia Springs Highway from Cedar Street to School Street which is inside the Town's jurisdiction.

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.

2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the ditching along Magnolia Springs Highway from Cedar Street to School Street inside the corporate limits of the Town.

3. **Town Remains Owner of Right-of-Way:** The Town, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over Magnolia Springs Highway from Cedar Street to School Street specifically identified and depicted on *Exhibit A* hereto. The County, however, obtains no rights, responsibilities or control for the subject right-of-way as a result of the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement.

4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.

5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any road or road portion not expressly identified and depicted herein.

6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.

7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").

8. **Term:** The term of this Agreement shall be for six (6) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.

9. **Services to be Performed by County:**

   A. Perform ditch cleaning of road when requested by Town.
   B. Remit invoice to the Town for actual costs incurred.
      Note: County cannot sell bid item materials to the Town.

10. **Services to be Performed by Town (the Project):**

    A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.
    B. Furnish and/or acquire all necessary property rights, including without limitation any necessary access and ownership rights, for access to the right-of-way without cost or liability to the County.
    C. Adjust and/or relocate all utilities for the project without cost to the County if applicable.
    D. Promptly remit payment within 30 days of the receipt of invoice for all actual labor and equipment costs incurred by the County.

11. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the Town shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To Town:	Town of Magnolia Springs P.O. Box 890 Magnolia Springs, Alabama 36555
To County:	Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

12. **Indemnity:** Town accepts the improvement, work, property, product and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to Town as to, and has no obligation for the condition of the improvements, work, property, product and services of the County. Town assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product and services of the County or Town. Town agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. Town for itself and Town Representatives waive and release the County from any claims for injury to persons or damage to the personal property by reason of the condition of the improvements, work, property, product and services of the County or otherwise.

    Furthermore, to the fullest extent allowed by law, Town shall defend, indemnify and hold County harmless from and against all demands, actions and claims of any description whatsoever, for property damage, personal injury (including death), actions in trespass and all other claimed loss, injury or damage, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder.

    All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense for the Town against the same.

    Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or Town or in any way diminish any immunity, absolute or qualified, to which the County and Town are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.

14. **Both Parties Contributed Equally to the Agreement**. 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, it being recognized that both County and Town have contributed substantially and materially to the preparation of this Agreement.

15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.

17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

COUNTY:
BALDWIN COUNTY

_____ /
CHARLES F. GRUBER / DATE
CHAIRMAN

ATTEST:

_____ /
WAYNE DYESS / DATE
COUNTY ADMINISTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I,_____, a Notary Public in and for said County, in said State, hereby certify that CHARLES GRUBER, and WAYNE DYESS, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the _____ day of _____, 2019.

_____
Notary Public

My Commission Expires:_____

TOWN:
THE TOWN OF MAGNOLIA SPRINGS

_____/_____
MAYOR BOB HOLK /Date

Town
ATTEST:

_____/_____
JENNY OPAL WHITE /Date
TOWN CLERK

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that BOB HOLK, and JENNY OPAL WHITE, whose names as Mayor and Town Clerk of Town of Magnolia Springs, respectively, 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 this instrument, they executed the same voluntarily with full authority to do so for and as an act of the Town of Magnolia Springs, Alabama.

Given under my hand and official seal this the _____ day of _____, 2019.

_____
Notary Public

My Commission Expires:_____

TOWN OF MAGNOLIA SPRINGS

Exhibit A

Baldwin County Highway Department Estimate Sheet

Exhibit B

DATE: **3/27/2019** **Area: - 300**

REQUESTED BY: **TOWN OF MAGNOLIA SPRINGS**

SPONSORED BY: **FRANK LUNDY**

LOCATION: **MAGNOLIA SPRINGS HIGHWAY**

Scope of Work:

WIPE DITCH AND FLUSH PIPES BETWEEN CEDAR ST & SCHOOL ST EAST SIDE 325'

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	**EQUIPMENT**				
	GRADALL	HR	30	$113.20	**$3,396.00**
	2 TRI-AXLE DUMP TRUCKS	HR	60	$75.50	**$4,530.00**
	F-450 CREW CAB	HR	30	$35.00	**$1,050.00**
	CULVERT CLEANER	HR	10	$9.22	**$92.20**
	HYDRO SEEDER	HR	10	$19.80	**$198.00**
	Sub Total				$9,266.20
2	**LABOR**				
	MAN HRS	HR	180	$30.00	**$5,400.00**
	Sub Total				$5,400.00
	TOTAL				**$14,666.20**

Baldwin County Commission

Agenda Action Form

File #: 19-1080, **Version:** 1 **Item #:** BM7

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Property Purchase on Dickman Road in Bay Minette

STAFF RECOMMENDATION
Make the Fee Simple Warranty Deed (Instrument No. 1747277 of Baldwin County Judge of Probate) and all associated documents, for the purchase of property on Dickman Road, part of the record.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The purchase of property on Dickman Road will allow the Area 100 Maintenance Facility to expand their operations.

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 publish the attached documents and make part of the record.

Additional instructions/notes: N/A

GTC 19-113

FORM ROW-4
Rev 10/03

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

1747277

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 3/11/2019 1:45 PM
TOTAL $ 0.00
5 Pages

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Dickman Road
Property Acquisition
05-23-05-21-1-000-014.000
Tract No. 1

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Forty Five Thousand Dollars ($45,000.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), **NORA LEE GODWIN, A MARRIED WOMAN, CLAUDE JOHNSON, A MARRIED MAN, RAYMOND HENRY JOHNSON, A MARRIED MAN, AND GLORIA ANN JOHNSON WALLACE, A MARRIED WOMAN, conveying property that does not constitute the homestead of any of the grantors,** have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto **BALDWIN COUNTY, ALABAMA,** the following described property:

A part of Northwest Quarter of the Northeast Quarter of Section 21, Township 2 South, Range 3 East, in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing, and beginning, from the purported southwest corner along the west line of Block A, CA Thompson Subdivision No. 6, as recorded on Slide 152A in the Baldwin County Probate Office, said point being a found open top iron pipe; Thence N 87° 33' 30" E 200.00' to a set aluminum capped rebar labeled Baldwin County Highway Department; Thence S 00° 16' 01" E 150.00' to a found open top iron pipe; Thence S 87° 33' 31" W 200.03' to a set aluminum capped rebar labeled Baldwin County Highway Department; Thence N 00° 15' 14" W 150.00' back to the Point of Beginning, containing 0.688 acres, more or less.

And as shown on the survey of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to them for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 8 day of March, 2019.

Nora Lee Godwin
NORA LEE GODWIN

Claude Johnson
CLAUDE JOHNSON

Raymond Henry Johnson
RAYMOND HENRY JOHNSON

Gloria Ann Johnson Wallace
GLORIA ANN JOHNSON WALLACE

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Alice Wilson Morris, a Notary Public, in and for said County in said State, hereby certify that **NORA LEE GODWIN**, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of March 2019.

Alice Wilson Morris
NOTARY PUBLIC

My Commission Expires:

ALICE WILSON MORRIS
MY COMMISSION EXPIRES
NOVEMBER 5, 2022
NOTARY PUBLIC
STATE OF ALABAMA

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tammy B Davis, a Notary Public, in and for said County in said State, hereby certify that **CLAUDE JOHNSON**, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7 day of March 2019.

Tammy B Davis
NOTARY PUBLIC

My Commission Expires:

TAMMY B. DAVIS
My Commission Expires
October 11, 2020

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Alice Wilson Morris, a Notary Public, in and for said County in said State, hereby certify that **RAYMOND HENRY JOHNSON**, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of March 2019.

Alice Wilson Morris
NOTARY PUBLIC

My Commission Expires:

ALICE WILSON MORRIS
MY COMMISSION EXPIRES
NOVEMBER 5, 2022
NOTARY PUBLIC
STATE OF ALABAMA

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Alice Wilson Morris, a Notary Public, in and for said County in said State, hereby certify that **GLORIA ANN JOHNSON WALLACE**, whose name(s) is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of March 2019.

Alice Wilson Morris
NOTARY PUBLIC

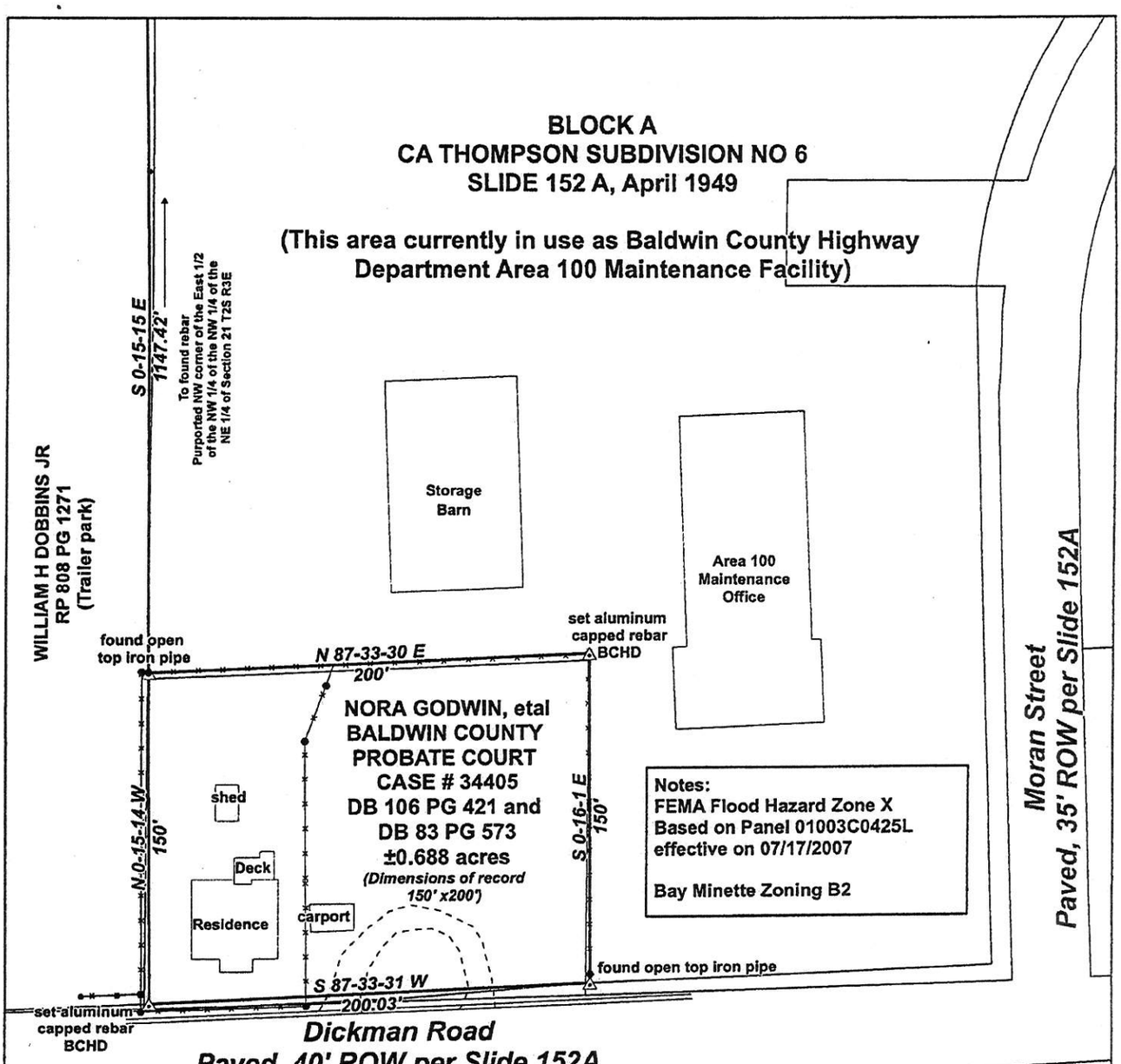
My Commission Expires:

ALICE WILSON MORRIS
MY COMMISSION EXPIRES
NOVEMBER 5, 2022
NOTARY PUBLIC
STATE OF ALABAMA

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Grantors Address:
39875 Ryals Rd.
Bay Minette, AL. 36507



ROW note:
The right of way in this area may vary. Additional information to reference may be an effort related to the "1961-62 Betterment Project No. 9", as recorded in Deed Book 384 Page 60, dated April 15, 1988. Unrecorded documentation of this effort may also exist as well.

INTERNATIONAL PAPER CO
RP 226 PG 678

Legal Description:

COMMENCING, and BEGINNING, from the purported Southwest corner along the West line of Block A, CA Thompson Subdivision No. 6, as recorded on Slide 152A in the Baldwin County Probate Office, said point being a found open top iron pipe, thence N 87° 33' 30" E 200.00' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence S 00° 16' 01" E 150.00' to a found open top iron pipe, thence S 87° 33' 31" W 200.03' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence N 00° 15' 14" W 150.00' back to the point of beginning, containing ±0.688 acres, and subject to all easements, right of ways, and restrictions included therein.

Surveyor's Notes:
1. Sources of information used to facilitate this document may have been previously submitted by this company, other firms, clients, or other involved entities.
2. Bearings and distances are referenced to grid north in the Alabama State Plane Coordinate West Zone (NAD 83) with coordinate units in US survey feet. All quadrant bearings depicted are referenced as Degrees° Minutes' Seconds". GPS and conventional techniques were used to derive the information depicted hereon.
3. Field work performed January 2019.
4. Utilities were not located for the purpose of this survey, except where shown on this survey.
5. No instruments of record concerning right of ways, easements or ownership were furnished, except as noted on this survey.
6. This survey was delivered without the benefit of a title search or abstract history. No liability is assumed for loss or judgments related to an abstract, title search, or legal process associated with this property.
7. Not valid without embossed seal or stamp and original signature.
8. Copyright Baldwin County Highway Department© 2019. This work shall not be reproduced or redistributed without expressed, written permission.
9. This document valid for 60 days from date of survey.
10. All improvements, covenants, easements, or other restrictions of record may not be shown for the purpose of this survey.
11. Background imagery or information shown is not produced or guaranteed by the Baldwin County Highway Department and is for graphic purposes only.

N W E S

1 inch = 50 feet

I hereby certify all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Surveyor's Signature: _____

Alabama License Number _____ Date _____

Township 2 South
Range 3 East
Section 21
St. Stephens Meridian

BOUNDARY SURVEY for NORA GODWIN, etal

201 Dickman Road
Bay Minette, AL 36507

Baldwin County Highway Department

Field work: JWS
Mapped: JKP
Approved: JKP

Date: February 12, 2019

This document supercedes any previously dated document.

STATE OF ALABAMA

COUNTY OF BALDWIN

CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale is entered into on this the 11th day of February, 2019, by and between NORA LEE GODWIN, CLAUDE JOHNSON, RAYMOND HENRY JOHNSON and GLORIA ANN JOHNSON WALLACE (hereinafter referred to as "Sellers"), and BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as "Buyer").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer do hereby mutually covenant and agree as follows:

1. Agreement of Purchase and Sale -- Subject to the terms and conditions as hereinafter set forth, Sellers agree to sell, and Buyer agrees to purchase and pay for, according to the terms set forth below, the following described real property and improvements situated thereon in Baldwin County, Alabama, to-wit:

PARCEL ONE:

Beginning at the Southwest corner of a attract of land sold by W. D. Stapleton and wife to Baldwin County Bank by deed recorded in Deed Book Number 26 N.S., at pages 78-9, Baldwin County records and run thence East 100 feet; thence North

150 feet; thence West 100 feet; thence South 150 feet to the place of beginning, in Section 21, Township 2 South, Range 3 East.

PARCEL TWO:

Beginning at the Southwest corner of the tract of land sold by W. D. Stapleton and wife to Baldwin County Bank by deed recorded in Deed Book Number 26 N.S. at pages 78-9, Baldwin County Records and run thence East 100 feet for a point or place of beginning; thence East 100 feet to a point; thence North 150 feet to a point; thence West 100 feet to a point; thence South 150 feet to the point or place of beginning, in Section 21, Township 2 south, Range 3 East.

Upon completion of a survey of the subject property in accordance with this Contract, the survey description will be substituted for the legal description.

2. Payment and Amount of Purchase Price -- Sellers and Buyer agree that the purchase price to be paid for the Sellers' Property shall be the sum of Forty-Five Thousand Dollars ($45,000.00). Simultaneously with the execution of this Contract, Buyer has remitted to Sellers an earnest money deposit in the amount of One Thousand Dollars ($1,000.00) which shall be credited toward the purchase price. The balance of the purchase price in the amount of Forty-Four Thousand Dollars ($44,000.00) shall be paid by the Buyer to Sellers at closing, in certified funds.

3. Title Insurance and Survey -- Buyer shall obtain, at Buyer's expense, an ALTA Owner's Title Insurance Commitment issued by a title insurance company selected by the Buyer, insuring Sellers' Property to Buyer in an amount equal to the purchase price. Said Commitment for Title Insurance shall be delivered to Buyer not later than thirty (30) days from the date of this Contract, and said Commitment shall be subject only to such exceptions and other matters which are acceptable to Buyer, in Buyer's sole discretion. In addition, Buyer shall obtain

a survey of the Sellers' Property, at Buyer's expense, performed by a registered land surveyor in the State of Alabama, which survey shall indicate no encroachments, encumbrances, rights of way or other matters except those which are suitable to Buyer, in Buyer's sole discretion. In the event the Buyer determines that the survey and Title Commitment provided for herein are not acceptable, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Sellers shall immediately return the earnest money deposit to the Buyer.

4. Sellers' Representations and Warranties -- Sellers hereby represent, warrant and covenant unto Buyer as follows:

A. Sellers' Property is not the subject of any representation or outstanding agreement with any party pursuant to which any such party may acquire an interest therein;

B. Sellers have received no notice of taking or condemnation, actual or proposed, with respect to the Sellers' Property or any portion thereof;

C. There are no lawsuits or legal proceedings pending or threatened regarding ownership, use or possession of Sellers' Property;

D. There are no parties in possession of any portion of Sellers' Property as lessees, tenants at sufferance, trespassers or otherwise;

E. There has been no material or labor furnished for the Sellers' Property for which payment has not been made, and there are no mechanic's or materialmen's claims of nonpayment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to Sellers' Property;

F. Between the date hereof and the closing date, Sellers shall not sell, transfer, convey or mortgage the Sellers' Property, or any part thereof, or take any other action, or permit any action to be taken by any other person, that might affect title to the Sellers' Property or otherwise impair the value of the Sellers' Property to Buyer;

G. All general real estate and ad valorem taxes assessed or imposed against the Sellers' Property have been paid prior to closing (excepting only ad valorem taxes for the year in which the closing hereunder occurs that have not been billed prior to the closing date), and Sellers shall furnish evidence of such payment to Buyer and the title company selected by Buyer. There are no proposed unusual changes in the real estate taxes applicable to the Sellers' Property, and no special assessments exist, have been levied or are contemplated or pending against the Sellers' Property;

H. To the Sellers' knowledge, there does not exist, nor has there ever existed, over, beneath or on the Sellers' Property any hazardous substance, pollutants or contaminants, as defined, regulated and/or prohibited by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or the "Federal Superfund Act") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. Sections 9601-9605, or hazardous waste as defined, regulated and/or prohibited by the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, 33 U.S.C. Section 1321 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance;

I. To the Sellers' knowledge, the Sellers have obtained all federal, state and local environmental permits necessary or required for their use and occupancy of the Sellers' Property, that the Sellers are in full compliance with the terms and conditions of any such environmental permits which may have been issued, that no investigation or action regarding hazardous substances, material or waste is pending or threatened, that Sellers know of no fact or circumstance that may give rise to any future civil, criminal or administrative proceeding relating to environmental matters, and that there are no underground storage tanks located on the Sellers' Property (or if such tanks are located thereon, that the same are in compliance with all applicable laws, regulations and ordinances and that the same have been duly and timely registered with the Alabama Department of Environmental Management and any other appropriate authority).

All of the foregoing representations and warranties shall be deemed to be true as of the date hereof and shall be true on the closing date. In the event that any of the foregoing representations or warranties should not be true during the period commencing on the date hereof and ending on the closing date, Sellers agree to perform such actions as may be necessary to cure such defects prior to the closing date.

5. Buyer's Representation and Warranty - Buyer hereby represents and warrants that it has the authority to enter into this Contract on the terms and conditions contained herein.

6. Inspection of Property -- Sellers hereby grant to Buyer and its agents, representatives or assigns a license to enter onto the Sellers' Property at all times during the term of this Agreement and to perform such examinations of the Sellers' Property and to make such appraisals, surveys, soil borings and other tests or inspections as Buyer deems necessary to determine the suitability of the Sellers' Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Sellers' Property materially or to interfere substantially with the use or occupancy by Sellers. Buyer agrees to indemnify and hold Sellers harmless against loss or damage from claims resulting from Buyer's conduct of its tests and investigations on the Sellers' Property. In the event the Buyer determines that the aforementioned examinations, inspections, investigations, surveys or tests conducted hereunder are not acceptable or that the property is not suitable for the purposes of the Buyer, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights,

duties or obligations hereunder. In that event, the Sellers shall immediately return the earnest money deposit to the Buyer.

7. Closing - The Closing of this transaction shall take place at the offices of the title insurance company at a location convenient to the parties, at a mutually agreeable time, not later than thirty (30) days following the later of the following to occur: (a) delivery to Buyer of the title insurance commitment as provided for in paragraph 3. above; or (b) approval and execution of this Contract by the Baldwin County Commission. At such Closing, Sellers shall convey Sellers' Property to Buyer by general warranty deed in the form customarily used in similar transactions in the State of Alabama and with full covenants of warranty, subject only to such exceptions or other matters deemed acceptable to Buyer, in Buyer's sole discretion. Sellers shall pay for Sellers' attorney's fees. Buyer shall pay for: (i) cost of the survey; (ii) Buyer's attorney's fees; (iii) deed preparation; (iv) the ALTA Title Insurance Commitment and Policy; and (v) costs and fees of closing agent.

8. Proration of Taxes -- Ad valorem taxes applicable to Sellers' Property shall be prorated between Buyer and Sellers as of the date of Closing. If, on such date, the rate of taxes or amount of assessment is undetermined, such taxes shall be prorated on the basis of the rate or amount applicable for the next preceding year and promptly re-prorated upon issuance of final bills therefore.

9. Agency Disclosure -- Sellers and Buyer hereby acknowledge that no real estate agents or brokers are acting on behalf of either party, and that no commissions are to be paid by either party. Each party agrees to indemnify and hold harmless the other from any claim made

by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim.

10. Assignment -- No assignment of this Contract or any right or duty accruing under this agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. Binding Effect -- This Contract shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

12. Survival -- Each and every provision of this Contract shall survive the closing and shall not be nullified or affected by the Closing.

13. Time of the Essence -- Time is of the essence as to all matters covered in this Contract.

14. Entire Agreement -- This Contract and the documents referred to in this Contract constitute the entire agreement between the parties and supersedes any prior contracts or agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

15. Rule of Construction – The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Contract, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

16. Miscellaneous - Words of any gender used in this Contract shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise.

The captions used in connection with the sections of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

17. Governing Law -- This Contract 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.

18. Counterparts – This Contract may be executed in any number of counterparts, all of which taken together shall constitute one contract, and any of the parties hereto may execute the Contract by signing any such counterpart.

19. Required Approvals – This Contract shall be conditioned upon and subject to the approval of the Baldwin County Commission.

IN WITNESS WHEREOF, Sellers and Buyer have hereunto set their hands and seals, by and through their duly authorized representatives, on the date and year set forth below.

SIGNATURE PAGES AND NOTARIES TO FOLLOW:

SELLER

Nora Lee Godwin
NORA LEE GODWIN

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that NORA LEE GODWIN 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 such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11 day of February 2019.

Tammy B. Davis
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC

TAMMY B. DAVIS
My Commission Expires
October 11, 2020

SELLER

CLAUDE JOHNSON

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that CLAUDE JOHNSON 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11 day of February 2019.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMMY B. DAVIS
My Commission Expires
October 11, 2020

SELLER

Raymond Henry Johnson

RAYMOND HENRY JOHNSON

STATE OF ~~MISSISSIPPI~~ Alabama

COUNTY OF Baldwin

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that RAYMOND HENRY JOHNSON 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11 day of February 2019.

Tammy B. Davis

Notary Public, _____ County, Mississippi

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC

TAMMY B. DAVIS
My Commission Expires
October 11, 2020

SELLER

Gloria Ann Johnson Wallace
GLORIA ANN JOHNSON WALLACE

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that GLORIA ANN JOHNSON WALLACE 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 such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11 day of February, 2019.

Tammy B. Davis
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMMY B. DAVIS
My Commission Expires
October 11, 2020

BUYER

BALDWIN COUNTY, ALABAMA

By: _____
CHARLES F. GRUBER
As Chairman of the
Baldwin County Commission

ATTEST:

_____
Ronald J. Cink, Budget Director

STATE OF ALABAMA

COUNTY OF BALDWIN

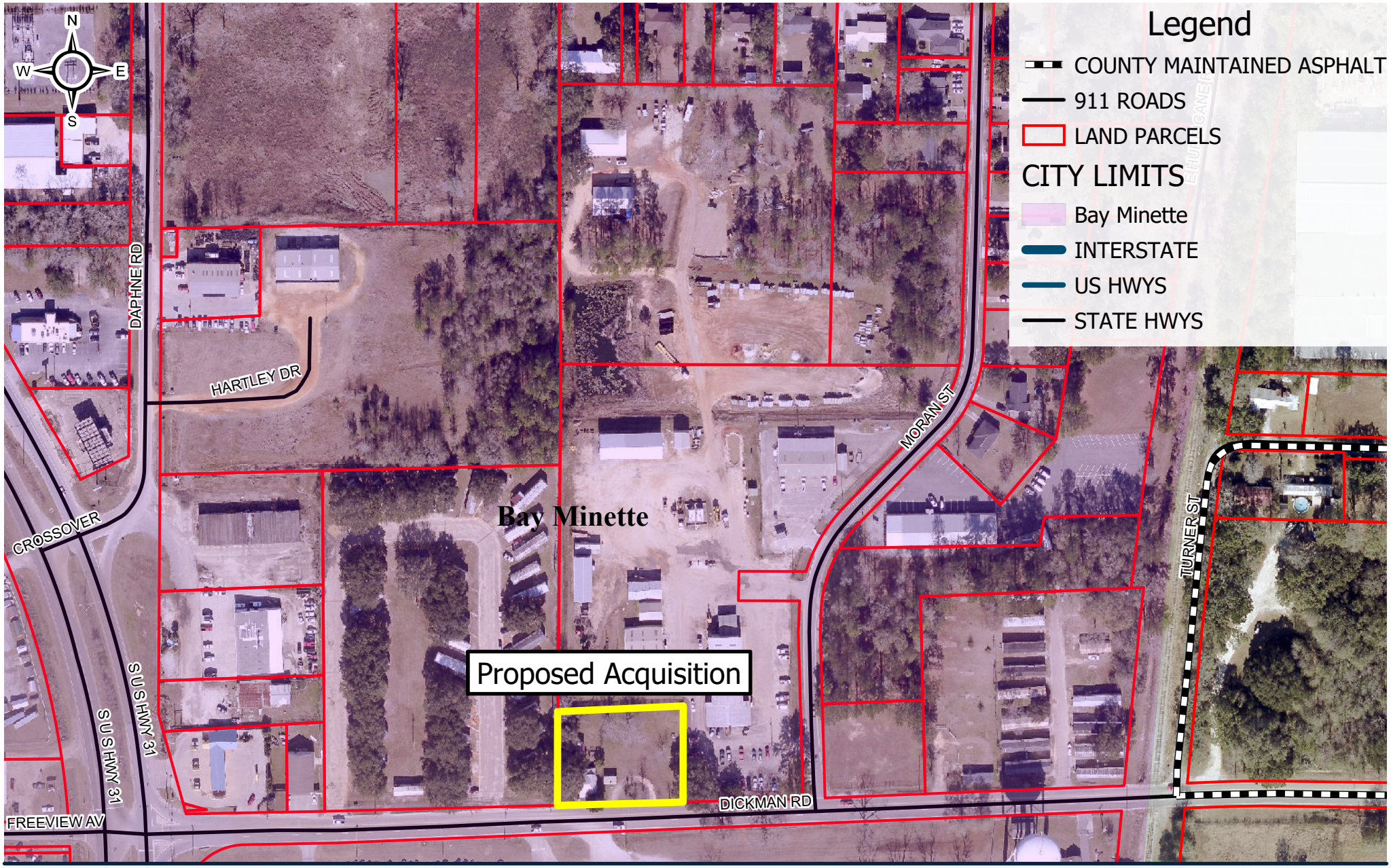
I, Monica E. Taylor, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and RONALD J. CINK, whose name as Budget Director of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the 14th day of February, 2018.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires:

MONICA E TAYLOR
My Commission Expires
October 6, 2021

This instrument prepared by:
DAVID J. CONNER of
BLACKBURN & CONNER, P.C.
Post Office Box 458
Bay Minette, Alabama 36507



Dickman Road

Property Purchase for Area 100

Baldwin County

Highway Department 2018

Path \\eocdata\public works\RIGHT-OF-WAY SECTION\Misc. Correspondence (By Road Name)\Area 100\D, E, F\Dickman Road\Property Purchase\Dickman Road Purchase.mxd

0 0.01 0.02 0.04 0.06 0.08
Miles

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STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2019-054
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 2019 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
53111.5500	Area 100 Barn - Capital	45,000	
111.35000	Highway Fund – Fund Balance		45,000

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 19th day of February 2019.

Commissioner Charles F. Gruber, Chairman

ATTEST:

Ronald J. Cink, Budget Director

Baldwin County Commission

Agenda Action Form

File #: 19-1086, **Version:** 1 **Item #:** BM8

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE
City of Daphne - Quitclaim Deed - Portions of Pollard Road and Park Drive

STAFF RECOMMENDATION
Authorize the Chairman to sign a Quitclaim Deed conveying any and all rights and title to that portion of right-of-way owned and maintained by Baldwin County on Pollard Road from County Road 64 running north approximately 9,600 feet to the south right-of-way line of Park Drive and Park Drive from Pollard Road running west approximately 7,600 feet to the east right-of-way line of U.S. Highway 98.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:
The City of Daphne received Transportation Alternative Program (TAP) grant funding from the Federal Highway Administration (FHWA) through the Alabama Department of Transportation (ALDOT) for a sidewalk on Pollard Road from County Road 64 to Park Drive and some distance along Park Drive (see attached map). The City of Daphne took over maintenance of this portion of Pollard Road and Park Drive sometime around 1988. ALDOT requires grant recipients to certify that they own the property on which a project will be built and to prove that it was acquired in accordance with applicable federal law. As part of the certification process, it was discovered that the right-of-way was never deeded to the City by Baldwin County. To rectify this situation, the City of Daphne has requested that Baldwin County execute a deed transferring the right-of-way for Pollard Road from County Road 64 to Park Drive and for Park Drive from Pollard Road to US Highway 98.

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: Quitclaim deed template used as previously approved by County Attorney.

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 have Chairman execute Quitclaim deed and send original to the City of Daphne for recording.

Contact:
City of Daphne
P.O. Box 400
Daphne, Alabama 36526

Additional instructions/notes: N/A

THIS INSTRUMENT PREPARED BY:
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

DM
0.12.

STATE OF ALABAMA)

BALDWIN COUNTY)

**POLLARD ROAD
FROM COUNTY ROAD 64
RUNNING NORTH
APPROXIMATELY
9,600 FEET TO THE SOUTH
R/W LINE OF PARK DRIVE
AND
PARK DRIVE
FROM POLLARD ROAD
RUNNING WEST
APPROXIMATELY 7,600
FEET TO THE EAST R/W LINE
OF U.S. HIGHWAY 98**

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **Baldwin County, Alabama**, by and through the Baldwin County Commission, a political subdivision of the State of Alabama, hereinafter referred to as the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration this day paid to Grantor by the **City of Daphne**, Alabama, an Alabama municipal corporation, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the Grantee, all of Grantor's right, title, interest and claim in and to the following described real property, subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Baldwin County, Alabama, to wit:

POLLARD ROAD

A part of the East Half of the East Half of Section 17, Township 5 South, Range 2 East; the East Half of the East Half of Section 8, Township 5 South, Range 2 East; the West Half of the West Half of Section 9, Township 5 South, Range 2 East and the West Half of the West Half of Section 16, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF DAPHNE
P. O. BOX 400
DAPHNE, ALABAMA 36526

It is the intent of this document to remise, release, quitclaim and convey unto the City of Daphne, Alabama, any and all right and title to that portion of Pollard Road right-of-way owned by Baldwin County, beginning at the north right-of-way line of County Road 64 running north approximately 9,600 feet to the south right-of-way line of Park Drive; said right-of-way being quitclaimed is described in Real Property Book 113 page 439; Real Property Book 112 page 1111; Real Property Book 112 page 7; Real Property Book 112 page 11; Real Property Book 112 page 8; Real Property Book 116 page 697; Real Property Book 112 page 5; Real Property Book 112 page 9; Deed Book 488 page 1867; Deed Book 488 page 1868; Real Property Book 112 page 4; Deed Book 458 page 232; Real Property Book 112 page 6; Deed Book 458 page 220; Deed Book 458 page 230; Deed Book 458 page 228; Deed Book 458 page 226; Deed Book 458 page 224; Real Property Book 113 page 49; Deed Book 458 page 222; Real Property Book 105 page 1893; Real Property Book 488 page 1852; Real Property Book 488 page 1853; Real Property Book 488 page 1861; Real Property Book 488 page 1854; Real Property Book 488 page 1855; Real Property Book 116 page 695; Real Property Book 117 page 1997; Real Property Book 117 page 631; Real Property Book 117 page 1796; Real Property Book 117 page 1797 and Real Property Book 117 page 1798.

PARK DRIVE

A part of the Northeast Quarter of Section 8, Township 5 South, Range 2 East and the South Half of Grant Section 7, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent of this document to remise, release, quitclaim and convey unto the City of Daphne, Alabama, any and all right and title to Park Drive formerly known as Yancey's Road right-of-way owned by Baldwin County, beginning at the north right-of-way line of Pollard Road, running west approximately 7,600 feet to the east right-of-way line of U.S. Highway 98; said right-of-way being quitclaimed is described in Deed Book 381 page 110; Deed Book 381 page 111; Deed Book 381 page 112; Deed Book 381 page 106; Deed Book 381 page 113; Deed Book 381 page 114; Condemnation Order rendered in Baldwin County Probate Court Case File Number 5758; Deed Book 381 page 115; Deed Book 381 page 116; Deed Book 381 page 117; Deed Book 381 page 118; Deed Book 381 page 119; Deed Book 381 page 120; Deed Book 381 page 121; Deed Book 381 page 177; Deed Book 381 page 178; Deed Book 381 page 179; Deed Book 381 page 180; Deed Book 381 page 181; Deed Book 381 page 182; Deed Book 381 page 176; Deed Book 381 page 171; Deed Book 381 page 172; Deed Book 381 page 173; Deed Book 381 page 99; Deed Book 381 page 175; Deed Book 381 page 174; Deed Book 381 page 170; Deed Book 381 page 161; Deed Book 381 page 162; Deed Book 381 page 168; Deed Book 381 page 164; Deed Book 381 page 165; Deed Book 381 page 166; Deed Book 381 page 167; Deed Book 381 page 109; Deed Book 381 page 108; Deed Book 381 page 163; Deed Book 381 page 169; Deed Book 381 page 160; Map Book 3 pages 28 and 29; Map Book 4 pages 36 and 37; and Map Book 7 page 82.

Subject to any reservations, restrictions, exceptions and encumbrances as of record. (See attached Exhibit "A")

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF DAPHNE
P. O. BOX 400
DAPHNE, ALABAMA 36526

TO HAVE AND TO HOLD unto the said Grantee, or its successors and assigns for FOREVER.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed by its duly authorized representative on this the _____ day of _____, 2019.

GRANTOR

BALDWIN COUNTY, ALABAMA,
by and through the Baldwin County Commission,
a political subdivision of the State of Alabama

By:_____
Charles F. Gruber
Chairman of Baldwin County Commission

Attest

By:_____
Wayne Dyess
County Administrator of Baldwin County Commission

STATE OF ALABAMA

COUNTY OF BALDWIN

I,_____, a Notary Public, in and for said County in said State, hereby certify that Charles F. Gruber, whose name as Chairman of the County Commission of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and Wayne Dyess, whose name as County Administrator, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision .

Given under my hand and seal this ____day of_____, 2019.

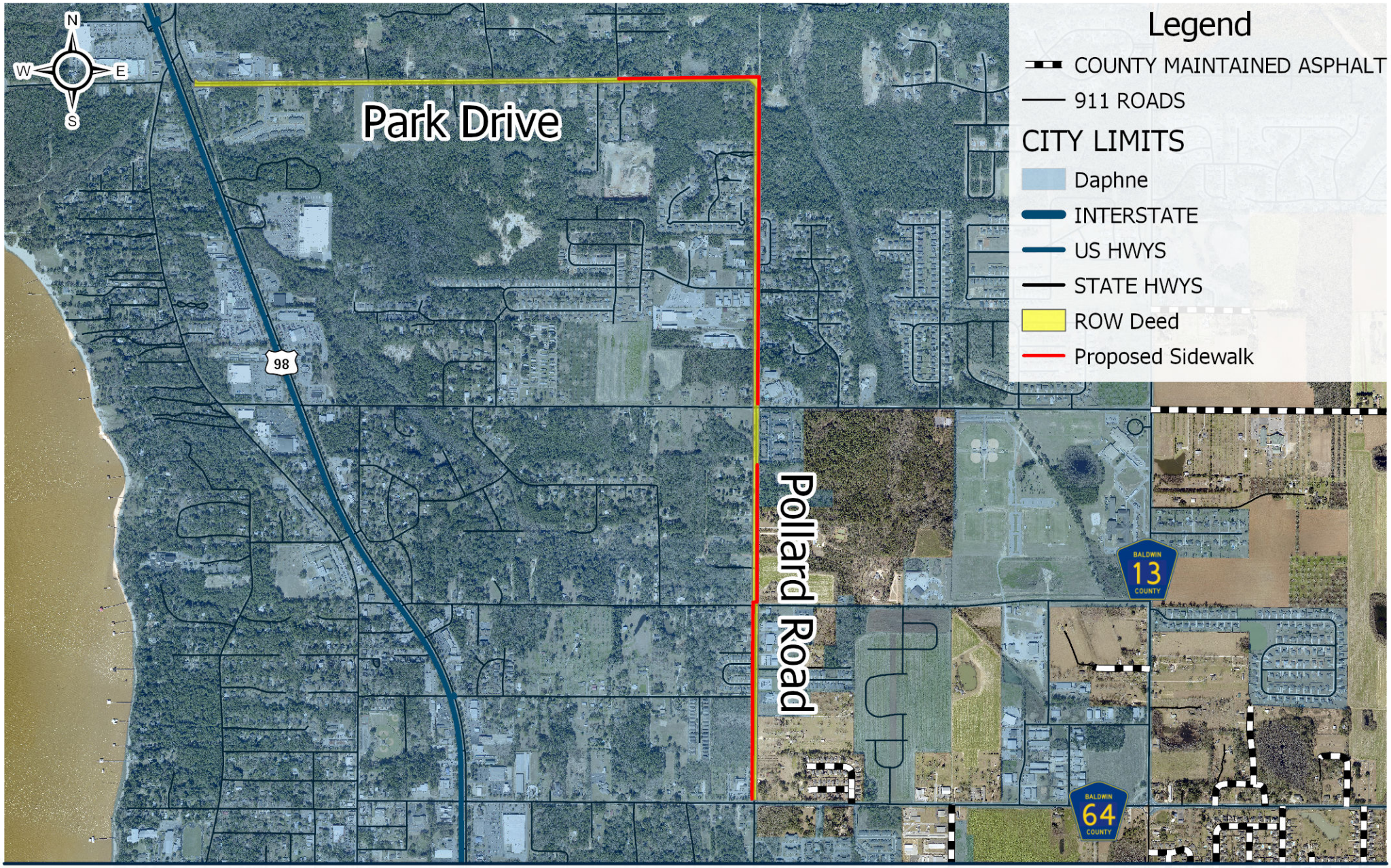
_____
Notary Public, Baldwin County, Alabama
My Commission Expires:_____

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF DAPHNE
P. O. BOX 400
DAPHNE, ALABAMA 36526



Pollard Road / Park Drive

ROW Deed for Daphne Sidewalk Project

Baldwin County

Highway Department 2019

Path Z:\RIGHT-OF-WAY SECTION\Misc. Correspondence (By Road Name)\Area 200\P, Q, R\Pollard Road\Sidewalk\ROW Deed Map.aprx

0 0.07 0.15 0.3 0.45 0.6 Miles

Baldwin County Commission

Agenda Action Form

File #: 19-1077, **Version:** 1 **Item #:** BM9

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Seth Peterson, PE, Construction Development Manager
Submitted by: Laurie Rumbaugh, Office Administrator

ITEM TITLE
S-15018 - Lakeland, Phase 3, Unit 2 - Release Maintenance Bond

STAFF RECOMMENDATION
Authorize Staff to release the Surety (Maintenance Bond) from Old Republic Company on behalf of WCMC Lakeland, LLC in the amount of $108,000.00 to guarantee the workmanship and materials of the roadways and drainage improvements with the public rights-of-way as shown on the approved Final Plat and “As-Built” construction plans.

BACKGROUND INFORMATION

Previous Commission action/date: Yes

Background: On April 4, 2017, the Baldwin County Commission took the following action:

Accepted the following subdivision roads for maintenance and authorized said roads to be added to the County Maintenance Road List:

Lakeway Drive - 748 ft length - Maintenance Area 200 - Asphalt. Width 27 ft - Gutter
Lakeland Drive - 1,221ft length - Maintenance Area 200 - Asphalt Width 27 ft - Gutter

and approved the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accepted the Surety Document from Old Republic Company on behalf of WCMC Lakeland, LLC in the amount of $108,000.00 to guarantee the workmanship and materials of the roadways and drainage improvements with the public rights-of-way as shown on the approved Final and “As-Built” construction plans.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Highway Department-Permit Division to release and return Bond.

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

Additional instructions/notes: N/A

MAINTENANCE BOND

BOND NUMBER - [ ]

KNOWN ALL MEN BY THESE PRESENTS, That we: WCMC Lakeland, LLC, (Contractor or Owner) as Principal, and Old Republic Surety Company, (Surety) a corporate of the State of Wisconsin, as surety, are held and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** in the sum of $108,000.00 One Hundred Eight Thousand Dollars, lawful money of the United States of America, to be paid to the said: **BALDWIN COUNTY COMMISSION, BALDWIN County, Alabama** its certain attorney or assigns, to which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators, successors and assigns, and everyone of them, jointly and severally, firmly be these presents.

IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said Surety has caused its corporate seal to be hereunto affixed, duly attested by its Attorney-in-Fact this 4 th day of April, 2017.

WHEREAS, The said Principal did enter into a contract with the said **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** for Lakeland Phase3 Unit 2 (Name of Development) and in said contract is required to maintain the said work in good condition for a period of two years from the date of substantial completion of said work, with a date of substantial completion being first to occur; final completion or beneficial use/occupancy.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and truly, at the request of the said Obligee, or its proper representative or representatives, maintain the said work in good condition. The term of the bond extends 24 months beyond the full execution of the Agreement including any necessary extensions during repair periods.

Attest:

Contractor or Owner: WCMC Lakeland, LLC

By:

Title:

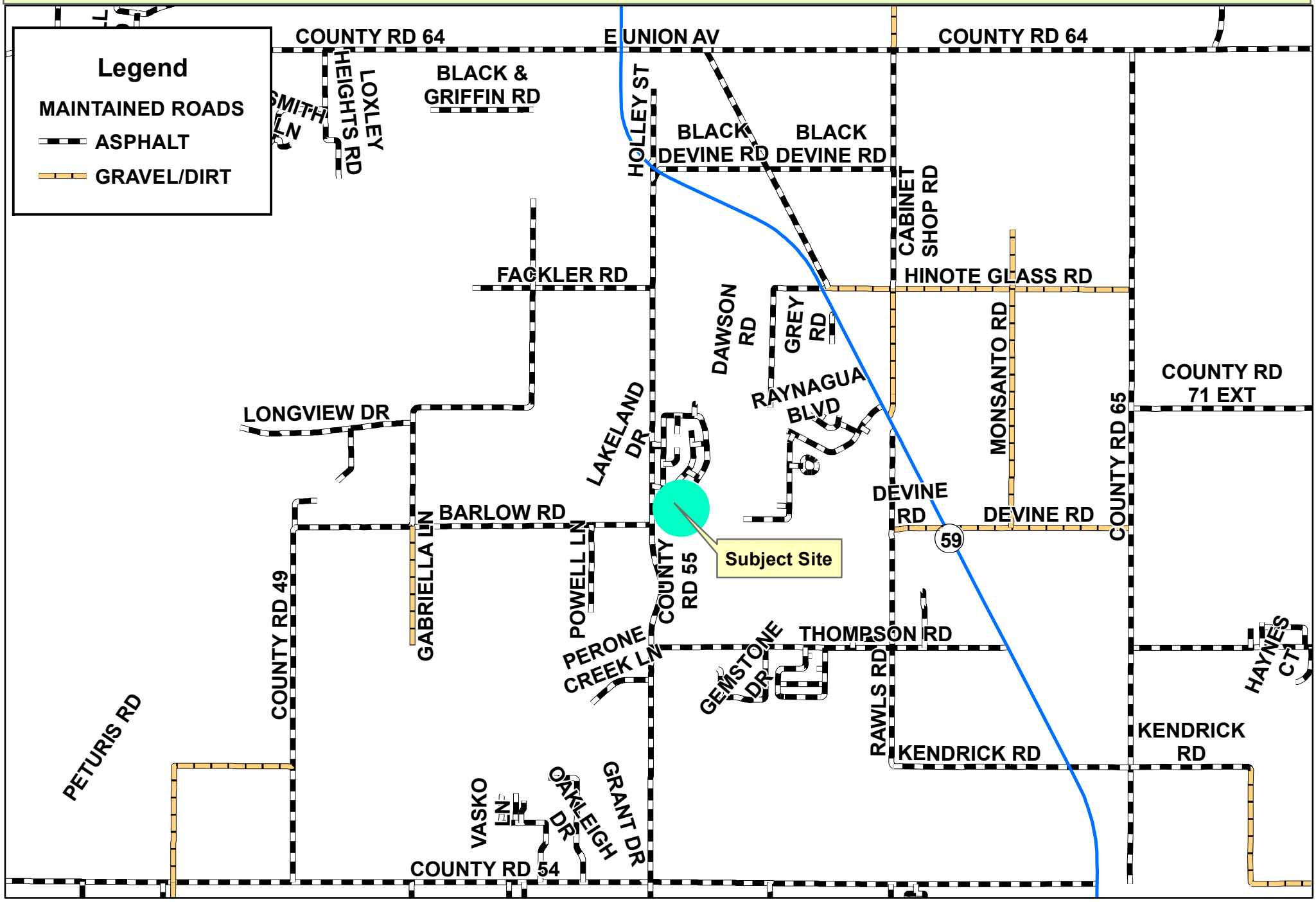
Surety: Old Republic Surety Company

By:

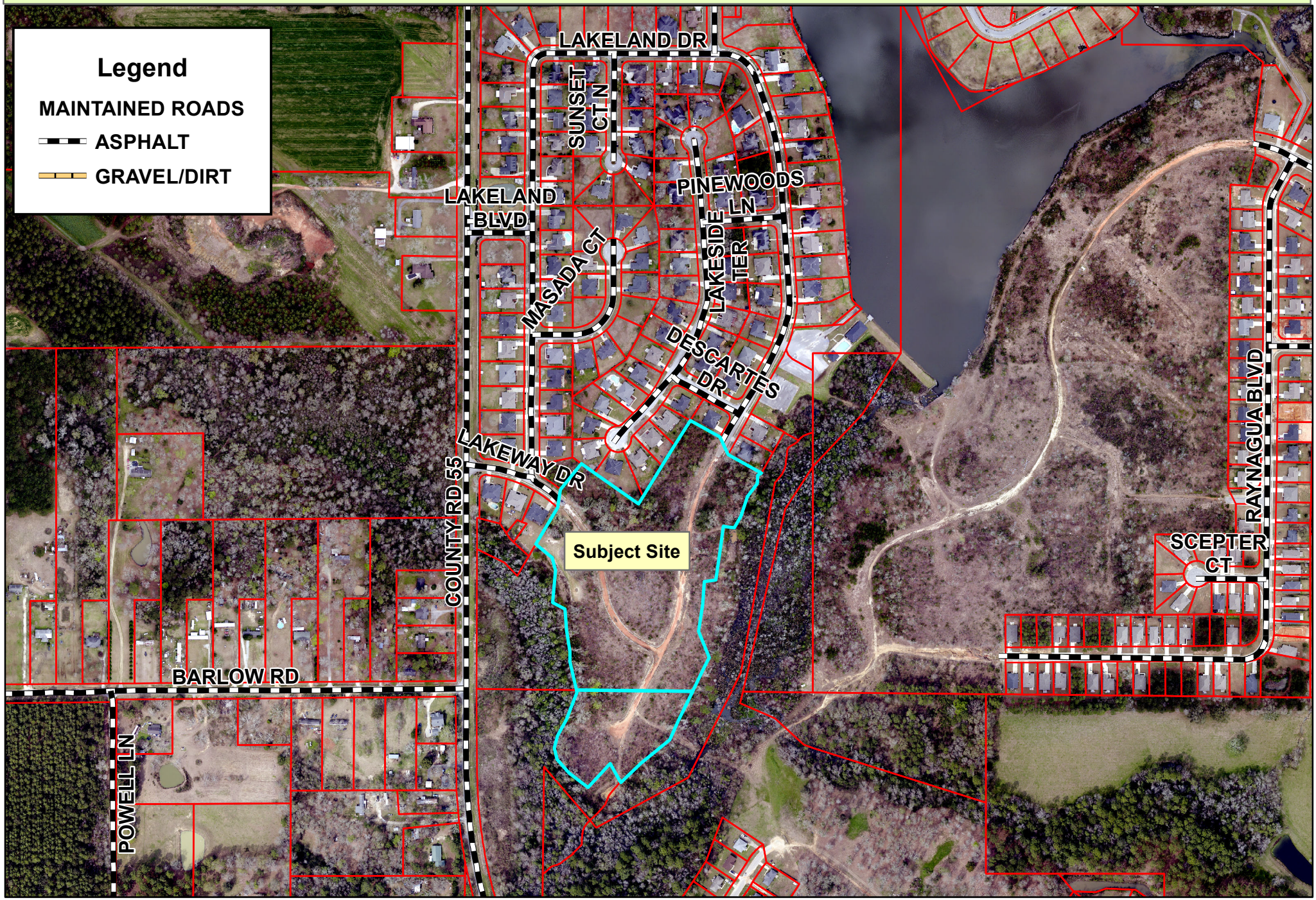
Joyce Lee
Power of Attorney

COUNTERSIGNED:

S-15018 Lakeland Ph 3 Unit 2
Vicinity Map



S-15018 Lakeland Ph 3 Unit 2
Site Map



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

March 28, 2019

WCMC Lakeland, LLC
2112 Bienville Boulevard, Suite A
Ocean Springs, Mississippi 39564

S-15018 – Lakeland Subdivision Ph 3 Unit 2 – Bond Release

To Whom It May Concern:

The above referenced subdivision was inspected on March 28, 2019 for compliance with the submitted construction plans. There were no noted deficiencies at this time.

If you have any questions or concerns, do not hesitate to contact me at (251) 978-9498 or at vramer@co.baldwin.al.us

Sincerely,

Vince Ramer

Vince Ramer
Permit Inspector

Cc: Seth Peterson, Construction Development Manager
Mary Booth, Permit/Subdivision Coordinator
Michael Thomas, P.E., Bluewater Design LLC
File

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

April 1, 2019

To: Joey Nunnally, PE
County Engineer

From: Seth L. Peterson, PE

RE: S-15018 Lakeland Subdivision, PH 3, Unit 2 - Approval of Infrastructure

Please allow this letter to serve as notification that the workmanship and materials for the roadways and drainage improvements on the above referenced subdivision have been inspected and approved in accordance with the *Baldwin County Subdivision Regulations.*

Release of surety is hereby authorized.

Please contact me if any further information is required.

Thank you,

Seth Peterson, PE
Construction Development Manager

Cc: file

Baldwin County Commission

Agenda Action Form

File #: 19-1076, **Version:** 1 **Item #:** BM10

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Eric Scott, Equipment Manager
Audra Mize, Operations Support Specialist II

ITEM TITLE
Transfer of Vehicle from the Parks Department to the Highway Department

STAFF RECOMMENDATION
Take the following actions:

1. Approve the transfer at no cost of one (1) 2008 Ford F-450 w/ Dumpbody (VIN 1FDXW46Y38ED17071 - Asset Number 0007903) from Parks Department (57200P) to the Highway Department - Area 300 Maintenance Facility (53113); and

2. Authorize the Chairman to execute the Fixed Asset Change Form.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Highway Department is requesting approval of the transfer of a vehicle from Parks to Area 300 Maintenance.

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 have Chairman execute Fixed Asset Change Forms and return to Highway Department (Eric Scott).

Additional instructions/notes: N/A

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 3/27/2019

Fixed Asset: 0007903 Year: 2008

Model: Ford F-450 w/ Dumpbody

TRANSFER FROM FUND 144 TO FUND 111 WILL BE DONE AT NO COST AS IT IS FULLY DEPRECIATED

S/N: 1FDXW46Y38ED17071

Tag #: 24453CO

Mileage: 130,000

Value: N/A

Subject to Commission approval, the fixed asset above of the

PARKS - 57200P Department will be:

Transferred to: HIGHWAY DEPARTMENT - COST CENTER 53113

Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: _____

_____ _____

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

_____ _____

APPROVED, Baldwin County Commission

Date Approved

Baldwin County Commission

Agenda Action Form

File #: 19-1013, **Version:** 1 **Item #:** BO1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wayne Dyess, County Administrator
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Animal Shelter/Control - Employment of One (1) Office Manager Position

STAFF RECOMMENDATION
Approve the employment of Abby Moorer to fill the open Office Manager position (PID #5352) at a grade G-EL ($12.967 per hour / $26,971.36 annually) to be effective no sooner than April 22, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Office Manager position was vacated in February 2019, due to the resignation of the previous employee. The Budget Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 55410.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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 #: 19-1069, **Version:** 1 **Item #:** BO2

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Michael Howell, Building Official
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Building Inspection Department - Creation of One (1) Office Assistant III Position

STAFF RECOMMENDATION
Take the following actions:

1) Approve the creation of one (1) Office Assistant III position (PID #TBD) at a grade E (grade E range: $22,424.48 - $36,734.88 annually); and

2) Approve the updated organizational chart for the Building Inspection Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Due to an additional office opening in the Bay Minette area, the Building Official respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 52710.5113

If this is not a budgeted expenditure, does the recommendation create a need for funding?
Yes - will be funded via mid-year budget adjustment resolution

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

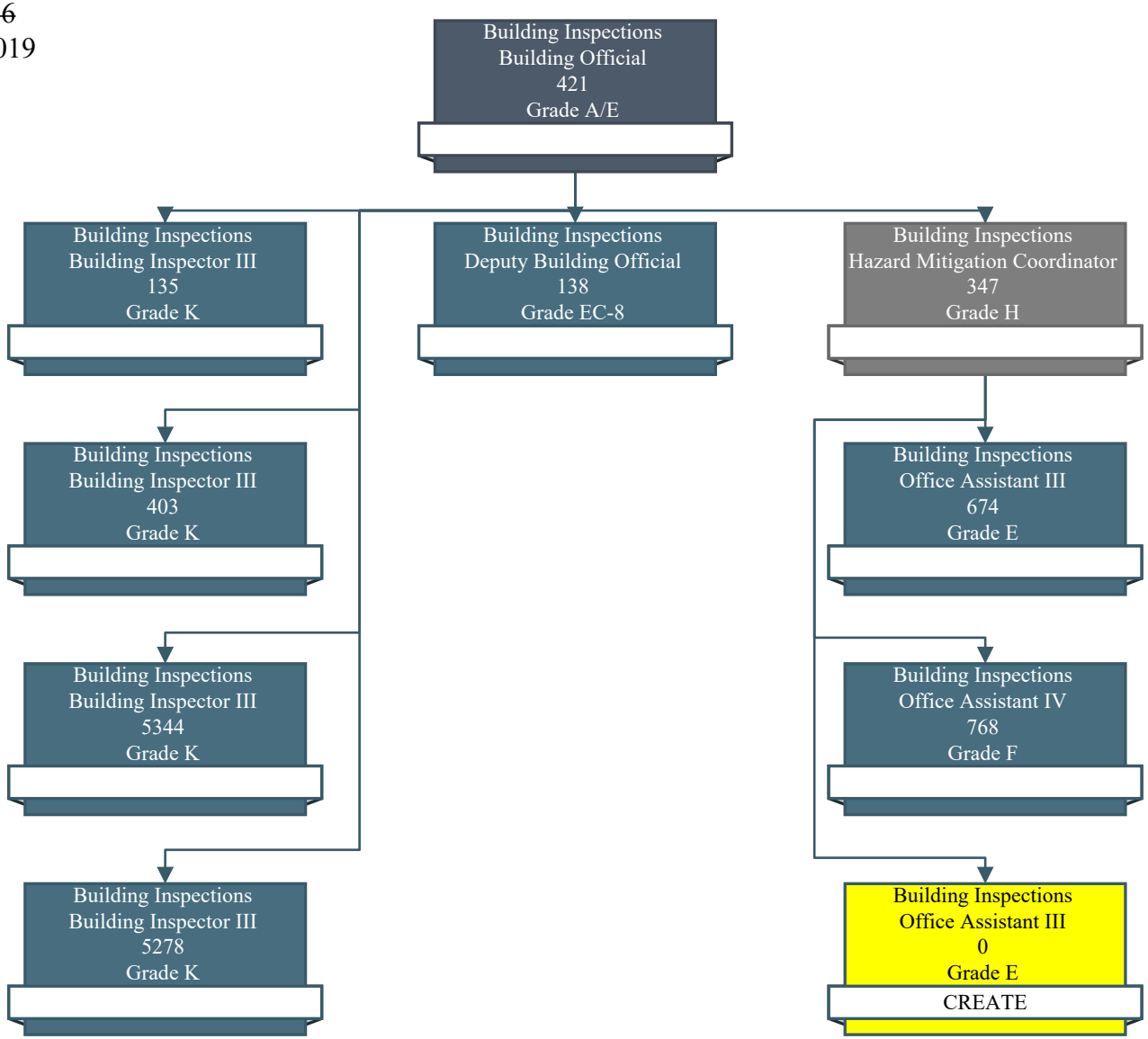
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A

~~Approved 11/01/2016~~
For Approval 04/16/2019



Baldwin County Commission

Agenda Action Form

File #: 19-1045, **Version:** 1 **Item #:** BO3

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Highway Department (Administration) - Promotion of Employee into Operations Support Specialist II Position

STAFF RECOMMENDATION
Approve the promotion of Marinda Turner from the Office Manager position (PID #5012) grade G-03 ($13.962 per hour / $29,040.96 annually) in the Highway Construction Department (53120) to fill the open Operations Support Specialist II position (PID #3045) at a grade H-02 ($14.967 per hour / $31,131.36 annually) in the Highway Administration Department (53100) to be effective no sooner than April 29, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Operations Support Specialist II position was vacated in March 2019 due to the resignation of the previous employee. The County Engineer respectfully requests the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 53100.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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 #: 19-1011, **Version:** 1 **Item #:** BO4

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Ron Ballard, JDC Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Juvenile Detention Center - Employment of One (1) Part-time Detention Technician Position

STAFF RECOMMENDATION
Approve the employment of Billy Lemmons to fill the open part-time Detention Technician position (PID #PT40) at a grade G-EL ($12.967 per hour) to be effective no sooner than April 22, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Detention Technician position was vacated in March 2019, due to the resignation of the previous employee. The JDC Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 52610.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Agenda Action Form

File #: 19-1073, **Version:** 1 **Item #:** BO5

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Terri Graham, Development and Environmental Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Solid Waste Department (Collections) - Employment of One (1) Solid Waste Driver I Position

STAFF RECOMMENDATION
Approve the employment of Andrew Beauchamp to fill the Solid Waste Driver I position (PID #5133) at a grade H-EL ($14.246 per hour / $29,631.68 annually) to be effective no sooner than April 22, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Solid Waste Driver I position was vacated in March 2019, due to the resignation of the previous employee. The Development and Environmental Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 54800.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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 #: 19-1066, **Version:** 1 **Item #:** BO6

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Approval of a Corrected Nationwide Retirement Solutions Contract Amendment

STAFF RECOMMENDATION
Take the following actions:

1) Approve an amendment to the Nationwide Retirement Solutions Contractual Agreement and authorize the Chairman to execute Amendment concerning the group flexible purchase payment deferred fixed annuity; and

2) Authorize the Chairman execute any other related documents as necessary.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: During the December 18, 2018, Regular Meeting, the Commission approved a contractual amendment to the Nationwide Retirement Solutions Contractual Agreement concerning the Group Flexible Purchase Payment Deferred Fixed Annuity Contract. Due to an incorrect Fixed Account Amendment, Nationwide Retirement Solutions requested a signed copy of the corrected amendment. The corrected amendment gives Nationwide the authority to implement the rate adjustment per our election.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 19-1067, **Version:** 1 **Item #:** BO7

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Resolution for Retirement Systems of Alabama Sick Leave Roll-over

STAFF RECOMMENDATION
Approve Resolution #2019-069, electing the Baldwin County Commission to come under Section 36-26-36.1 Code of Alabama 1975, to allow certain members of the Employees' Retirement System to elect, at the time of their retirement, to convert unused sick leave to retirement credit.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: During the March 26, 2019, Work Session, the Commission discussed approving the above resolution to allow certain members of the Employees' Retirement System to elect, at the time of their retirement, to convert unused sick leave to retirement credit. All proposed changes were sent to all Appointed Department Heads and appropriate elected officials for review.

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?
County Attorney, David Conner

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION # 2019-069
OF THE
BALDWIN COUNTY COMMISSION

ELECTING THE BALDWIN COUNTY COMMISSION TO COME UNDER THE PROVISIONS OF §36-26-36.1, CODE OF ALABAMA 1975, AUTHORIZING CONVERSION OF UNUSED SICK LEAVE TO RETIREMENT SERVICE CREDIT.

WHEREAS, Section 36-26-36.1, Code of Alabama 1975, allows certain members of the Employees' Retirement System to elect, at the time of their retirement, to convert unused sick leave to retirement credit, with the employing agency having the option to elect to come under the provisions of the statute; and

WHEREAS, Section 36-26-36.1, Code of Alabama 1975;

- Applies only to employees who, after converting unused sick leave days to service credit, meet the minimum qualifications for service retirement. The minimum qualifications for service retirement are age 60 with at least 10 years of creditable service or 25 years of creditable service, regardless of age.
- A member retiring on a disability may convert unused sick leave to retirement credit only if he/she meets the minimum qualifications for service retirement after converting unused sick leave days to service credit.
- Members who are entitled to payment at retirement for accrued unused sick leave may elect to receive retirement credit in lieu of payment for the sick leave. Members who are entitled to no payment at retirement for accrued unused sick leave may receive retirement credit for the sick leave.
- Conversion of unused sick leave may not be used for deferred retirement.
- The maximum number of days that may be converted is the maximum number of days of sick leave that may be accrued by employees of the agency; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the Baldwin County Commission elects to come under the provisions of §36-26-36.1, Code of Alabama 1975, authorizing conversion of unused sick leave to retirement service credit.

BE IT FURTHER RESOLVED that by electing to come under the provisions of §36-26-36.1, the Baldwin County Commission agrees to assume the cost of benefits provided by said Act with regards to its employees who are members of the Employees' Retirement System of Alabama.

BE IT FURTHER RESOLVED that the provisions of §36-26-36.1 shall become effective the first of the month after the date of adoption of this Resolution #2019-069.

DONE, at the County Seat, in Bay Minette, Alabama, and under the Seal of Baldwin County, Alabama, as affixed on this the 16th day of April, 2019.

_____
Commissioner Charles F. Gruber, Chairman

ATTEST:

_____
Wayne A. Dyess, County Administrator

I, Charles F. Gruber, Chairman of the Baldwin County Commission, hereby certify that the foregoing is a true and correct copy of the Resolution #2019-069 adopted by the Baldwin County Commission, on April 16, 2019.

_____
Commissioner Charles F. Gruber, Chairman
Baldwin County Commission

Baldwin County Commission

Agenda Action Form

File #: 19-1068, **Version:** 1 **Item #:** BO8

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Employee Handbook Retirement Changes

STAFF RECOMMENDATION
As authorized pursuant to Section 45-2-120, et.seq., Code of Alabama 1975, and without limitation, and related to the Baldwin County Commission Employee Handbook, approve revisions, effective May 1, 2019, to the policy V.Q. Benefits Due at Retirement, as set forth in the Employee Handbook as expressly amended by these provisions. All other terms, provisions and policies contained in the Employee Handbook shall remain in full force and effect. In the event of a conflict between the amended provisions and the remaining provisions contained in the Employee Handbook, the amended provisions shall govern, and the contrary or conflicting provision in the Employee handbook shall be deemed repealed.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Employee Handbook was adopted on April 2, 2013, and amended on August 15, 2017. Personnel recommends updating the V.Q. Benefits Due at Retirement policy to include the Retirement Systems of Alabama sick leave rollover into service credit provisions.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney, David Conner

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A

V. Employee Benefits

A. Benefits Eligibility

Full-time employees are eligible for benefits. These benefits include: medical coverage, dental coverage, vision coverage, life insurance, long-term disability, retirement and flexible benefit options. Part-time employees are eligible for retirement benefits only.

It is the employee's responsibility to list only dependents that are eligible for coverage as defined by the plan rules. If a covered dependent becomes either eligible or ineligible based on the plan rules, it is the employee's responsibility to notify Personnel immediately. Employees must notify Personnel of any changes in status within thirty (30) days of the status change. This includes: dependent status change, address changes, divorce, marriage, birth, adoption, reduction in work hours or any other change that could affect benefit plan eligibility.

To add or delete dependents from your insurance, you must notify Personnel within 30 days of the qualifying event.

B. Benefits Effective and Termination Dates

Baldwin County personnel staff will determine the effective date of coverage, in accordance with plan documents. Typically, it is the first day of the calendar month following thirty (30) days of continuous employment. For example, if an employee was hired on January 18, coverage would go into effect March 1. This means deductions would start the first pay period in February.

Benefits will end the last day of the month in which an employee actively works. If an employee receives a paycheck within the month of termination, he or she will be refunded all premiums deducted that pay period.

C. Medical Coverage

Employees must enroll for coverage within thirty (30) days of employment or an eligible qualifying event. Complete benefit packets are provided at new hire orientation. Additional packets may be obtained by contacting the Personnel Department at (251) 937-0337.

Baldwin County offers medical insurance coverage to all full time employees. The plan is priced for both individual and family. Although the County pays a significant portion of employee's insurance premiums, employees are responsible for the employee portion. Information about the current medical plan and premiums is available in the Personnel Department.

D. Dental and Vision Coverage

Employees must sign up for coverage within thirty (30) days of employment or at the time of an eligible qualifying event. A summary of benefits is available by contacting Baldwin County Personnel Department.

Dental and Vision coverage is only available to full-time employees. Dental and Vision premiums are the responsibility of the full-time employee. Baldwin County does not contribute to the cost of dental or vision.

E. Notice for Individuals Declining Health Coverage

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires group health plans and issuers to advise an employee and employee's dependents of enrollment rights when declining health coverage.

If an employee is declining enrollment for health plan benefits for himself or herself, dependents or both because of other health insurance coverage, the employee may, in the future, be able to enroll in this plan, provided that he or she requests enrollment is within thirty (30) days after the other coverage ends.

In addition, if an employee has a new dependent as a result of marriage, birth, adoption or placement for adoption, he or she may be able to enroll himself or herself, dependents or both, provided that he or she request enrollment within thirty (30) days after the marriage, birth, adoption or placement for adoption.

F. Identification Cards

If an employee enrolls in medical, dental benefits, identification cards will be mailed to his or her home address.

G. Annual Enrollment/Transfer Period

Health plans, benefit designs, eligibility rules and premiums are subject to change each plan year based on the previous year's claims experience. Announcements concerning changes for the upcoming plan year are made during annual enrollment period each fall. Employees are required to review notices, home mailings and department memos for information about the benefits for the upcoming year.

The Personnel Department conducts the Annual Health and Benefits Fair to accommodate those needing assistance and information regarding benefit changes. Typically, the enrollment/change

period is from October 15 until November 15. It is the employee's responsibility to stay informed of benefit changes.

You are required to review your notices, home mailings and department memos for information about benefits for the upcoming year. Failure to do so may result in no coverage for the new year.

H. Benefit Premiums/Payroll Deductions

Employees are responsible to review his or her paycheck to ensure the appropriate benefit deductions have been taken. Deductions from the employee's paycheck will begin the first pay period of the month prior to the coverage start date. Medical, dental and vision deductions will be taken out of twenty-four (24) pay periods per year. There will be two (2) pay periods each year in which no insurance deductions will be taken.

You are responsible to review your paycheck to ensure the appropriate benefit deductions have been taken.

If an employee misses a paycheck due to work absence or unpaid time, then the missed deductions will be taken out of the next paycheck immediately upon return or employee may pay personnel the amount due each pay period.

Contact Personnel to discuss payment of deductions prior to going out on leave.

I. Consolidated Omnibus Budget Reconciliation Act (COBRA)

If an employee loses coverage due to a termination of employment, a reduction in work hours or other qualifying event, the employee and employee's covered dependents may be eligible to continue coverage through COBRA.

For a full explanation of COBRA terms and eligibility, contact Personnel or refer to the "General COBRA Notice" received at time of enrollment.

Employees may remain on County benefits until all FMLA, sick, and annual leave have been exhausted.

J. Flexible Spending Accounts

Flexible spending accounts allow a full-time employee's medical out-of-pocket expenses and dependent care expenses to be paid with "before tax" dollars. Baldwin County offers a benefit option that utilizes a debit-type card to access the employee's plan dollars.

If a full-time employee elects this benefit, he or she chooses a dollar level based on the individual or family needs. A portion of the amount is deducted out of twenty-four (24) pay periods per year. There are minimum and maximum deduction limits in this benefit.

Employees do not have to be enrolled in Baldwin County's medical plan in order to participate in a flexible spending account.

Full-time employees may enroll during the annual enrollment period. Re-enrollment is required each year to continue participation.

K. Change in Status

Employees are required to report, in writing, personal changes and/or changes in work status to the Personnel Department within thirty (30) days of any status change. This includes:

- Dependent status change;
- Address changes;
- Divorce;
- Marriage;
- Birth/adoption;
- Reduction in work hours; or
- Any other change that could affect benefit plan eligibility.

You must report personal changes and/ or changes in work status to Personnel within 30 days of the change. Documentation may be required to make benefit changes.

L. Supplemental Benefits

Baldwin County offers supplemental voluntary benefits from providers such as:

- AFLAC
- Liberty National
- United Way
- Nationwide Retirement Solutions
- RSA-1
- Other voluntary products

These additional benefit options can be administered through payroll deduction. Supplemental benefits are subject to change without notice. For more information, contact the Personnel Department at (251) 937-0337.

M. Life Insurance

Baldwin County provides Life Insurance for all full-time employees. Employees may purchase a supplemental policy in $10,000 increments up to $250,000 and have the premium deducted from his or her paycheck. Policies may have reduced benefits depending on the employee's and/or covered family member's age. The plan document is available in the Personnel Department.

N. Disability Insurance

Baldwin County provides Long Term Disability Insurance for all full-time employees. Full-time employees may purchase Short Term Disability Insurance and have the premium deducted from his or her paycheck. The plan document is available in the Personnel Department.

O. Retirement Investments

Retirement participation is mandatory with the Retirement Systems of Alabama. If an employee averages at least twenty (20) hours per week, he or she will automatically be enrolled in the retirement plan.

Employees who were hired before January 1, 2013, are required to contribute 7.5% on a pre-tax basis from each paycheck. Any employee hired on or after January 1, 2013, will be required to contribute 6% on a pre-tax basis from each paycheck. (This contribution is matched by the County.)

Employees are vested in the Retirement Systems of Alabama after ten (10) years of service. Employees who were hired before January 1, 2013, are eligible to retire with twenty-five (25) years of service or ten (10) years of service and age sixty (60). Any employee hired on or after January 1, 2013, will be eligible to retire at age sixty-two (62) with at least ten (10) years of service.

P. Conditions for Retirement

Whenever an employee meets the conditions for retirement set forth in the Retirement Systems of Alabama Regulations, he or she may elect to receive all benefits earned under the Alabama Retirement Plan.

The Notice of Retirement may be forwarded to the Personnel Director no more than three (3) months or no later than thirty (30) days prior to the last scheduled day of work.

Due to the complexity of each individual retirement account, the employee should contact the Personnel Department with any questions or write to:

Retirement Systems Building
135 South Union Street
Montgomery, AL 36130-4101
1-877-517-0020

Q. Benefits Due at Retirement

Unpaid Sick Leave -- A full-time employee hired into the Retirement Systems of Alabama before January 1, 2013 (Tier 1), and retiring pursuant to the requirements of the Retirement Systems of Alabama with twenty-five (25) years of service or at least age 60, with at least fifteen (15) years of said service with the Baldwin County Commission, ~~shall~~ may be paid one-half of his or her accumulated sick leave not to exceed three hundred sixty (360) hours or elect to roll over unused sick leave hours into service credit.

A full-time employee hired into the Retirement Systems of Alabama after January 1, 2013 (Tier 2), and retiring pursuant to the requirements of the Retirement Systems of Alabama with at least fifteen (15) years of said service with Baldwin County, shall be paid one-half of his or her accumulated sick leave not to exceed three hundred sixty (360) hours. Tier 2 employees are not eligible to rollover unused sick leave hours into service credit.

Effective May 1, 2019, in lieu of unpaid sick leave payout, a Tier 1 employee retiring pursuant to the requirements of the Retirement Systems of Alabama may elect to roll over unused sick leave hours into service credit.

The following conditions apply for this option:

- Applies only to employees who, after converting unused sick leave hours to service credit, meet the minimum qualifications for service retirement. The minimum qualifications for service retirement are age 60 with at least 10 years of creditable service or 25 years of creditable service, regardless of age.

- An employee retiring on disability may convert unused sick leave to retirement credit only if he or she meets the minimum qualifications for service retirement after converting unused sick leave days to service credit.

- Conversion of unused sick leave may not be used for deferred retirement.

- There is no maximum number of accrued sick leave days.

The following chart will be used by the Retirement System to convert sick leave to retirement service credit. Please note that the chart lists accrued sick leave days through 370, but there is no maximum limit on sick leave accrual.

Accrued Sick Leave Days		Service Credits (Months)
0-10	0-80 hours	0
11-30	88-240 hours	1
31-50	248-400 hours	2
51-70	408-560 hours	3
71-90	568-720 hours	4
91-110	728-880 hours	5
111-130	888-1040 hours	6
131-150	1048-1200 hours	7
151-170	1208-1360 hours	8
171-190	1368-1520 hours	9
191-210	1528-1680 hours	10
211-230	1688-1840 hours	11
231-250	1848-2000 hours	12
251-270	2008-2160 hours	13
271-290	2168-2320 hours	14
291-310	2328-2480 hours	15
311-330	2488-2640 hours	16
331-350	2648-2800 hours	17
351-370	2808-2960 hours	18

Retiree Health Insurance Coverage – A retiring employee hired before January 1, 2013, currently enrolled in County sponsored health insurance is eligible to continue single health coverage at a cost of one hundred dollars ($100) per month. The retiree must meet the following requirements: (1) Retiring with twenty-five (25) years of service in the Retirement Systems of Alabama; (2) fifteen (15) years of said service must be with the Baldwin County Commission and; (3) has not met the age requirement to be eligible for Medicare. The County will contribute the remaining portion of the cost of single health coverage.

The County will pay 100% of single health coverage for a retiring, full-time employee hired before January 1, 2013, currently enrolled in County sponsored health insurance. The retiree must meet the following requirements: (1) Retiring with thirty (30) years of service in the Retirement Systems of Alabama; (2) fifteen (15) years of said service must be with the Baldwin County Commission; and (3) has not met the age requirement to be eligible for Medicare.

Full-time employees hired after January 1, 2013, currently enrolled in County sponsored health insurance are eligible to continue single health coverage at rate of 50% of the total cost of single coverage. The retiree must meet the following requirements: (1) become eligible to retire under the Retirement Systems of Alabama; (2) fifteen (15) years of said service must be with the Baldwin County Commission; and (3) has not met the age requirement to be eligible for Medicare. The County will contribute the remaining portion of the cost of single health coverage.

If the employee has family coverage at the time of retirement, that employee may elect at that time to keep this coverage until the age requirement to be eligible for Medicare has been met and must pay 100% of the cost of such premiums. The employee may also elect single coverage at this time. When the employee reaches the age requirement to be eligible for Medicare, all insurance coverage will cease, any dependents covered will become eligible for COBRA.

During open enrollment, each year, retirees will also be eligible to transfer coverage if offered through the County. Should the County's health insurance premium increase, so shall the portion paid by the retiree with the increased amount to be determined by the Commission.

Any employee who retires from Baldwin County is required to make a decision, on his or her last day of employment, to either retain the County's medical coverage or reject it.

R. Retirement Disability

Employees, who participate in the Retirement Systems of Alabama and have completed ten (10) years of service and become disabled as defined by the plan, may be eligible to receive a disability benefit subject to all applicable requirements.

S. Longevity

Longevity pay is a benefit that recognizes a full-time employee's years of continuous service. Full-time employees who have completed five (5) years or more of continuous service will be eligible for longevity pay.

To determine whether an employee is eligible for longevity pay, the Personnel Department will determine as of October 1, of each year whether an employee has completed five (5) or more years of continuous service with Baldwin County. Longevity will be based on a fiscal year running October 1st through September 30th.

The employee must be on the payroll on September 30th of each eligible year to qualify for the previous year. No partial years will be paid.

Employees that sever employment and then return to work may not use retroactive time to qualify. Time must be continuous service.

Pay will be as follows:

5 to 9 years	$ 500
10 to 14 years	$ 1,000
15 years and over	$ 1,500

The check will be issued from regular payroll and federal income tax, state income tax and social security contributions will be deducted at the customary withholding rate for an employee.

Baldwin County Commission

Agenda Action Form

File #: 19-0923, **Version:** 1 **Item #:** CA1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Kelly Childress, Coordinator, Council on Aging
Submitted by: Beverly Johnson, Administrative Assistant, Council on Aging

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ITEM TITLE
Proclamation - Older Americans Month - May 2019

STAFF RECOMMENDATION
Adopt a Proclamation which proclaims May 2019, as “Older Americans Month” and sets aside May 9, 2019, as “Older Americans Day” in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: “Older Americans Month” is celebrated in May throughout the nation to acknowledge the accomplishments and contributions of Older Americans.

The Baldwin County Council on Aging has asked the Baldwin County Commission to proclaim May 2019, “Older Americans Month” in Baldwin County, Alabama to pay tribute to our senior citizens.

Mrs. Kelly Childress, Council on Aging Coordinator, along with Mr. Jim Hutchinson, Robertsdale AARP Tax Site Coordinator and other AARP tax volunteers, will be present to accept the 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: N/A

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

PROCLAMATION

PROCLAIMING MAY 2019, AS "OLDER AMERICANS MONTH" IN BALDWIN COUNTY, ALABAMA.

WHEREAS, the Baldwin County Commission joins in the national recognition of the month of May 2019, as "Older Americans Month" with the theme of "Connect, Create, Contribute;" and

WHEREAS, older Americans are valuable members of our society who enhance our communities and personal lives; and

WHEREAS, our older citizens of today and tomorrow promise to be among the most active and involved older adult populations in our nation's history; and

WHEREAS, it is the responsibility of all communities to work collaboratively to address older adults' unique health and long-term care challenges; and

WHEREAS, communities can improve older citizens' overall quality of life by helping them obtain the tools they need to make informed decisions about, and gain better access to, existing health and long-term care options in their communities; and

WHEREAS, the Baldwin County Commission and Baldwin County Council on Aging are proud to serve this generation of treasured citizens and will continue to recognize their contributions during this month and throughout the year; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, with deepest respect and admiration, we hereby proclaim May 2019, "OLDER AMERICANS MONTH" in Baldwin County, Alabama, and we urge everyone to take time this May to honor our older adults and the professionals, family members and citizens who care for them.

BE IT FURTHER PROCLAIMED, that May 9, 2019, is hereby set aside as “Older Americans Day” in Baldwin County, Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 16th day of April 2019.

_____

Commissioner Charles F. Gruber, Chairman

ATTEST:

_____

Wayne A. Dyess, County Administrator

Baldwin County Commission

Agenda Action Form

File #: 19-0955, **Version:** 1 **Item #:** CA2

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Sheriff Huey Hoss Mack
Submitted by: Tammy Rider, Executive Assistant

ITEM TITLE
Proclamations for National Telecommunicators/Communications Officers Week, National Correctional Officers Week and National Law Enforcement Officers Memorial Week

STAFF RECOMMENDATION
Adopt the following Proclamations, which proclaim the following in Baldwin County, Alabama:

1) The National Telecommunicators/Communications Officers Week on April 14-20, 2019; and
2) The National Correctional Officers Week on May 5-10, 2019; and
3) The National Law Enforcement Officers Memorial Week on May 12-18, 2019.

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
BALDWIN COUNTY, ALABAMA

PROCLAMATION

PROCLAIMING APRIL 14-20, 2019, AS NATIONAL TELECOMMUNICATIONS / COMMUNICATION OFFICERS WEEK IN BALDWIN COUNTY, ALABAMA.

WHEREAS, the second week of April is dedicated to the men and women who serve as Public Safety Telecommunications Specialists, providing invaluable services to law enforcement personnel throughout the Country and in Baldwin County Alabama; and

WHEREAS, Telecommunicators were first recognized nationwide by the Contra Costa County Sheriff's Office in 1991; and

WHEREAS, in the early 1990s, the National Association of Public Safety Communications Officials received from the United States Congress, a proclamation through Resolution 284, to create National Public Safety Telecommunicators Week; and

WHEREAS, over 500,000 Telecommunication Specialists provide professional services to first responders throughout the United States; and

WHEREAS, the Baldwin County Sheriff's Office receives invaluable and crucial services provided by 14 Communications Officers; and

WHEREAS, the Baldwin County Sheriff's Office Communications Division receives approximately 100,000 calls for services each year; therefore

BE IT PROCLAIMED, by the Baldwin County Commission and the Baldwin County Sheriff's Office that the week of April 14-20, 2019, is hereby designated as Telecommunications Communications Officers Week in Baldwin County, Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 16th day of April 2019.

_____
Commissioner Charles F. Gruber, Chairman

ATTEST:

_____
Wayne A. Dyess, County Administrator

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

PROCLAMATION

PROCLAIMING MAY 5-10, 2019, AS NATIONAL CORRECTIONAL OFFICERS WEEK IN BALDWIN COUNTY, ALABAMA.

WHEREAS, on May 5, 1984, Ronald Reagan, the 40th President of the United States, delivered a proclamation, designating the first week in May as National Correctional Officers Week; and

WHEREAS, the staff members who serve in the position of Correctional Officers, whether civilian or security staff, are essential to the day-to-day operations of the Baldwin County Sheriff's Office Corrections Center; and

WHEREAS, the Congress of the United States has recognized the essential services provided by all Correctional Officers in the United States of America; and

WHEREAS, the Baldwin County Sheriff's Office employs 120 of Correctional Officers; and

WHEREAS, the Baldwin County Sheriff's Office Correctional Officers oversee the safety and security of approximately 550 inmates on a daily basis; and

WHEREAS, the Baldwin County Sheriff's Office Corrections Center, processes approximately 13,000 inmates being booked in or booked out of the Baldwin County Sheriff's Office Corrections Center on an annual basis; therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED that the week of May 5-10, 2019, is hereby designated the National Correctional Officers Week in Baldwin County, Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 16th day of April 2019.

_____
Commissioner Charles F. Gruber, Chairman

ATTEST:

_____
Wayne A. Dyess, County Administrator

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

PROCLAMATION

PROCLAIMING MAY 12-18, 2019, AS NATIONAL LAW ENFORCEMENT OFFICERS MEMORIAL WEEK IN BALDWIN COUNTY, ALABAMA.

WHEREAS, the Congress of the United States of America recognized the second week of May, as National Law Enforcement Officers Memorial Week; and

WHEREAS, Law Enforcement Officers who have been killed or died in the line of duty, deserve to be remembered and honored each year; and

WHEREAS, the work of all Law Enforcement Officers is essential to preserving peace in our communities and ensuring the safety of precious lives and property; and

WHEREAS, the families of those who have suffered the loss of a Law Enforcement Officer are forever recognized and honored for their loss; and

WHEREAS, Baldwin County Sheriff's Office has lost the following Deputy Sheriffs who were killed in the line of duty:

Deputy James Stewart, End of Watch April 11, 1895; and
Deputy Howard Dutton, End of Watch October 1, 1987; and
Deputy Scott Ward, End of Watch November 23, 2012;

WHEREAS, the Law Enforcement Officers Memorial for Baldwin County is located in Robertsdale, Alabama, and has affixed upon, the names of all 10 law enforcement officers who have been killed in the line of duty in Baldwin County; therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the week of May 12-18, 2019, is hereby designated as Law Enforcement Officers Memorial Week in Baldwin County, Alabama. The Baldwin County Commission and the Baldwin County Sheriff's Office extends its most heartfelt gratitude and eternal appreciation for those who have made the ultimate sacrifice, gone beyond the full measure, and given not only of their personal lives, but also have caused hardship upon their families in doing so.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 16th day of April, 2019.

_____
Commissioner Charles F. Gruber, Chairman

ATTEST:

_____
Wayne A. Dyess, County Administrator

Baldwin County Commission

Agenda Action Form

File #: 19-1083, **Version:** 1 **Item #:** CA3

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wayne A. Dyess, County Administrator; Ronald J. Cink, Budget Director
Submitted by: Tawanda Gulley, Administrative Support Specialist III

ITEM TITLE
Certificates of Appreciation - Assistance to Lee County, Alabama for March 2019 Tornado Event

STAFF RECOMMENDATION
Present Certificates of Appreciation to the following individuals who assisted first responders during the tornado event in Lee County, Alabama, in March 2019:

Scott Wallace, Training and Shelter Coordinator, EMA
Lieutenant Nathan Lusk, BCSO
Sergeant Randy Younce, BCSO
Corporal Jason Kolbe, BCSO
Deputy Bob Correa, BCSO
Deputy Chris Kaiser, BCSO
Deputy Colin Cutright, BCSO
Deputy Ronald Thompson, BCSO
Deputy Zack Sellers, BCSO
TFO Deputy Drew Bailey (Loxley PD).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On March 3, 2019, an EF4 tornado hit Lee County, Alabama. Baldwin County personnel were sent to assist. Baldwin County Commission would like to recognize and appreciate those who assisted our fellow Alabamians during their time of need.

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 #: 19-1063, **Version:** 1 **Item #:** CA4

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wayne Dyess, County Administrator; Ron Cink, Budget Director
Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE
Certificate of Recognition to Mr. Cliff McCollum, Gulf Coast Media - Press Coverage of the Baldwin County Commission Meetings

STAFF RECOMMENDATION
Approve the Certificate of Recognition to be presented to Mr. Cliff McCollum, for his years of press coverage of the Baldwin County Commission meetings as the Managing Editor of the Gulf Coast News Media.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: As the managing editor of Gulf Coast Media, and the acting editor of The Courier, Cliff McCollum has been covering the Baldwin County Commission since 2014. The Gulf Coast Media, which publishes four weekly newspapers across Baldwin County, covers a myriad of topics and current events in Baldwin County, one of them being the Baldwin County Commission and its meetings.

As Mr. McCollum has accepted a position with the Baldwin County Legislative Delegation as the Legislative Delegation Constituent Services Director, he will be leaving his present job at the newspaper. At this time, the Baldwin County Commission wishes to recognize Mr. McCollum's years of press coverage of the Commission and Baldwin County and wish Mr. McCollum the best in his future endeavor as the Legislative Delegation Constituent Services Director.

Mr. McCollum grew up in Opelika, Alabama, and is a graduate of Auburn University with a bachelor's degree in English Literature, with a focus on British Literature. He is a former high school journalism teacher and community college adjunct professor. Mr. McCollum is also the former News Editor of the Opelika Observer, in Opelika, Alabama. He has won 17 Alabama Press Association awards throughout his journalistic career, including the Freedom of Information - First Amendment Award in 2016 and 2018.

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, ALABAMA
BALDWIN COUNTY COMMISSION

CERTIFICATE OF RECOGNITION

Presented to

Mr. Cliff McCollum

In Recognition for Providing Press Coverage of the Baldwin County Commission Meetings since 2014.

This Sixteenth Day of April in the year Two Thousand and Nineteen.

Chairman Charles F. Gruber

Vice Chairman Billie Jo Underwood

Commissioner James E. Ball

Commissioner Joe Davis, III

Baldwin County Commission

Agenda Action Form

File #: 19-1056, **Version:** 1 **Item #:** CA5

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Anu Gary, Admin/Records Mgr.

ITEM TITLE
Introduction of Newly Appointed Contract Employees

STAFF RECOMMENDATION
The Commissioners will introduce and discuss their directives to the following newly appointed contract employees:

Wayne Dyess, County Administrator; and
Deidra Hanak, Personnel Director; and
Zachary Hood, Emergency Management Agency (EMA) Director.

BACKGROUND INFORMATION

Previous Commission action/date: March 6, 2019

Background: The Commission approved employment contracts for the positions of County Administrator, Personnel Director and EMA Director, during the March 6, 2019, BCC Regular Meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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 #: 19-1027, **Version:** 1 **Item #:** DE1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Mike Howell, County Building Official, CFM
Submitted by: Kim Nelson, Office Administrator, CFM

ITEM TITLE
Amendments to the Baldwin County Flood Damage Prevention Ordinance

STAFF RECOMMENDATION
Adopt the amended Baldwin County Flood Damage Prevention Ordinance which includes the new Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), that will become effective April 19, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: February 26, 2019 - Work Session

March 6, 2019 Commission Meeting - Item was brought before the County Commission for approval, it was determined that a new Public Hearing before the Commission would need to be done and public notice re advertised for an additional four weeks.

Background:

The Baldwin County Flood Damage Prevention Ordinance was last updated September 7, 2010. Baldwin County has received the new Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) maps, that will become effective on April 19, 2019, makes it necessary to amend and update the current Baldwin County Flood Damage Prevention Ordinance which will become effective April 19, 2019.

A notice of the proposed changes was published in all Gulf Coast Media newspapers for a period of 4 weeks. A public hearing was held on February 27, 2019, to hear comments for or against amendments.

A second round of public notice was published in all Gulf Coast Media newspapers has been completed, the public notice ran from March 20, 2019 through April 10, 2019. A public hearing will be held on April 16, 2019 in front of the County Commission to hear comments for or against the proposed amendments.

FINANCIAL IMPACT

Total cost of recommendation: $3,207.00

Budget line item(s) to be used: 52710-5253

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Chairman to sign original Flood Damage Prevention Ordinance; Bay Minette Administration staff to upload to BCC Portal; Kim Nelson to upload amended document to interoffice portal, distribute copies to each office for staff and general public. Mike Howell to notify State NFIP Coordinator of final adoption.

Action required (list contact persons/addresses if documents are to be mailed or emailed): Email signed document to: Mike Howell, Building Official, Kim Nelson, Office Administrator

Additional instructions/notes: N/A

BALDWIN COUNTY FLOOD DAMAGE

PREVENTION ORDINANCE

BALDWIN COUNTY COMMISSION

FLOOD DAMAGE PREVENTION ORDINANCE OF BALDWIN COUNTY, ALABAMA

Adopted by the Baldwin County Commission:	January 3, 1978
Amended by the Baldwin County Commission	February 17, 1987
Amended by the Baldwin County Commission:	April 19, 1994
Amended by the Baldwin County Commission:	June 7, 1994
Amended by the Baldwin County Commission:	January 18, 2000
Amended by the Baldwin County Commission:	October 15, 2002
Amended by the Baldwin County Commission:	April 5, 2005
Amended by the Baldwin County Commission:	April 21, 2009
Amended by the Baldwin County Commission:	September 7, 2010

BALDWIN COUNTY COMMISSION

As of amendments, September 7, 2010

Hon. Frank Burt, District 1
Hon. David E. Bishop, District 2
Hon. Wayne Gruenloh, District 3
Hon. Charles Gruber, District 4

Article 1. Statutory Authorization

The Legislature of the State of Alabama has in Title 11., Chapter 52, Sections 1 through 84, Title 41, Chapter 9, Section 166, and Title 11, Chapter 19, Sections 1 through 24, of the Code of Alabama 1975 authorized local governmental units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. Therefore, the County Commission of Baldwin County, Alabama does ordain as follows:

Section 1.1 Finding of Fact

(a) The flood hazard areas of the County of Baldwin are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of tax base, all of which adversely affect the public health, safety and general welfare.

(b) The flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in flood plains causing increases in flood heights and velocities.

Section 1.2 Statement of Purpose

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas of provisions designed to:

(a) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(b) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;

(c) Control filling, grading, dredging and other development which may increase flood damage or erosion;

(d) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands, and;

(e) Control the alteration of natural flood plains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;

Section 1.3 Objectives

The objectives of this ordinance are:

(a) To protect human life and health;

(b) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in flood plains;

(c) To help maintain a stable tax base by providing for the sound use an development of flood prone areas in such a manner as to minimize flood blight areas;

(d) To minimize expenditure of public money for costly flood control projects;

(e) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(f) To minimize prolonged business interruptions; and,

(g) To insure that potential home buyers are notified that property is in a flood area.

Article 2. Definitions

Unless specifically defined below, words or phases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

Addition (to an existing building): Any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other then a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing wall shall be considered "New Construction".

Appeal: Request for a review of the Baldwin County Building Inspection Department's interpretation of any provisions of this ordinance.

Area of shallow flooding: A designated A, AE, AH, AO, V or VE zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Appurtenant Structure: Means a structure which is on the same parcel of property as the principal structure to be insured and the use if which is incidental to use of the principal structure.

Area of special flood hazard: The land in the flood plain within a community subject to a 1% (one) percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency (FEMA), areas of Special Flood Hazard area (SFHA) shall be those designated by the local community and referenced in Article 3, Section 3.2.

Base Flood: Means the flood having a 1% chance of being equaled or exceeded in any given year.

Basement: Any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall: A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Building: See Structure

Coastal High Hazard Area: An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. These areas are designated on a FIRM as Zones V 1-30, VE or V.

Development: Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, and ~~permanent~~ storage of equipment or materials.

Elevated buildings: A non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, columns ~~or fill~~.

Existing construction: Any structure for which the "start of construction" commenced before the effective date of the FIRM or before January 3, 1978, for FIRMs effective before that date.

Existing Manufactured Home Parks or Subdivisions: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of roads, and either final site grading or the pouring of concrete pads).

Flood or flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:

(a) The overflow of inland or tidal waters.
(b) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Hazard Boundary Map (FHBM): An official map of a community, issued by the Federal Insurance Administration (FIA), where the boundaries of the areas of Special Flood Hazard have been designated as Zone A.

Flood Insurance Rate Map (FIRM): An official map of the community, on which the FIA has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study: An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Floodplain: Any land area susceptible to being inundated by water from any source**.**

Flood-proofing: Means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (Regulatory Floodway): The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard: Means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Floor: Means the top surface of enclosed area in a building (including basement), i.e., top of slab in concrete construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Functionally dependent facility: A facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historical structure: Any structure that is:

(a) Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or;

(d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either;

(1). By an approved state program as determined by the Secretary of the Interior, or
(2). Directly by the Secretary of the Interior in states without approved programs.

Levee: A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system: A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor: The lowest floor of the lowest enclosed area (including basements). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of other provisions of this ordinance. In V-zones the regulatory reference level is the lowest horizontal structural member.

Mangrove stand: An assemblage of mangrove trees which are mostly low trees noted for copious development of interlacing adventitious roots above the ground and which contain one or more of the following species: Black mangrove (Avicennia Nitida); Red mangrove (Rhizophora Mangle); White mangrove (Languncularia Racemosa); and Buttonwood (Conocarpus Erecta).

Manufactured home: A structure, transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Mean sea level: The average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929 or other datum.

National Geodetic Vertical Datum (NGVD): As corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction: Any structure (see definition) of which the "start of construction" commenced after January 20, 1978, and includes any subsequent improvements to the structure.

New Manufactured home park or subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 20, 1978.

Primary Frontal Dunes: Means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Repetitive loss: Flood-related damages sustained by a structure on two (2) separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds twenty-five percent (25%) of the market value of the structure before the damages occurred.

Recreational vehicle: A vehicle which is:

(a). Built on a single chassis;
(b). Four hundred (400) square feet or less when measured at the largest horizontal projection;
(c). Designed to be self-propelled or permanently towable by a light duty truck; and
(d). Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Remedy A Violation: Means to bring the structure or other development into compliance with State or Local flood plain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or other deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Sand dunes: Naturally occurring accumulations of sand in ridges or mounds landward of the beach. Prohibits man-made alteration of sand dunes and mangrove stands within Zones V1-30, VE, and V on the community's FIRM which would increase potential flood damages.

Section 1316: No new flood insurance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or Local Zoning Authority or other authorized public body, to be in violation of State or Local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in flood prone areas.

Start of Construction: The date building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. (Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation of a basement, footings, piers and foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main building). (NOTE: Accessory structures are NOT exempt from any ordinance requirements). For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure: A walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed fifty (50%) of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two (2) separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds twenty-five percent (25%) of the market value of the structure before the damages occurred.

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed.

Substantially improved existing manufactured home parks or subdivision: Where repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Variance: A grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance. Granting of a variance must be consistent with CFR 44, Granting of Variances and Exceptions.

Violation: Means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance is presumed to be in violation until such time as that documentation is provided.

Article 3. General Provisions

Section 3.1 Land to which this Ordinance applies:

This ordinance shall apply to all areas of special flood hazards within the permitting jurisdiction of unincorporated areas of Baldwin County, Alabama.

Section 3.2 Basis for Area of Special Flood Hazard

The areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study (FIS), dated January 12, 1973, with accompanying maps and other supporting data and any revision thereto, are adopted by reference and declared a part of this ordinance.

Section 3.3 Establishment of a Development Permit to begin Construction

A Development Permit shall be required in conformance with the provisions of this ordinance prior to commencement of any development.

Section 3.4 Compliance

No structure or land shall hereafter be located, extended, converted or altered without full compliance with the terms of this ordinance and other applicable regulations.

Section 3.5 Abrogation and Greater Restrictions

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section 3.6 Interpretations

In the interpretation and application of this ordinance, all provisions shall be:

(a) considered as minimum requirements;
(b) liberally construed in favor of the governing body; and
(c) deemed neither to limit nor repeal any other powers granted under state statutes.

Section 3.7 Warning and Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Baldwin County, Alabama, or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Section 3.8 Penalties for Violations and Fines

Persons in Violation. Any person who, or firm or corporation which, (a) violates any provision of the Baldwin County Flood Damage Prevention Ordinance or (b) erects, repairs, alters, constructs or reconstructs any building structure on land or water in violation of the Baldwin County Flood Damage Prevention Ordinance shall be in violation.

Fines. Any person who, or firm or corporation which, violates any of the Baldwin County Flood Damage Prevention Ordinance shall be fined not more than $150.00 for each separate violation, plus all costs of court, with each day such violation continues constituting a separate violation. The fines provided for herein shall commence and accrue upon the violation of the Baldwin County Flood Damage Prevention Ordinance and/or posting of a notice of violation and/or the continuation of work following issuance of a stop work order. Said fines shall continue to accrue until paid, but shall not accrue during the pendency of a properly filed appeal to the Baldwin County Flood Damage Prevention Ordinance Board of Adjustment or court of competent jurisdiction.

Section 3. 9 Additional Freeboard

Require an additional **freeboard of 3 foot** elevation to the current adopted **FEMA FIRM** (Flood Insurance Rate Maps), panel numbers as follows:

860L	**865L**	**870L**	**953L**	**954L**
955L	**958L**	**959L**	**960L**	**961L**
962L	**966L**	**980L**		

Article 4 Administration

Section 4.1 Designation of Baldwin County Building Official

The Baldwin County Building Official is hereby appointed to administer and implement the provisions of this ordinance.

Section 4.2 Permit Procedures

Application for a Development Permit shall be made to the Baldwin County Building Official on forms furnished by the Building Inspection Department to any development activities, and may include but shall not limited to the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

(1) Application Stage

(a). Elevation in relation to mean sea level (or highest adjacent grade) of the lowest regulatory floor level, including basement, of all proposed structures;

(b). Elevation in relation to mean sea level to which any nonresidential structure will be flood-proofed;

(c). Design certification from a registered, State of Alabama licensed professional engineer or architect that any proposed nonresidential flood-proofed structure will meet the flood proofing criteria in Article 5, 5.4 (b);

(d). Design certification from a registered, State of Alabama licensed professional engineer or architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria of Article 5, Section 5.5 (b), (c), (d);

(e). Description of the extent to which any water course will be altered or relocated as a result of a proposed development.

(2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Building Official a regulatory floor elevation or flood-proofing level using appropriate FEMA elevation or flood-proofing certificate immediately after the lowest floor or flood-proofing is completed. Where a structure is subject to the provisions applicable to Coastal High Hazard Areas, after placement of the lowest horizontal structural members, any regulatory floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a State of Alabama registered land surveyor or professional engineer and certified by the same. When flood-proofing is utilized for nonresidential structures, said certification shall be prepared by or under the direct supervision of a State of Alabama licensed professional engineer or architect and certified by the same.

Any work undertaken prior to submission of all necessary Federal, State and Local permits shall be at the permit holder's risk.

The Building Official shall review the above referenced submitted certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby shall be cause to issue a stop work order for the project.

Section 4.3 Duties and responsibilities of the Baldwin County Building Official

Duties of the Building Official shall include, but not be limited to:

(a). Review all development permits to assure that the permit requirements of this ordinance have been satisfied; and, assure that sites are reasonably safe from flooding.

(b). Review proposed permit application to assure that all necessary permits have been received from governmental agencies from which approval is required by Federal and State law, including Section 404.

(c). When base flood elevation data or floodway data have not been provided in accordance with Section 3.2, the Building Official shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal or State agency of other sources in order to administer the provisions of Article 5.

(d). Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement,

of all new construction or substantially improved structures in accordance with Section 4.2 (2).

(e). Verify and record the actual elevation, in relation to mean sea level, to which any new or substantially improved structures have been flood-proofed, in accordance with Article 5, Section 5.4 (b).

(f). When flood-proofing is utilized for a structure, the Building Official shall obtain certification of design criteria from a State of Alabama registered professional engineer or architect in accordance with Article 4.2 (1),(b), and/or Section 5.4 B.

(g). Obtain design certification from a State of Alabama registered professional engineer or architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria in Section 5.5.

(h). Notify adjacent communities and the Alabama Department of Economic & Community Affairs, Office of Water Resources, NFIP State Coordinator's office prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA) and the Alabama Emergency Management Agency (AEMA).

(i). For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA and ADECA/OWA/NFIP to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.

(j). Where interpretation is needed as to the exact location boundaries of the areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Building Official shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this ordinance.

(k). All records pertaining to the provisions of this ordinance shall be maintained in the office of the Building Official and shall be open for public inspection.

Article 5. Provisions of Flood Hazard Reduction

Section 5.1 General Standards

In all areas of Special Flood Hazard, the following provisions are required:

(1). New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;

(2). New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;

(3). New construction and substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage.

(4). Elevated Buildings

All new construction or substantial improvements of existing structures that include ANY fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on Exterior walls by allowing for the automatic entry and exit of flood waters.

(a). Designs for complying with this requirement must either be certified by a State of Alabama professional engineer or architect or meet the following minimum criteria:

(i). Provide a minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
(ii). The bottom of all openings shall be no higher than one (1) foot above grade; and
(iii). Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.

(b). So as to not violate the “Lowest Floor” criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and

(c). The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.

(5). All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(6). Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.

(7). New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

(8). New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.

(9). On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

(10). Any alteration, repair, reconstruction or improvement to a structure which is not in compliance with the provisions of this ordinance shall be undertaken only if the nonconformity is not furthered, extended or replaced.

Section 5.2 Specific Standards

In all areas of Special Flood Hazards where base flood elevations data have been provided, the following provisions are required:

(1). Residential and non-residential construction

New construction or substantial improvement of any structure (or manufactured home) shall have the lowest floor, including basement, elevated no lower than the base flood elevation as shown on the most current FEMA flood maps.

(2). Nonresidential Construction

New construction or the substantial improvement of any nonresidential structure located in AE, or AH zones may be flood-proofed in lieu of

elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one (1) foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A State of Alabama registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Building Official as set forth above and in Section 4.3 (F). Flood proofing is not allowed within any "V" FEMA flood zone.

(**3). Standards for Manufactured Homes and Recreational Vehicles**

Where base flood elevation data is available:

(a). All manufactured homes placed on/or substantially improved:
(i). On individual lots or parcels, or
(ii) In new or substantially improved manufactured home parks or subdivisions, or
(iii) in expansions to existing manufactured home parks or subdivisions, or
(iv) on a site in an existing manufactured home park or subdivision Where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor, including the basement, elevated to or above base flood elevation, or

(b). Manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated:

(i). The lowest floor of the manufactured home is elevated to the base flood elevation or the lowest horizontal structural member is to base flood elevation in VE zones.
(ii) In "A" zones the finished floor must be at or above the base flood elevation.
(iii) In "V" zones the lowest horizontal structural member must be at or above base flood elevation.

(c). All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. (Refer to Section 3 (a) above)

(d). All recreational vehicles placed on sites must either:

(i). Be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or

(ii). The recreational vehicle must meet all the requirements for New Construction, including the anchoring and elevation requirements of Section 5.2 (1).

(4) Floodway

Areas designated as Floodways are those located within areas of Special Flood Hazard established in Section 3.2. A floodway may be an extremely hazardous area due to velocity flood waters, debris and erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

(a). The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point.

(b). Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrological and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A State of Alabama registered professional engineering must provide supporting technical data and certification thereof.

(c). Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted with Zone A 1-30 and AE on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other exisiting and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the unincorporated area of Baldwin County.

(d.) Only if Article 5, Section 5.2 (4) (a) is satisfied, then any new construction or substantial improvements shall comply with all other applicable flood hazard reduction provisions of Article 5.

Section 5.3 Building Standards for Streams without Established Base Flood elevations and/or Floodway (A zones)

Located within areas of Special Flood Hazard established in Section 3, where streams exist but no base flood data has been provided (A zones), OR where base flood data has been provided but a floodway has not been delineated, the following provisions shall apply:

(a). When base flood elevation data or floodway data have not been provided in accordance with Section 3, then the Building Official shall obtain, review, and reasonably utilize any scientific or historic base flood elevation and floodway data available from a Federal, State, or other sources, in order to administer the provisions of Article 5. ONLY if data are not available from these sources, then the following provisions shall apply.

b). No encroachment, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five (25) feet, whichever is greater, measured from the top of the stream bank, unless certification from a State of Alabama registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(c). In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less then three (3) feet above the highest adjacent grade at the building site. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with the standards Article 5, Section 5.1 (4) (a) "elevated Buildings". The Building Official shall certify the lowest floor elevation and the record shall become a permanent part of the permit file.

Section 5.4 Standards for Areas of Shallow Flooding (AO zones)

Areas of Special Flood Hazard established in Section 3.2 may include designed "AO" shallow flooding areas. These areas have base flood depths of one (1) to three (3) feet above ground with no clearly defined channel. The following provisions apply:

(a). All new construction and substantial improvements of residential and non residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the Flood Insurance Rate Map (FIRM) above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least two (2) feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 5, Section 4, "Elevated Buildings". The Building Official shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

(b). New construction and substantial improvement of a nonresidential structure may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designated to be water tight to the specified FIRM flood level plus two (2) feet above highest adjacent grade, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A State of Alabama registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Building Official as set forth above and as required in Article 4, Section 4.2 (1), (c).

(c). Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

Section 5.5 Coastal High Hazard Areas (V zones)

Located within the areas of Special Flood Hazard established in Article 3, Section 3.2 are areas designated as Coastal High Hazard Areas (V zones). These areas have special flood hazards associated with wave action and storm surge; therefore, the following provisions shall apply:

(a). Provide that all new construction within Zone V1-30, VE and V on the community's FIRM is located landward of the reach of mean high tide;

(b). All new construction and substantial improvements of existing structures shall be elevated on piers, columns, or shear walls parallel to the flow of water so that the bottom of the lowest horizontal structural member (excluding pilings or columns) is located no lower than the base flood elevation. Breakaway walls must be designed by a State of Alabama registered professional engineer or architect. All space below the lowest supporting member shall remain free of obstruction. Open lattice work or

decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action.

(i). Design safe loading resistance of each breakaway wall shall not be less than 10 or more than 20 pounds per square foot; or,

(ii). If more than 20 pounds per square foot a State of Alabama registered professional engineer or architect shall certify that the design wall collapse would result from a water load less than that which would occur during the base flood event and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement or other structural damage due to the effects of wind and water loads acting simultaneously on all building components during the base flood event. Maximum wind and water loading values to be used in this determination shall each have one percent (1%) chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

(c). All new construction or substantial improvements of existing structures shall be securely anchored on pilings, columns or shear walls;

(d). All pile and column foundations and the structures attached thereto shall be anchored to resist floatation, collapse, and lateral movement due to the combined effects of wind and water loads acting simultaneously on ALL building components, both nonstructural and structural.

(e). A State of Alabama registered engineer or architect shall certify that the design, specifications and plans for construction are in full compliance with the provisions of this ordinance.

(f). There shall be no fill material used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, (thereby rendering the building free of obstruction) prior to generating excessive loading forces, ramping effects, or wave deflection. The Building Official shall approve design plans for landscaping/aesthetic fill only after applicant has provided an analysis by a registered State of Alabama engineer or architect and/or soil scientist which demonstrates the following factors have been fully considered:

(i). Particle composition of fill material does not have a tendency for excessive natural compacting;
(ii). Volume and distribution of fill will not cause wave defection to adjacent properties; and,
(iii). Slope of fill will not cause wave run-up or ramping.

(g). There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage.

(h). Any alteration, repair, reconstruction, or substantial improvement to a structure shall not enclose the space below the lowest supporting members, except with breakaway walls.

(i). The placement of a manufactured home or mobile home within a V or VE zone shall meet the requirements of Article 5, Section 5.5.

Section 5.6 Standards for Subdivisions

(a). All subdivision proposals shall be consistent with the need to minimize flood damage;

(b). All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;

(c). All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;

(d). Base flood elevation data shall be provided for subdivision proposals and all other proposed development including manufactured home parks and subdivisions greater than fifty (50) lots or five (5) acres, whichever is less.

Article 6 Variance Procedures

(1). The Building Inspection Department Board of Adjustments as established by the County Commission shall hear and decide requests for appeals or variances from the requirements of this ordinance.

(2). The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Building Official in the enforcement or administration of this ordinance.

(3). Any person aggrieved by the decision of the Board of Adjustments may appeal such decision to the Circuit Court.

(4). Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation

will not preclude the structure's continued designation as an Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

(5). Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Section are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.

(6). Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.

(7). In reviewing such requests, the Building Inspection Department Board of Adjustments shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.

(8). **Conditions for variances:**

(A). A variance shall only be issued when there is:

(i). A finding of good and sufficient cause,
(ii). A determination that failure to grant the variance would result in exceptional hardship; and,
(iii). A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(B). A community shall notify the applicant in writing over the signature of the Building Official that (i) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as $25.00 for $100.00 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.

(C). The Building Official shall maintain the records of all appeal actions and report any variances to the Federal and State Emergency Management Agencies upon request.

Section 7 Severability

If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, than said holding shall in no way effect the validity of the remaining portions of this ordinance.

Adopted on January 3, 1978

BY: ALTON WHITE
Chairman

Certified by: DAVID C. WOOD
Administrator

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in Mid-Wk Issue of Gulf Coast Media.
The Courier, The Islander, & The Onlooker
Publication Date(s):

February 27, 2019

Account # 991652 PO #_____

Cost $ 468.00 Ad # 2316439

Bethany Randall

Bethany Randall

Sales Representative

Bill To:

BC Building Inspection + CAP

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 12th day of March, 2019

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in Friday Issue of Gulf Coast Media.
The Baldwin Times

Publication Date(s):

February 22, 2019

Account # 996752 PO #_____

Cost $ 468.00 Ad # 236439

Bethany Randall

Bethany Randall

Sales Representative

Bill To:

BC Building Inspections
CAP

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 12th day of March, 20 19

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in Mid-wk Issue of Gulf Coast Media.
The Courier, The Islander & The Onlooker
Publication Date(s):

February 20, 2019

Account # 996752 PO # _____

Cost $ 468.00 Ad # 236439

Bethany Randall

Bethany Randall

Sales Representative

Bill To:

BC Building Inspections
CAP

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 12th day of March, 20 19

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

NOTARY PUBLIC

AMBER KIMBLER
My Commission Expires
April 10, 2022

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in Friday Issue of Gulf Coast Media.
The Baldwin Times

Publication Date(s):

February 15, 2019

Account # 996752 PO # _____

Cost $ 468.00 Ad # 23649

Bethany Randall

Bethany Randall

Sales Representative

Bill To:

YBC Building Inspections
CAP

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 12th day of March, 20 19

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in Mid-wk Issue of Gulf Coast Media.
The Courier, The Islander + The Onlooker
Publication Date(s):

February 13, 2019

Account # 996152 PO # _____

Cost $ 468.00 Ad # 236439

Bethany Randall

Bethany Randall

Sales Representative

Bill To:

YBC Building Inspections + CAP

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 12th day of March, 20 19

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

FLOOD DAMAGE PREVENTION ORDINANCE
UNINCORPORATED BALDWIN COUNTY, ALABAMA

Adopted by the Baldwin County Commission:	January 3, 1978
Amended by the Baldwin County Commission:	February 17, 1987
Amended by the Baldwin County Commission:	April 19, 1994
Amended by the Baldwin County Commission:	June 7, 1994
Amended by the Baldwin County Commission:	January 18, 2000
Amended by the Baldwin County Commission:	October 15, 2002
Amended by the Baldwin County Commission:	April 5, 2005
Amended by the Baldwin County Commission:	April 21, 2009
Amended by the Baldwin County Commission:	September 7, 2010
Amended by the Baldwin County Commission:	April 16, 2019 effective April 19, 2019

BALDWIN COUNTY COMMISSION

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

ARTICLE 1

Statutory Authorization, Findings of Fact, Purpose And Objectives

SECTION A STATUTORY AUTHORIZATION

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24, Chapter 45, Sections 1-11, Chapter 52, Sections 1-84, and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the County Commission, of Baldwin County, Alabama, does ordain as follows:

SECTION B FINDINGS OF FACT

(1) The flood hazard areas of County of Baldwin , Alabama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

SECTION C STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;

(3) control filling, grading, dredging and other development which may increase flood damage or erosion;

(4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands; and

(5) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

SECTION D OBJECTIVES

The objectives of this ordinance are:

(1) to protect human life and health;

(2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,

(4) to minimize expenditure of public money for costly flood control projects;

(5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(6) to minimize prolonged business interruptions, and

(7) to ensure that potential home buyers are notified that property is in a flood area.

ARTICLE 2
GENERAL PROVISIONS

SECTION A LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all Areas of Special Flood Hazard within the permitting jurisdiction of unincorporated Baldwin County, Alabama.

SECTION B BASIS FOR AREA OF SPECIAL FLOOD HAZARD

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its **Flood Insurance Study (FIS), dated January 12, 1973**, with accompanying maps and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation, the current effective FIS and data for unincorporated Baldwin County are hereby adopted by reference.

SECTION C: ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this ordinance **PRIOR** to the commencement of any development activities in identified areas of special flood hazard and **community flood hazard areas** within the community.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Baldwin County, Alabama or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

(1) Notice of Violation. If the community determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:

- (a) The name and address of the owner or the applicant or the responsible person;
- (b) The address or other description of the site upon which the violation is occurring;
- (c) A statement specifying the nature of the violation;
- (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;
- (e) A statement of the penalty or penalties that may be assessed against the person to

whom the notice of violation is directed, and;

(f) A statement that the determination of violation may be appealed to the community by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).

(2) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the Building Official/Floodplain Administrator shall first notify the applicant or other responsible person in writing of its intended action. The Building Official/Floodplain Administrator shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the Baldwin County Commission may take or impose any one or more of the following enforcement actions or penalties:

(a) Civil penalties: Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than $150.00 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Baldwin County Commission from taking such other lawful actions as is necessary to prevent or remedy any violation.

(3) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

The Notice of Appeal must be in writing and must be received within ten days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty days from the date of receipt of the Notice of Appeal by the Floodplain Administrator.

(4) All appeals shall be heard and decided by the community's designated Appeal Board, which shall be Baldwin County Flood Damage Prevention Ordinance Board of Adjustment, or their designees. The Appeal Board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's flood damage prevention ordinance, and any other

applicable local, state, or federal requirements. The decision of the Appeal Board shall be final.

(5) A judicial review can be requested by any person aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Baldwin County Circuit Court.

SECTION I. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this ordinance.

ARTICLE 3
ADMINISTRATION

SECTION A DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Baldwin County Building Official/Floodplain Administrator is hereby appointed to administer and implement the provisions of this ordinance.

SECTION B PERMIT PROCEDURES

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by the community **PRIOR** to any development activities, and may include, but not be limited to, the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following procedures and information are required for all projects in the Special Flood Hazard Areas within the jurisdiction of unincorporated Baldwin County:

(1) Application Stage

Plot plans are to include:

(a) The Base Flood Elevation (BFE) where provided as set forth in Article 2, Section B; Article 4, Section C; or Article 5, Section D;
(b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
(c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 2, Section B;
(d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;
(e) Elevation in relation to mean sea level to which any non-residential structure will be flood proofed;

(f) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);

(g) Design certification from a registered professional engineer or architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria of Article 4, Section G.

(h) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with Article 4, Sections B(1), B(3), D(7), and E(1) when solid foundation perimeter walls are used.

(i) Usage details of any enclosed areas below the lowest floor shall be described.

(j) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.

(k) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be provided on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.

(l) Certification of the plot plan by a licensed professional engineer or surveyor in the State of Alabama is required.

(2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level **using appropriate FEMA elevation or floodproofing certificate** immediately after the lowest floor or flood proofing is completed.

(a) When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

(b) **Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.**

(c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

(d) The Floodplain Administrator shall make **periodic inspections** of projects during construction throughout the Special Flood Hazard Areas within the jurisdiction of the community to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. Members of his or her

inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

(e) The Floodplain Administrator may **revoke and require the return of the floodplain development permit** by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(3) Finished Construction

Upon completion of construction, a FEMA elevation certificate (FEMA Form81-31), which depicts all finished construction elevations, is required to be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.

(a) If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

(b) If the structure is located in a V-Zone, a V-Zone Certificate is required. The applicant shall use the community's certificate (if available) or develop one that includes the information in the certificate from FEMA's Home Builder's Guide to Coastal Construction Technical Fact Sheet No. 1.5 (2010). The certificate shall provide the following minimum design and construction requirements for the V-Zone:

i A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction.

ii A registered professional engineer or architect shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the following criteria:

- The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or one foot above the Base Flood Elevation (BFE); and
- The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Use ASCE 7-10, Minimum Design Loads for Buildings and Other Structures, for guidance.

iii The space below the lowest floor must be free of obstructions (e.g., building element, equipment, or other fixed objects that can transfer flood loads to the foundation, or that can cause floodwaters or waves to be deflected into the building), or must be constructed with non-supporting breakaway walls, open lattice, or insect screening.

(c) The Building Official/Floodplain Administrator shall review the certificate(s) data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance.

(d) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(e) Documentation regarding completion and compliance with the requirements stated in the permit application and with Article 3, Section B(1) of this ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(f) All records that pertain to the administration of this ordinance shall be maintained and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

SECTION C DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but shall not be limited to:

(1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied; and assure that development sites are reasonably safe from flooding.

(2) Review copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.

(3) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.

(4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Article 3, Section B.

(5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Sections B(2) and E(2).

(6) When flood proofing is utilized for a structure, the Floodplain Administrator shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3, Section B(1)(c) and Article 4, Section B(2) or E(2).

(7) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the

Federal Emergency Management Agency (FEMA), and the Alabama Department of Economic and Community Affairs/Office of Water Resources/NFIP State Coordinator's Office.

(8) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.

(9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.

(10) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Floodplain Administrator and shall be open for public inspection.

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A GENERAL STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required:

(1) Require copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits be on file.

(2) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse and lateral movement of the structure.

(3) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage.

(4) New construction and substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage:
   (a) All subdivision proposals shall be consistent with the need to minimize flood damage;
   (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
   (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(6) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.

(7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

(8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

(9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

(10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non- conformity is not furthered, extended or replaced.

(11) Proposed new construction and substantial improvements that are partially located in an area of special flood hazard shall have the entire structure meet the standards for new construction.

(12) Proposed new construction and substantial improvements that are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations shall have the entire structure meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

SECTION B SPECIFIC STANDARDS

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with engineered or estimated base flood elevation), the following provisions are required:

(1) Residential and Non-residential Structures - Where base flood elevation data is available, new construction and substantial improvement of any structure or manufactured home **shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation.** Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

(2) Non-Residential Structures - New construction and substantial improvement of any non-residential structure located in A1-30, AE, or AH zones, may be floodproofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be**

designed to be water tight to one (1) foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).

(3) Enclosures for Elevated Buildings - All new construction and substantial improvements of existing structures that include **ANY fully enclosed area** below the base flood elevation, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.

(a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
  (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls);
  (ii) The bottom of all openings shall be no higher than one foot above grade or floor;
  (iii) Openings may be equipped with screens, louvers, valves and other coverings and devices provided they permit the automatic flow of floodwater in both directions.

(b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area.

(c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms. All interior walls, ceilings and floors below the base flood elevation shall be unfinished and/or constructed of flood resistant materials.

(d) Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power as required.

(4) Standards for Manufactured Homes and Recreational Vehicles - Where base flood elevation data are available:

(a) All manufactured homes placed and substantially improved on:
  (i) individual lots or parcels,
  (ii) in new or substantially improved manufactured home parks or subdivisions,
  (iii) in expansions to existing manufactured home parks or subdivisions, or
  (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a

flood, must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.

(b) Manufactured homes placed and substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
   (i) the lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, or
   (ii) where no Base Flood Elevation exists, the manufactured home chassis and supporting equipment is supported by reinforced piers or other foundation elements of at least equivalent strength and is elevated to a maximum of 60 inches (five feet) above grade and must also meet the standards of Article 4, Section D (5).

(c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

(d) All recreational vehicles placed on sites must either:
   (i) be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or
   (ii) the recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Article 4, Section B, provisions (3)(a) and (3)(c).

(5) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the unincorporated Baldwin County FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(6) Accessory Structures (also referred to as appurtenant structures) –
Accessory structures include, but are not limited to, residential structures such as detached garages, storage sheds for garden tools or woodworking, gazebos, picnic pavilions, boathouses, small pole barns, and similar buildings. The following provisions apply to accessory structures built below the base flood elevation:

(a) A permit shall be required prior to construction or installation.
(b) Use must be restricted to parking of personal vehicles or limited storage (low-cost items that cannot be conveniently stored in the principal structure).
(c) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the BFE.
(d) Must be adequately anchored to prevent flotation, collapse, or lateral movement.
(e) Must have adequate flood openings as described in Article 4, Section A (5) and be designed to otherwise have low flood damage potential.
(f) Shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
(g) Any mechanical and other utility equipment in the structure must be elevated to or above the BFE or must be floodproofed.

(h) Under limited circumstances communities may issue variances to permit construction of wet-floodproofed accessory structures. Communities should not grant variances to entire subdivisions for accessory structures, especially detached garages. Variances should only be reviewed and issued on an individual or case-by-case basis and be based on the unique characteristics of the site.

SECTION C FLOODWAYS

Located within Areas of Special Flood Hazard established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

(1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;

(2) Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment **shall not result in any increase** in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;

(3) A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;

(4) **ONLY** if Article 4, Section C, provisions (1) through (3) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article 4.

SECTION D BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE A-ZONES)

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

(1) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is the lesser.

(2) When base flood elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic Base Flood Elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then Article 4, Section D, provisions (5) and (6) shall apply:

(3) All development in Zone A must meet the requirements of Article 4, Section A and Section B(1) through B(4).

(4) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than three (3) feet above the highest adjacent grade.

(5) In the absence of a base flood elevation, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) in that the structure must be elevated to a maximum of 60 inches (5 feet).

(6) Openings sufficient to facilitate automatic equalization of flood water hydrostatic forces on exterior walls shall be provided in accordance with standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

SECTION E STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Areas of Special Flood Hazard established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

(1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus one foot of freeboard. **If no depth number is specified, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3), Enclosures for "Elevated Buildings.

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

(2) New construction and the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1)(c) and (2).

(3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION F. COASTAL HIGH HAZARD AREAS (V-ZONES & COASTAL AE ZONES)

Located within the areas of special flood hazard established in Article 2, Section B, are areas designated as Coastal High Hazard areas (V-Zones) and Coastal AE Zones. These areas have special flood hazards associated with wave action and storm surge; therefore, the following provisions shall apply, in addition to the standards of Article 4:

(1) All new construction and substantial improvements of existing structures shall be located landward of the reach of the mean high tide.

(2) All new construction and substantial improvements of existing structures shall be elevated on piles, columns, or shear walls parallel to the flow of water so that:

(a) The bottom of the lowest supporting horizontal structural member (excluding pilings or columns) is located no lower than one foot above the base flood elevation level. All space below the lowest supporting member shall remain free of obstruction.

(b) Open lattice work, breakaway walls, or decorative screening may be permitted for aesthetic purposes only and built in accordance with Article 4, Section G(5) below.

(c) All pile and column foundations and the structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the combined effects of wind and water loads acting simultaneously on ALL building components, both (non-structural and structural). Water loading values shall equal or exceed those of the base flood. Wind loading values shall be in accordance with the most current edition of the Baldwin County adopted building code.

(3) All new construction and substantial improvements of existing structures shall be securely anchored on pilings, columns, or shear walls.

(4) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in full compliance with the provisions contained in Article 4, Section G(2), (3), and (4) herein.

(5) For all new construction and substantial improvements in VE Zones and Coastal AE Zones, the space below the lowest horizontal-supporting member must remain free of

obstruction. As an alternative, the space may be constructed with non-supporting breakaway walls, open wood or vinyl latticework, or insect screening which must be designed to break away or collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. The following design specifications are required:

(a) No solid walls shall be allowed, and;
(b) Material shall consist of lattice or mesh screening only.
(c) If aesthetic lattice work, breakaway walls, or screening is utilized, any enclosed space shall not be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.
(d) For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Breakaway wall enclosures shall not exceed 299 square feet. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:
    (i) Breakaway wall collapse shall result from water load less than that which would occur during the base flood, and;
    (ii) The effects of wind and water loads acting simultaneously on all building components (structural and nonstructural) must be taken into account. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those requirements by state or local building codes.

(6) Enclosures below elevated buildings shall be useable solely for storage, parking of vehicles, or building access. Such space will not be used for human habitation and not finished or partitioned into separate rooms.

(7) Prior to construction, plans for any structure using lattice, breakaway walls, or decorative screening must be submitted to the Building Official/Floodplain Administrator for approval.

(8) Any alteration, repair, reconstruction or improvement to any structure shall not enclose the space below the lowest floor except with lattice-work, breakaway walls, or decorative screening, as provided in this Section.

(9) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural *member* of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in VE Zones and Coastal AE Zones. The Floodplain Administrator shall maintain a record of all such information.

(10) The Building Official/Floodplain Administrator shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an

engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:

(a) Particle composition of fill material does not have a tendency for excessive natural compaction;
(b) Volume and distribution of fill will not cause wave deflection to adjacent properties; and
(c) Slope of fill will not cause wave run-up or ramping.

(11) Under the buildings or structures, no fill may be used except for minor site grading for drainage purposes. Nonstructural fill may be used on coastal building sites for minor landscaping and site grading for drainage purposes to the extent that the fill does not interfere with the free passage of floodwaters and debris underneath the building or cause changes in flow direction during coastal storms. Changes to site grades, other than those prescribed, must be avoided as they can cause additional damage to buildings on the site or to adjacent buildings.

(12) Prohibit man-made alteration of sand dunes or mangrove stands which would increase potential flood damage.

(13) Permit recreational vehicles in VE Zones and Coastal AE Zones if they meet all of the requirements of Article 4, Section B(4)(d).

ARTICLE 5

VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The Baldwin County Flood Damage Prevention Ordinance Board of Adjustments as established by the County Commission of Baldwin County, Alabama shall hear and decide requests for appeals or variance from the requirements of this ordinance.

SECTION B. DUTIES OF BOARD

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Building Official/Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments may appeal such decision to the Baldwin County Circuit Court.

SECTION C. VARIANCE PROCEDURES

In reviewing requests for variance, the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

(1) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.

(2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.

(3) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.

(4) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.

(5) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.

(6) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community.

(7) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.

(8) The importance of the services provided by the proposed facility to the community.

(9) The necessity of the facility to be at a waterfront location, where applicable.

(10) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area.

(11) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.

(12) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and community infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this ordinance, the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

SECTION D. VARIANCES FOR HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

SECTION E. CONDITIONS FOR VARIANCES

The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections E(3), E(4), F(1) and F(2) of this Article.

(2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.

(3) A variance shall be issued ONLY when there is:
   (a) A finding of good and sufficient cause;
   (b) A determination that failure to grant the variance would result in exceptional hardship; and
   (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(5) Variances shall not be issued “after the fact.”

SECTION F. VARIANCE NOTIFICATION AND RECORDS

(1) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that specifies the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
   a. result in rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
   b. increase the risk to life and property resulting from construction below the base flood level.

(2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.

(3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Building Inspection Department or Judge of Probate for Baldwin County, Recording Division and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

ARTICLE 6
DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

Accessory Structure (also referred to as appurtenant structures) means a structure which is located on the same parcel of property as a principal structure to be insured and the use of which is incidental to the use of the principal structure. They should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. These structures are used solely for parking (two-car detached garages or smaller) or limited storage (small, low cost storage sheds). They are included under the general definition of structure and are consequently subject to all floodplain management regulations pertaining to structures.

Addition (to an existing building) means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a perimeter expansion or enclosure beneath a structure. If it is considered to be a substantial improvement (more than 50% of market value) to a structure, the existing structure will also need to be treated as new construction.

Depending on the flood zone and details of the project, the existing building may not have to be elevated. The determining factors are the common wall and what improvements are made to the existing structure. If the common wall is demolished as part of the project, then the entire structure must be elevated. If only a doorway is knocked through it and only minimal finishing is done, then only the addition has to be elevated.

Appeal means a request for a review of the Building Official/Floodplain Administrator interpretation of any provision of this ordinance.

Area of shallow flooding means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined

channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard (also see "Special flood hazard area") means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the "one percent chance flood").

Base flood elevation means the computed elevation to which floodwater is anticipated to rise during the base flood. It is also the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. Base Flood Elevations are shown in the FIS and on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE.

Basement means any portion of a building having its floor sub grade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system. This is associated with VE Zone (coastal) construction

Building (also see **Structure**) means (1) A structure with 2 or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; or (2) a manufactured home (a "manufactured home," also known as a mobile home, is a structure built on a permanent chassis, transported to its site in 1 or more sections, and affixed to a permanent foundation); or (3) a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

Coastal AE Zone means the portion of the Special Flood Hazard Area (SFHA) to be landward of a Velocity (VE) Zone or landward of an open coast or back-bay area without mapped V-Zones, in which the principal sources of flooding are astronomical tides, storm surges, seiches or tsunamis; not riverine sources. Coastal AE Zones may be subject to wave effects, velocity flows, erosion, scour or combinations of these forces. All community-identified or designated portions of the Special Flood Hazard Area (SFHA) between the landward limit of moderate wave action (the LiMWA or 1.5-foot breaking wave) and the landward limit of the V Zone boundary shall be regulated as VE Zones. Where no VE Zone is mapped in back-bay areas, the Coastal AE Zone is the portion between the high tide line and the landward limit of the 1.5-foot breaking wave.

Coastal Barrier Resources Act means the Coastal Barrier Resources Act of 1982 which prohibits the use of federal development assistance, including federal flood insurance, on property included in the System. While the act does not prevent property in coastal barriers from being developed, it helps to slow or discourage development by prohibiting the use of federal funds, including insurance and loans, from being used to build new property or replace or repair damaged property.

Coastal high hazard area means an area of special flood hazard, extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as VE Zone.

Community means a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Elevated building means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, pilings, posts, columns, piers, or shear walls.

Elevation Certificate means a FEMA form used as a certified statement that verifies a building's elevation information.

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing Construction means any structure for which the "start of construction" commenced before January 20, 1978 or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before January 3, 1978.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

a. The overflow of inland or tidal waters; or
b. The unusual and rapid accumulation or runoff of surface waters from any source.
c. Mudslides which are proximately caused by flooding as described in part "b." of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

d. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in part "a." of this definition.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated the areas of special flood hazard and/or risk premium zones applicable to the community.

Flood Insurance Study/ **Flood Elevation Study** means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide and/or flood-related erosion hazards.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities or structures with their contents.

Floodway (Regulatory Floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard means a factor of safety usually expressed in feet above the Base Flood Elevation (BFE) for purposes of floodplain management which tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. Used to determine the level for a building's lowest floor elevation or level of floodproofing required to be in compliance with the community's floodplain management regulations.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facility that are necessary for the loading and unloading of cargo or passengers, and shipbuilding, and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The Baldwin County Flood Damage Prevention Ordinance Board of Adjustments requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic Structure means any structure that is;

a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:
b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district:
c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
    i. By an approved state program as determined by the Secretary of the Interior, or
    ii. Directly by the Secretary of the Interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Limit of Moderate Wave Action (LiMWA) means the limit of the AE Zone category area exposed to wave attack from waves greater than 1.5 feet during the base (one percent chance) flood on open coastal and inland areas exposed to erosion and wave propagation.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that

such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured home means a building, transportable in one or more section, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the property value (as agreed between a willing buyer and seller), excluding the value of land as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means the average height of the sea for all stages of the tide. It is used as a reference for the base flood elevations shown on a community's Flood Insurance Rate Map (FIRM). For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum.

National Flood Insurance Program (NFIP) means the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry

National Geodetic Vertical Datum (NGVD) means as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means ANY structure (see definition) for which the "start of construction" commenced after January 20, 1978 and includes any subsequent improvements (including additions) to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 20, 1978.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels and motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any

watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or on or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational vehicle means a vehicle which is:

a. Licensed and titled as a recreational vehicle or park model;
b. Built on a single chassis;
c. 400 square feet or less when measured at the largest horizontal projection;
d. Has no attached deck, porch, or shed;
e. Has quick-disconnect sewage, water, and electrical connectors;
f. Designed to be self-propelled or permanently towable by a light duty truck; and
g. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway see **Floodway**.

Remedy a violation means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Section 1316 means no new flood insurance policy or federal disaster assistance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or local zoning authority or other authorized public body, to be in violation of State or local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in floodprone areas. If the structure is made compliant with the applicable community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance and disaster assistance eligibility restored.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

"Permanent construction" does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (*NOTE: accessory structures are NOT exempt from any ordinance requirements*). For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood related damages sustained by a structure on two separate occasions during a 10-year period for

which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include either:

a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or;
b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

Substantially improved existing manufactured home parks or subdivisions is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

VE Zone see Coastal High Hazard Area.

Variance means a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) and corresponding parts of this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 7

SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Ordinance adopted on ____January 3, 1978_____.

BY: ___ALTON WHITE – Chairman – Baldwin County_____

_____

_____

_____

_____

_____

_____
(Signature of Governing Board)

Certified by: ___DAVID C. WOOD - Administrator_____
SEAL

Date: _____

ARTICLE 7
SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional be any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Ordinance adopted on _____.

BY: _____
Charles F. Gruber - Chairman, Baldwin County Commission

SEAL:

Certified By: _____
Ron C. Cink – Interim County Administrator

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

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

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

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

03/20/2019, 03/22/2019, 03/27/2019, 03/29/2019, 04/03/2019, 04/05/2019, 04/10/2019

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

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

x A M Perry
April M. Perry, Legal Ad Representative

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 04/10/2019.

BCC/COASTAL AREA PROGRAM- KIM NE

Acct#: 983389

Ad#: 296929

Flood Damage Prevention Ordinance

Amount of Ad: $399.84

Legal File# Flood Damage Pr

PUBLIC NOTICE

The Baldwin County Commission will hold a public hearing on Tuesday, April 16, 2019, beginning at 8:30 a.m., in the Baldwin County Administration Building, Commission Chambers, Bay Minette, Alabama.

The purpose of this hearing in accordance with the State of Alabama Legislative Act 41-9-166, Title II, Chapter 19, Sections 1 thru 24, of the Code of Alabama 1975; Act 11-19-1 thru 11-19-24, of the Code of Alabama 1975; Act 41-9-165, of the Code of Alabama; is to receive input on the proposed revisions to the unincorporated Baldwin County Flood Damage Prevention Ordinance adopted by the County Commission.

On Tuesday, April 16, 2019, at a regularly scheduled Commission meeting the County Commission will vote to approve or deny the proposed revisions to the unincorporated Baldwin County Flood Damage Prevention Ordinance, in the Baldwin County Administration Building, Commission Chambers, Bay Minette, Alabama.

Copies of the proposed revisions are available for public review at the Foley Satellite Courthouse, Building Inspection Department, 201 East Section Avenue, Foley, Alabama; Fairhope Satellite Courthouse, Building Inspection Department, 1100 Fairhope Avenue, Fairhope, Alabama; Monday thru Friday, during normal business hours or on the Baldwin County Home Page, www.baldwincountyal.gov, click on Department link, then Building Inspection.

March 20-22-27-29;
April 3-5-10, 2019

5710-5963
4-11-19

RECEIVED
APR 2019

Baldwin County Commission

Agenda Action Form

File #: 19-1061, **Version:** 1 **Item #:** DP1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Celena Boykin, Planner
Submitted by: Celena Boykin, Planner

ITEM TITLE
Case No. Z-19010 - LMS Properties, LLC - Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2019-062, which approves Case No. Z-19010, LMS Properties, LLC property, as it pertains to the rezoning of 0.40 acres, more or less, as located in Planning (Zoning) District 33, from RSF-1, Single Family District, to B-1, Professional Business District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property is currently zoned RSF-1, Single Family District, and is occupied with a dwelling and an accessory structure. The requested zoning designation is B-1, Professional Business District. According to information submitted on the rezoning application, the purpose of this request is to build a new dental office. The owner currently has a dental office on the adjacent parcel to the north and would like to build a new 2,400 sq ft dental office on the subject property.

The Planning Commission considered this request at its March 7, 2019 meeting and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration and Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the following:

Wayne Wight
35 Gulf Breeze Pkwy
Gulf Breeze, Florida 32561

LMS Properties LLC
14632 South Blvd.
Silverhill, Alabama 36576

Additional instructions/notes: Planning and Zoning Department - Amend Zoning Map

Baldwin County Planning & Zoning Department

Baldwin County Planning Commission Staff Report

Agenda Item 7.b
Case No. Z-19010
LMS Properties LLC Property
Rezone RSF-1, Single Family District to B-1, Professional Business District
March 7, 2019

Subject Property Information

Planning District: 33
General Location: NE corner of Ickler Av N and Santa Piedro St.
Physical Address: 12626 Santa Piedro St., Lillian, AL
Parcel Numbers: 05-52-07-26-0-002-025.000
Existing Zoning: RSF-1, Single Family District
Proposed Zoning: B-1, Professional Business District
Existing Land Use: Residential
Proposed Land Use: Commercial/Dental Office
Acreage: 0.4 ± acres
Applicant: Wayne Wight
35 Gulf Breeze Pkwy
Gulf Breeze, FL 32561
Owner: LMS Properties LLC
14632 South Blvd
Silverhill, AL 36576
Lead Staff: Celena Boykin, Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Commercial (Dental Office)	B-2, Neighborhood Business District
South	Residential	RSF-1, Single Family District
East	Residential	RSF-1, Single Family District
West	Fire Station	Santa Piedro St., RSF-1, Single Family District

Summary

The subject property is currently zoned RSF-1, Single Family District, and is occupied with a dwelling and an accessory structure. The requested zoning designation is B-1, Professional Business District. According to information submitted on the rezoning application, the purpose of this request is to build a new dental office.

The owner currently has a dental office on the adjacent parcel to the north and would like to build a new 2,400 sq ft dental office on the subject property.

Current Zoning Requirements

Section 4.2 RSF-1, Single Family District

4.2.1 *Generally*. This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

4.2.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

4.2.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

4.2.4 *Special exception*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

4.2.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet

Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Section 5.1 B-1, Professional Business District

5.1.1 *Purpose and intent.* The B-1, Professional Business and Office District, is intended to allow a concentration of office type buildings and land uses that are most compatible with, and located near, residential areas. Most B-1 commercial, professional and business office districts will be placed in close proximity to residential areas, and therefore serve as a transitional zoning district between residential areas and higher intensity commercial zoning districts. The types of office uses permitted are those that do not have high traffic volumes throughout the day, which extend into the evening hours. They will have morning and evening short-term peak conditions. The market support for these office uses should be those with a localized basis of market support as opposed to office functions requiring inter-jurisdictional and regional market support. Because office functions have significant employment characteristics, which are compounded when aggregations occur, certain personal service uses shall be permitted, to provide a convenience to office-based employment. Such convenience commercial uses shall be made an integral part of an office building as opposed to the singular use of a building.

5.1.2 Permitted uses. The following uses are permitted as of right, or as uses accessory to permitted uses in the B-1, Professional Business and Office District:

(a) Accessory structures and uses
(b) Bank
(c) Barber shop or beauty parlor
(d) Child care center
(e) Child care institution
(f) Church or similar religious facility
(g) Clinic or dentist office (medical, dental, psychiatric)
(h) Club or lodge
(i) Extraction or removal of natural resources on or under land
(j) Fire station
(k) Laboratory (scientific, medical or dental)
(l) Library
(m) Office
(n) Optician
(o) Police station
(p) Post office
(q) School (public or private)
(r) Silviculture
(s) Studio for dance, music, photography, painting, etc.
(t) Water well (public or private)

5.1.3 Conditional uses. The following uses are permissible as conditional uses in the B-1 Commercial Professional and Business Office District, subject to the standards and procedures established in Section 18.11: Conditional Uses:

(a) Arboretum
(b) Ball field
(c) Golf course
(d) Park or playground
(e) Riding academy
(f) Swimming pool (outdoor)
(g) Tennis court (outdoor)
(h) Wildlife sanctuary
(i) Dwellings, in combination with commercial uses, subject to the standards listed under Section 5.1.4: Mixed uses

5.1.4 Mixed uses. Mixed residential and commercial uses may be permissible as conditional uses in the (B-1) commercial professional and Business office district, subject to the standards and procedures established in Section 18.11: Conditional Uses, and subject to the following criteria:

(a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks, and type of equipment;

(b) The residential uses shall be designed so that they are compatible with the commercial uses;

(c) Residential and commercial uses shall not occupy the same floor of a building;

(d) Residential and commercial uses shall not share the same entrances;

(e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-1 district. A dwelling unit density of .5 (1/2) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed use project exceed 4 dwelling units per acre;

(f) Building height shall not exceed three stories;

(g) A minimum of 30 percent of the mixed use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained);

(h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible, and;

(i) Off-street parking spaces for the mixed residential and commercial uses shall be the sum total of the residential and commercial uses computed separately (See Article 15: Parking and Loading Requirements).

5.1.6 Lighting standards. The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward a property designated residential, which is located within 200-feet of the source of the light.

5.1.7 Distance between structures. If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.

5.1.8 Landscaping and buffering. All B-1, Professional Business and Office District, uses shall meet the requirements of Article 17: Landscaping and Buffers.

Agency Comments

ADEM: No comments received.

Permit/Subdivision Manager, Seth Peterson: I do not have comments on the rezoning, however if approved our office would need to review stormwater improvements and ROW improvements for the proposed site during the permitting process.

Baldwin County Highway Department, Frank Lundy: The Maintenance Section does not have any comments to add.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently occupied with a dwelling and an accessory structure. The property adjoins Santa Piedro Street to the west. The adjoining properties are residential and commercial.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 33 was approved by the Baldwin County Commission on August 6, 2002. The adjacent property to the north was rezoned to B-2 in 2005. This area does have a mixture of residential and commercial.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides a future land use designation of Residential for the subject property. If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Commercial.

4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any conflicts.

5.) Will the proposed change adversely affect traffic patterns or congestion?

In 5.1.1, Purpose and intent of B-1, of the Zoning Orrdiance it states*:* The B-1, Professional Business and Office District, is intended to allow a concentration of office type buildings and land uses that are most compatible with, and located near, residential areas. Most B-1 commercial, professional and business office districts will be placed in close proximity to residential areas, and therefore serve as a transitional zoning district between residential areas and higher intensity commercial zoning districts. The types of office uses permitted are those that do not have high traffic volumes throughout the day, which extend into the evening hours. They will have morning and evening short-term peak conditions.

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.

See response to Standards Number 1 and 2.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Yes, as stated above, the intent of B-1 zoning is to allow a concentration of office type buildings and land uses that are most compatible with, and located near, residential areas. Most B-1 commercial, professional and business office districts will be placed in close proximity to residential areas, and therefore serve as a transitional zoning district between residential areas and higher intensity commercial zoning districts.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff anticipates no adverse impacts.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts.

11.) Other matters which may be appropriate.

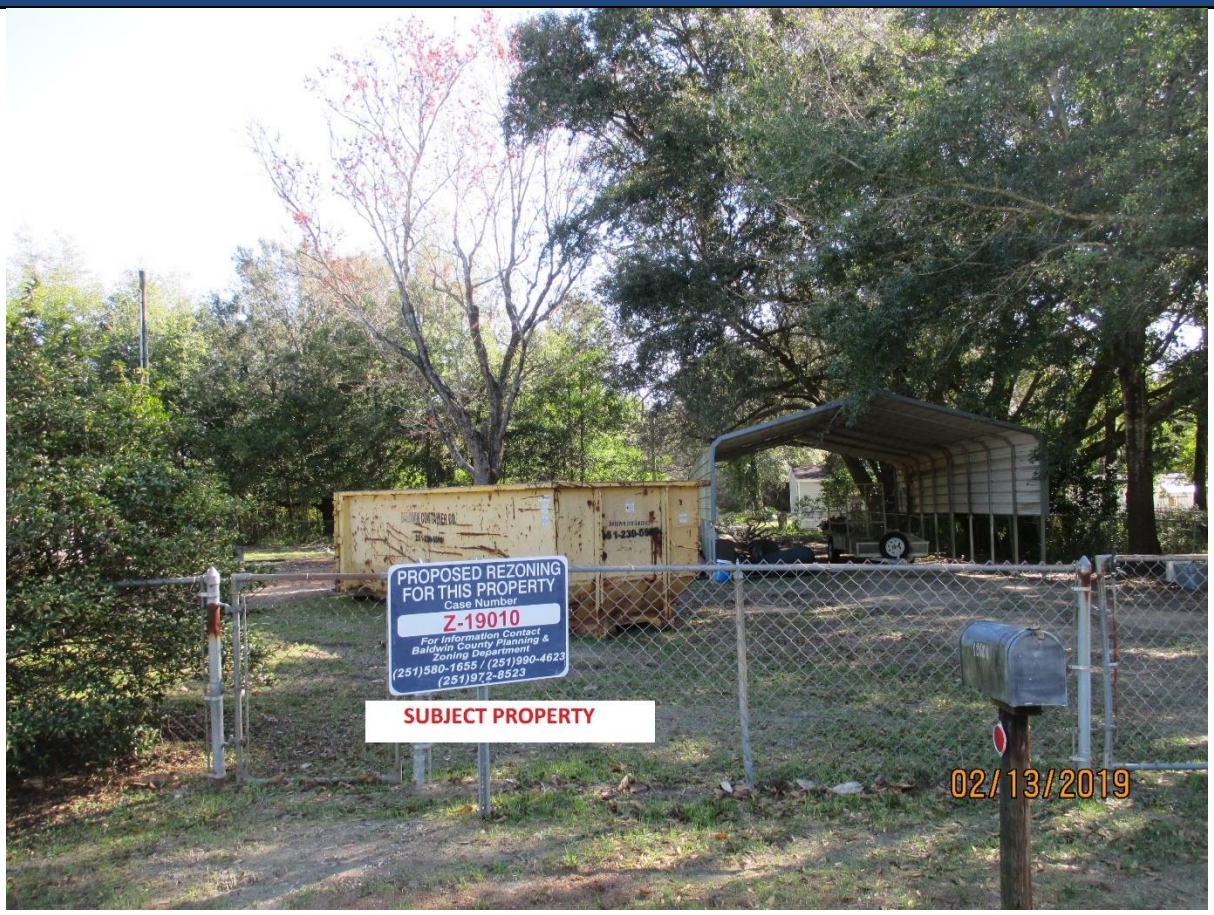
Staff Comments and Recommendation

As stated previously, The subject property is currently zoned RSF-1, Single Family District, and is occupied with a dwelling and an accessory structure. The requested zoning designation is B-1, Professional Business District. According to information submitted on the rezoning application, the purpose of this request is to build a new dental office. The owner currently has a dental office on the adjacent parcel to the north and would like to build a new office.

Staff has no major concerns with this request. Unless information to the contrary is revealed at the public hearing, staff recommends **APPROVAL** of Case Z-19010 to the County Commission. *

**On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

Property Images

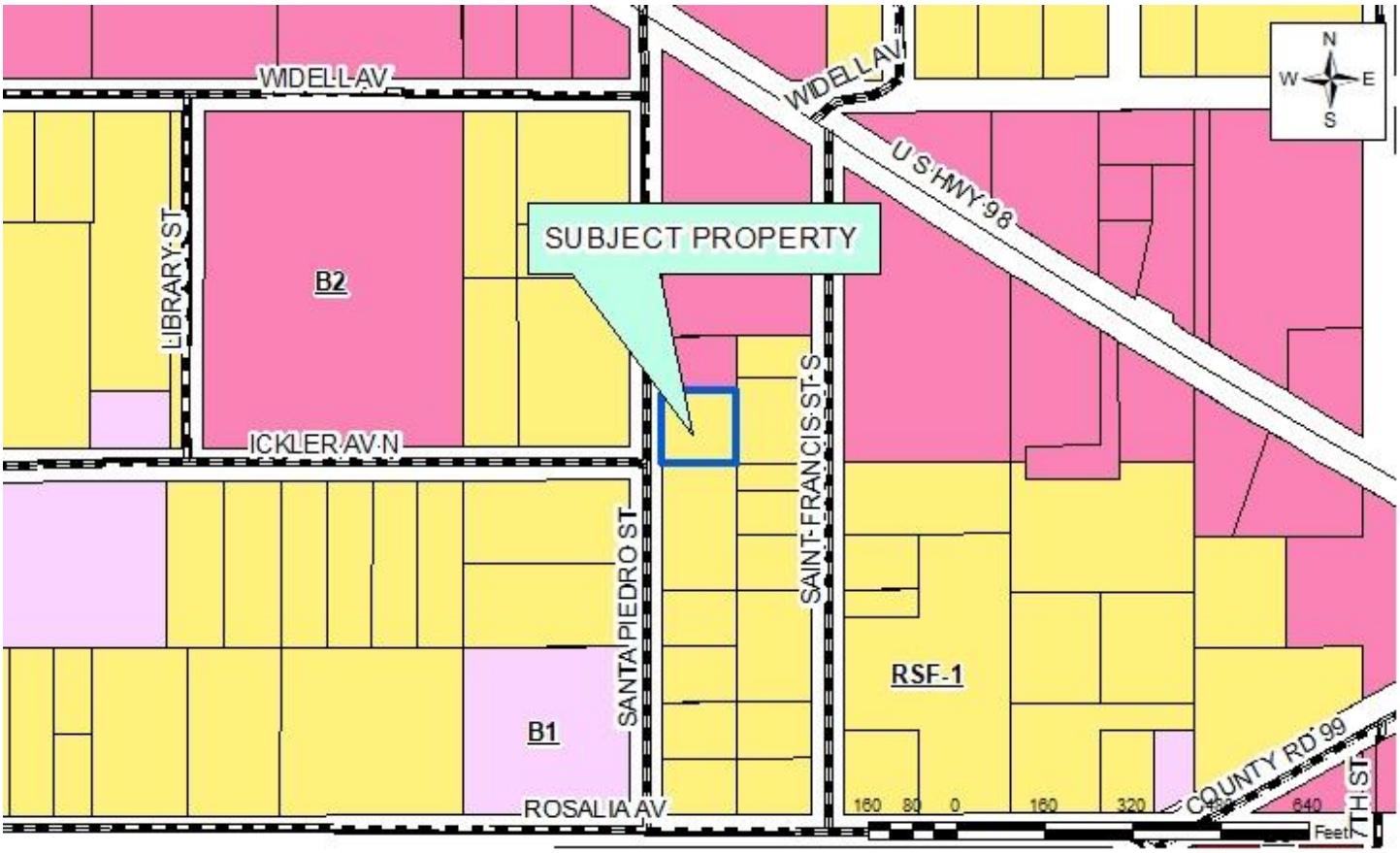


ADJOINING PROPERTY
TO THE WEST
"FIRE STATION"
02/13/2019

ADJOINING RESIDENCE
TO THE SOUTH
02/13/2019

Dr. Arielle Spivey
P: 251-961-3737
12658 S. Santa Piedro St.
Lillian, AL 36549
ADJOINING PROPERTY
TO THE NORTH
"DENTIST OFFICE"
02/13/2019

Locator Map



Site Map

(Commission Members say "aye" in unison.)

CHAIRMAN SAM DAVIS: All oppose?

(No response.)

CHAIRMAN SAM DAVIS: Motion carries unanimously.

MS. D. J. HART: Thank you.

7-B - CASE Z-19010, LMS PROPERTIES LLC PROPERTY

CHAIRMAN SAM DAVIS: Next case is Z-19010, LMS Properties, LLC.

MS. CELENA BOYKIN: All right. This is a request to re-zone zero-point-four (0.4) acres from RSF-1, Residential, to B-1, which is a Professional Business District, to allow construction of a new dental office.

The subject property is located in Planning District 33 in the Lillian area. Here is a map of the zoning. As you see, the subject property is zoned RSF-1. There is also some B-2, commercial zoning to the north.

Here is the aerial photography of the subject property. Currently there is a home on the subject property. I believe it's going to -- fixing to be removed.

The applicant is wanting to build a dental -- twenty-four hundred (2400) square foot dental office. The property just adjacent to the north is zoned B-2. There is currently a dental office on that property. And the applicant is moving, is wanting to build a new dental

office and move the business to this parcel that's highlighted in blue right there.

Here's some pictures of adjacent -- to the west is a fire station. And then the property to the south is residential. It has a home on it. This is the current dental office to the north.

And staff has recommended approval. B-1, the Professional District, is usually placed in close proximity to residential areas; and, therefore, it serves as a transitional zoning between residential areas and higher intensity commercial zoning districts.

CHAIRMAN SAM DAVIS: Any questions for staff?

(No response.)

CHAIRMAN SAM DAVIS: Okay. We'll open the public hearing at this point. There are several people signed up in favor, no one in opposition. Would the applicant like to come to the podium?

MR. WAYNE WIGHT: How are y'all doing?

CHAIRMAN SAM DAVIS: Fine. How about y'all?

MR. WAYNE WIGHT: Good.

CHAIRMAN SAM DAVIS: Good.

MR. WAYNE WIGHT: This is Dr. Spivey, and I'm the general contractor, Wayne Wight.

CHAIRMAN SAM DAVIS: All right. Pretty straightforward and no opposition. So I'm assuming that y'all talked to your neighbors, and everyone is in favor?

MS. ARIELLE SPIVEY: Right. The neighbors across the street and next to us are in favor. And, of

course, I am in favor. It's going to be a building --

CHAIRMAN SAM DAVIS: If you will --

MS. ARIELLE SPIVEY: I'm sorry.

CHAIRMAN SAM DAVIS: We're having trouble hearing you.

MS. ARIELLE SPIVEY: It's going to be a building, steel framed, but it's going to be hardy board on the outside just like what's there already. It's just going to be a different color. It shouldn't be too much of a change in style.

CHAIRMAN SAM DAVIS: Okay. Any questions for these folks?

(No response.)

CHAIRMAN SAM DAVIS: Thank y'all.

MS. ARIELLE SPIVEY: Thank you.

MR. WAYNE WIGHT: Thank you.

CHAIRMAN SAM DAVIS: All right. We'll close the public hearing at this point. There being no opposition, this will be a recommendation to the County Commission. Is there motion to do so?

COMMISSION MEMBER DANIEL NANCE: Motion to make approval recommendation to the County Commission.

CHAIRMAN SAM DAVIS: Okay. There is a motion to recommend approval. Is there a second?

COMMISSION MEMBER DEWANE HAYES: I'll second.

CHAIRMAN SAM DAVIS: There's a second. All in favor, say aye.

(Commission Members say "aye" in unison.)

CHAIRMAN SAM DAVIS: All opposed?

(No response.)

CHAIRMAN SAM DAVIS: Carries unanimously.

8 - CONSIDERATION OF APPLICATIONS AND REQUESTS: SUBDIVISION CASES

8-A - CASE S-14013, MAGNOLIA SHORES, PHASE 1 & 2 - DEVELOPMENT PERMIT 24-MONTH EXTENSION REQUEST

CHAIRMAN SAM DAVIS: Next case S-14013, Magnolia Shores, Phase 1 & 2.

COMMISSION MEMBER BRANDON BIAS: Mr. Chairman, I'm going to have to recuse myself from this discussion.

CHAIRMAN SAM DAVIS: Okay. Thank you. There's one recusal. Can we have a staff report?

MR. SETH PETERSON: Hi there. S-14013, Magnolia Shores Phase 1 and 2, this is a request to extend the development permit approval.

When a development permit is approved for a subdivision, that approval is good for a two (2) year period. At the end of that period, if the final plat has not been recorded, the applicant may request up to a twenty-four (24) month extension. That's what they are doing.

This property is located in District 14. It's un-zoned. It's on south side of Underwood Road between Norris Lane and Joe Norris Lane.

There is fifty-eight-point-six-three (58.63) total acres, a hundred and forty-two (142) proposed lots.

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-19010

LMS Properties LLC Property

Re-Zone RSF-1 to B-1

3/7/2019

Motion: TO RECOMMEND APPROVAL

Made by: DANIEL NANCE

Motion Seconded by: DEWAN HAYES

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*	-	-
Dewane Hayes	**X**	
Kevin Murphy	**X**	
Doug Thomas	**A**	
Bonnie Lowry	**X**	
Daniel Nance	**X**	
Arthur Oken	**X**	
Brandon Bias	**X**	
Nancy Mackey	**X**	

**The Chairman only votes in the event of a tie.*

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 7-0

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2019-062

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-19010, LMS Properties LLC Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Wayne Wight has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 33, for property identified herein and described as follows:

130'X135' SEC 26-7-6 PLUS THAT PT N1/2 VACATED ICKLER ST ADJ
ON S SIDE IN SEC 26 BLK 35 LOT 13-14 + PLAT BK 1 PG 92
LILLIAN PLAT #2 (WD)

Otherwise known as tax parcel number, **05-52-07-26-0-002-025.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-1, Single Family District, to B-1, Professional Business District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on March 7, 2019, and voted to recommend approval of rezoning to B-1, Professional Business District; and

WHEREAS, the Baldwin County Commission held a public hearing on April 16, 2019; 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. 33 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. Z-19010, LMS Properties LLC Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 33 from RSF-1, Single Family District, to B-1, Professional Business District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 33 Official Map, is hereby **APPROVED.**

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **16th** day of **March 2019.**

_____
Honorable Charles F. Gruber, Chairman

ATTEST

_____
Wayne Dyess, County Administrator

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

CC: Sharon Grant, Accounting

Date: 4/9/2019

Re: Z-19010 LMS Properties LLC

Proof of Advertisement for the Baldwin County Commission Planning and Zoning Commission Public Hearing on 3/7/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-19010, LMS Properties LLC

The Planning and Zoning Commission meeting was held **March 7, 2019**.

The County Commission public hearing is scheduled for **Tuesday April 16, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

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

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

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace 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:

02/20/2019

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

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

X _____
April M. Wallace, Legal Ad Representative

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 02/20/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 296029

Case No. Z-19010 LMS Properties LLC Property

Amount of Ad: $105.84

Legal File# Case No. Z-1901

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567

Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING
Case No. Z-19010
LMS Properties LLC Property
Planning District 33

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Wayne Wight on behalf of Robert Spivey of LMS Properties LLC, owner of property located at 12626 Santa Piedro St in Planning District 33. The applicant is requesting approval to rezone 0.4± acres from RSF-1 Single Family District to B-1 - Professional Bus. District. The Parcel Identification Number is 05-52-07-26-0-002-025.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, March 7, 2019, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 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 Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
February 20, 2019

RECEIVED
2/23/19
dlg Hart

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

CC: Sharon Grant, Accounting

Date: 4/9/2019

Re: Z-19010 LMS Properties LLC

Proof of Advertisement for the Baldwin County Commission Public Hearing on 4/16/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-19010, LMS Properties LLC

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Thank You,

DJ Hart

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The Baldwin Times

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PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

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03/20/2019, 03/27/2019, 04/03/2019

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

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

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

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 04/03/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 297057

Case No. Z-19010 LMS Properties LLC Property

Amount of Ad: $310.80

Legal File# Case No. Z-1901

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
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The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, April 16, 2019, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

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March 20-27; April 3, 2019

RECEIVED
4/9/18

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached ~~advertisement~~ & The Courier, The Islander & The Onlooker

Appeared in 1 Issue of Gulf Coast Media.

Publication Date(s):

March 27th 2019

Account # 987101 PO # Z-19010

Cost $ 312 Ad # 238575

Bethy Randall

Bethany Randall

Sales Representative

Bill To:

Baldwin Co. Planning & Zoning
22251 Palmer St
Robertsdale, Alabama. 36567

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 28th day of March, 20 19

Amber Kimble

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
4/3/19
DG Hart

DayBreak Senior Daycare celebrates Mardi Gras with TOI

Submitted

The seniors at DayBreak Senior Daycare were thrilled to be visited by members of the Treasures of the Isle (TOI) as the krewe made its annual Goodwill Mardi Gras Tour. The Goodwill Tour aims to provide a special Mardi Gras celebration for those in our community who may not otherwise have the opportunity to enjoy this holiday. Everyone had a great time and all the seniors received gifts. Pictured here, enjoying the revelerie of the Mardi Gras celebration are the costumed krewe from TOI and the participants of DayBreak.

DayBreak Senior Daycare provides a secure, loving environment where individuals suffering from Alzheimer's or other forms of dementia are encouraged to participate in playing games, craft projects, singing, exercising and social interaction. The senior daycare provides participants' fulltime caregiver with short term relief from the unrelenting demands of care giving by providing time out to grocery shop, attend support groups, or visit friends and family.

All DayBreak Senior Daycare participants must be pre-registered. The program is not designed to provide medical or counseling services but to provide support for the caregivers and their loved ones. It is offered every Monday and Wednesday from 10 a.m. to 2 p.m. and is located in Building B on the South Campus of Gulf Shores United Methodist Church. Cost is $20 per visit and includes a hot lunch. For more information about DayBreak please contact Marianne Hawkins at 251-752-1849 (jhhmsh@gulftel.com) or Amelia Fletcher at 251-968-2411 (amelia@gulfshoresumc.org).

SUBMITTED PHOTO

Lunch-n-learn

JOHN UNDERWOOD / STAFF PHOTO

The George P. Thames Adult Activity Center hosted a lunch-n-learn on Thursday, Feb. 21 at the Adult Activity Center on East Chicago Street in Robertsdale. Robertsdale City Council member Ruthie Campbell addressed those in attendance about upcoming events for the Alabama Bicentennial, improvements to Honeybee Park in preparation of the city's centennial in 2021 and the city's Arbor Day celebration, which was held Feb. 23. Lunch-n-learn is held the third Thursday of every month at the center, which hosts daily, weekly and monthly events for adults over age 50. For more information contact the center at 251-947-8900.

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address	Physical Address	Foley Office
22251 Palmer Street	22070 Highway 59	201 East Section Avenue
Robertsdale, AL 36567	Robertsdale, AL 36567	Foley, AL 36535
Phone: (251) 580-1655	Phone: (251) 580-1655	Phone: (251) 972-8523
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Planning District 33

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Bay Minette FD announces promotion

SUBMITTED PHOTO

Bay Minette Fire Chief Mike Minchew has announced the promotion of three firefighters to the rank of Lieutenant. They include, from left, Bobby Dolan, Brian Dees and Hunter Smith. Minchew said all three men are each backed by years of experience, dedication and a long road of training. They assumed their new positions Feb. 20.

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or call our office at 251-943-2151 and we'll sign you up!

Be the first to know what's happening in Baldwin from Gulf Coast Media's new e-newsletter.

GULF COAST MEDIA
THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Baldwin County Commission

Agenda Action Form

File #: 19-1031, **Version:** 1 **Item #:** EA1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Kimberly Creech, Clerk/Treasurer
Eva Cutsinger, Senior Accountant
Submitted by: Sharon Grant, Accounts Payable Supervisor

ITEM TITLE
Payment of Bills

STAFF RECOMMENDATION
Pay bills totaling $3,577,598.47 (three million, five hundred seventy-seven thousand, five hundred ninety-eight dollars and forty-seven 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, $69,734.04 (sixty-nine thousand, seven hundred thirty-four dollars and four cents) is payable to the Baldwin County Board of Education for its 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: April 16, 2019

Vendor Name	Amount	Brief Description
Regions Bank Corp Trust	280,416.15	2015 Warrant
	183,141.67	2010 Warrant
	148,315.63	2013 Warrant
	82,941.67	2012 Warrant
	32,732.50	2014 Warrant
Baldwin Co. Bd. Of Education	178,089.60	Sales Tax
	(108,355.56)	Use Tax
	3,146.75	Meals; JDC
S Alabama Regional Planning Comm.	44,916.00	Pro-Rata Share; 2nd FY19
	992.15	Temporary Labor
	422.04	Meal Donations; March 2019
	25.00	Training
Thompson Tractor Co	530,689.00	Caterpillar Track Loader; Solid Waste
	33,280.98	Repairs & Maintenance
Middleton Construction LLC	286,762.29	Intersection CR32/CR55 Project
Mobile Asphalt Co LLC	223,657.35	Road Building Materials
QCHC of Alabama Inc	130,333.33	Medical Services; April 2019
City of Robertsdale	112,679.31	School Resource Officers
Historic Blakely Authority	99,530.55	Historic Parks Distribution; 2nd Qtr FY19
City of Spanish Fort	97,634.17	School Resource Officers
Solid Waste Fund	90,408.60	Tipping Fees; March 2019
Petroleum Traders Corporation	78,319.69	Fuel
Partners Managing Gen. Underwriters	63,444.28	Insurance Premium; BCBS
Symbol Health Solutions LLC	52,156.41	Medical Services
Alabama Pipe & Supply Co Inc	51,953.28	Pipes & Supplies
Cell Tower Solutions LLC	49,750.00	Detailed Valuation Report; Cell Towers
Altapointe Health Systems Inc	49,680.00	Cigarette Tax; March 2019
City of Gulf Shores	47,612.85	School Resource Officers
Mobile Infirmary Association	46,178.26	Medical; Inmates
Baldwin Cnty General Fund	44,962.27	FY19 Indirect Support; Solid Waste
Hosea O Weaver & Son Inc	44,484.17	Road Building Materials
Juvenile Detention Fund	37,688.28	Cigarette Tax; March 2019
Blackburn & Conner PC	27,013.63	Legal Services; March 2019
Stantec Consulting Services	23,046.00	Bridge Replacement; Polecat Creek
Vulcan Materials Co	20,458.50	Road Building Materials
TOTAL	**3,088,506.80**	

Baldwin County Commission
Accounts Payable Payments
April 16, 2019

	Vendor Summary	Totals
1	4IMPRINT INC	256.19
2	AARON MEDIA SERVICES	2,850.00
3	ACCA LIABILITY SELF INSURANCE FUND	5,309.00
4	AL STATE DEPT OF LABOR	75.00
5	ALABAMA ASSN OF EMERGENCY MANAGERS-AAEM	50.00
6	ALABAMA DISTRICT JUDGES ASSN	400.00
7	ALABAMA PIPE & SUPPLY CO INC	51,953.28
8	ALABAMA TANK INC	1,676.00
9	ALABAMA TRANSPORTATION PLANNERS ASSN	250.00
10	ALMS PUMP SERVICE	150.00
11	ALTA POINTE HEALTH SYSTEMS	49,680.00
12	ANDREWS, SUSAN R	3,252.22
13	ARD, LILLIE H	80.80
14	ASHBERRY LANDFILL LLC	98.00
16	ASSN OF ALABAMA TAX ADMINISTRATOR	800.00
17	AUTO ZONE - FOLEY	142.71
18	AUTO ZONE - ROBERTSDALE	246.96
19	B & D AUTOMOTIVE	99.75
20	BAKER DISTRIBUTING CO	39.94
21	BALDWIN CNTY BOARD OF EDUCATION	72,880.79
22	BALDWIN CNTY CORONER'S OFFICE	11,072.25
23	BALDWIN CNTY FAMILY VIOLENCE PROJECT	2,569.66
24	BALDWIN CNTY GENERAL FUND	44,962.27
25	BALDWIN CNTY HUMAN RESOURCES DEPT	856.56
26	BALDWIN CNTY JUDGE OF PROBATE	54.00
27	BALDWIN CNTY LIBRARY COOPERATIVE INC	3,111.14
28	BALDWIN CNTY SHERIFF'S BOYS RANCH	2,569.66
29	BALDWIN CNTY SHERIFF'S OFFICE	4,025.14
30	BALDWIN CNTY SOLID WASTE	561.20
31	BALDWIN LOCKSMITH LLC	140.00
32	BALDWIN SIGNS	570.00
33	BALDWIN TRACTOR	1,815.58
34	BALDWIN TROPHIES	45.00
35	BALDWIN YOUTH SERVICES	1,444.40
36	BALER & COMPACTOR SERVICES	4,335.32
37	BALL, JAMES E	169.82
38	BAS, MARY AMANDA	32.48
39	BAUMAN, ROY W	16.00
40	BAY IMAGES	107.00
41	BAY MINETTE ANIMAL CLINIC	62.00
42	BAY MINETTE BUILDING SUPPLY	581.77
43	BAY MINETTE YOUTH PROGRAM	2,569.66
44	BAY PAPER	636.84
45	BAY SIDE RUBBER & PRODUCTS	2,575.24
46	BAY UTILITY TRAILERS INC	110.00
47	BB&T-CREATIVE PAYMENT SOLUTIONS	154.30
48	BEARD EQUIPMENT - POWERPLAN	690.54

Baldwin County Commission
Accounts Payable Payments
April 16, 2019

	Vendor Summary	Totals
49	BEARD EQUIPMENT CO - MOBILE	3,328.09
50	BEASLEY, GARY	14.00
51	BEEBE'S PEST & TERMITE CONTROL	494.50
52	BELL'S HOMETOWN PHARMACY	20.00
53	BESSINGER, KRISTY	14.00
54	BLACK, LILLIAN	55.20
55	BLACKBURN & CONNER PC	27,013.63
56	BLANSHAN, STEVEN	30.00
57	BLANSHAN, STEVEN P	21.00
58	BLOSSMAN GAS	223.71
59	BLUE SHEET, THE	120.00
60	BOB BARKER CO INC	7,445.65
61	BOSS/BUSINESS ORIENTED SOFTWARE SOL	4,174.80
62	BOUNDS, MOLLY	60.00
63	BRAMLETT'S GLASS	600.00
64	BRANTLEY'S TIRES OF BAY MINETTE, LLC	36.44
65	BRAY, LAURI	30.00
66	BRINK'S INCORPORATED	1,473.40
67	BUILDERS HARDWARE & SUPPLY CO	342.39
68	BYRD, BRANDY R	46.34
69	C R PATE LOGGING, INC	12,426.36
70	CAMPBELL HARDWARE & SUPPLY CO	670.95
71	CARE HOUSE INC	6,424.13
72	CDW - GOVERNMENT, INC	10,575.49
73	CELL TOWER SOLUTIONS LLC	49,750.00
74	CERTIFIED LABORATORIES	3,354.16
75	CHAMBERS GLASS	230.00
76	CHANCE, TAMMY D	106.49
77	CHARM-TEX INC	129.00
78	CHUCK STEVENS AUTO INC	1,128.15
79	CHUCK STEVENS CHEVROLET	127.50
80	CINDY HABER CENTER INC	10,706.90
81	CINTAS - UNIFORMS	5,713.35
82	CINTAS FIRST AID & SAFETY	710.93
83	CINTAS LOCATION #211	1,240.00
84	CITY ELECTRIC SUPPLY - C.E.S.	510.12
85	CLARK, ESTER M	10.40
86	CLAYTON, MITCHELL & BRITTANY	30.00
87	COASTAL AL COM COLLEGE	3,507.50
88	COMMERCIAL & COIN LAUNDRY EQUIPMENT CO	4,725.00
89	COMMUNICATIONS STORE	28.48
90	COMMUNITY TRANSPORTATION ASSN OF AM	1,700.00
91	COPELAND, DONNA	30.00
92	COPY PRODUCTS COMPANY	1,303.99
93	COX, DEANNA VICICH	600.00
94	CUTRO, BEVERLY G	15.20
96	DADE PAPER & BAG CO	6,072.72

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	Vendor Summary	Totals
97	DAIRY FRESH OF AL	4.77
98	DANA SAFETY SUPPLY INC	572.88
99	DAPHNE SEARCH & RESCUE UNIT	3,721.06
100	DAPHNE YOUTH PROGRAM, CITY OF	2,569.65
101	DAWN HOUSE	2,569.66
102	DISTRICT ATTORNEY'S OFFICE	527.39
103	DIVERSIFIED COMPUTER SERVICES LLC	1,227.85
104	DIXON, BABETTE	144.00
105	DRUMMOND, NANCY A & MICHAEL N	16.00
106	DSD SERVICES GROUP LLC	2,000.00
107	DUMAS, SHANNON RENE	41.00
108	ELLIOTT, THOMAS CHRISTOPHER	1,731.53
109	EMPLOYMENT SCREENING SERVICE INC	4,949.95
110	EQUIPMENT SALES CO	11,853.90
111	ESTATE OF THOMAS EARL TUCKER	48.00
112	ETOWAH CHEMICAL SALES & SERVICE	765.00
113	EVANS MFG	5,676.64
114	EXPRESS OIL CHANGE -ROBERTSDALE	212.96
115	FAIRHOPE YOUTH PROGRAM, CITY OF	2,569.66
116	FASTENAL	326.99
117	FEDEX	86.02
118	FLEETPRIDE	6,095.24
119	FLORES & ASSOCIATES	840.75
120	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	10,032.00
121	FOLEY YOUTH PROGRAM, CITY OF	2,569.66
122	FORTILINE INC	2,044.80
123	FOUNTAIN CORRECTIONAL FACILITY	1,380.00
124	FUDGE, PAIGE A	30.00
125	G & C SUPPLY COMPANY INC	9,475.60
126	G C SPECIALTIES INC	450.00
127	GALL'S LLC	1,484.50
128	GAUTNEY, WANDA FAIL	228.00
129	GAYLORD BROTHERS	398.20
130	GCIS SUPPLY CO/GULF COAST IND SERV SUP	192.00
131	GLOBAL INDUSTRIES INC	262.08
132	GOWAN, CONNIE E	0.80
133	GRAYBAR ELECTRIC CO INC	852.32
134	GRIFFIN, YVONNE	30.00
135	GT DISTRIBUTORS INC	1,550.88
136	GULF COAST NEWSPAPERS	525.96
137	GULF COAST TRUCK & EQUIPMENT CO	913.84
138	GULF ICE SYSTEMS INC	2,875.56
139	GULF SHORES POWER SPORTS	19.98
140	GULF SHORES, CITY OF	47,612.85
141	HAGAN FENCE OF BALDWIN COUNTY	23.44
142	HALL, LINDSEY & NICHOLAS	30.00
143	HALL'S AUTO SUPPLY	81.99

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144	HARBOR COMMUNICATIONS LLC	3,559.13
145	HAWK, JOHN	14.00
146	HELENA CHEMICAL CO	651.30
147	HENDERSON, KENDEL DYETT	92.80
148	HIGHLAND TECHNICAL SERVICES INC	4,860.00
149	HIGHLAND WAKE CONSTRUCTION, LLC	5,911.05
150	HI-LINE - FOR PURCHASE ORDERS	511.43
151	HILL'S PET NUTRITION INC	319.44
152	HISTORIC BLAKELY AUTHORITY	99,530.55
153	HOLCOMBE, DENISE	30.00
154	HOLLAND'S PAINT & BODY	1,654.25
155	HOLLIS, HELEN	30.00
156	HOSEA O. WEAVER & SON INC	44,484.17
157	HUGGINS, STEPHEN T	27.00
158	HUNTER EQUIPMENT GULF COAST	514.60
159	HUNTER SECURITY INC	1,998.74
160	HYDE, MARILYN ANN	10.00
161	INDUSTRIAL PARTS SUPPLY	122.55
162	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	651.00
163	INFIRMARY OCCUPATIONAL HEALTH PC	1,351.00
164	INGRAM EQUIPMENT LLC	1,168.51
165	J&R SYSTEM INTEGRATION LLC/SECURITY 101	600.00
166	JAYJOHN, WILMA L	12.00
167	JOHNSON CONTROLS	2,502.96
168	JOHNSON, AVA	30.00
169	JOHNSON, JAMES B	7,758.77
170	JOHNSON, NADINE	9.60
171	JOHNSON, THOMAS	30.00
172	JUBILEE ACE HOME CENTER	2.83
173	JUVENILE DETENTION FACILITY	37,688.28
174	KEEFE SUPPLY CO	300.00
175	KEET CONSULTING SERVICES LLC	5,950.00
176	KEITH, BOUY	14.00
177	KESSLER, NICK	30.00
178	KIMBALL MIDWEST	354.06
179	KOSTELECKY, BARBARA	6.40
180	LAMBERTH, DOROTHY	5.60
181	LASSITER, JONATHAN G	16.00
182	LEGACY LEADERSHIP SERVICES LLC	700.00
183	LILLQUIST, PEGGY ESTATE OF	6.40
184	LONG'S HUMAN RESOURCE SERVICE	4,060.26
185	LOTT, KYRA	16.00
186	LOWER ALABAMA SEARCH & RESCUE	3,721.07
187	LOWE'S - DAPHNE	291.71
188	LOWE'S - FOLEY	594.54
189	LOXLEY CWC GENERAL FUND	9,075.00
190	LUDKE, SALLY MORGAN	27.55

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	Vendor Summary	Totals
191	MAC'S AUTOGLASS LLC	120.00
192	MADISON, ROBERT T	209.00
193	MAHONEY, ANGELA	30.00
194	MARTIN, NATHAN	4.00
195	MATTHEW BENDER	291.31
196	MATTHEWS, GLEN D & JACKIE	32.00
197	MAYO, RAYMOND E	41.00
198	MCCORMICK, LORI	30.00
199	MCDONALD, KAREN T CSR	450.00
200	McGRIFF TIRE CO INC	11,019.49
201	MCPHERSON OIL CO INC/DBA FUELMAN	2,872.65
202	MIDDLETON CONSTRUCTION LLC	286,762.29
203	MIDDLETON, CHANDRA K	64.00
204	MIDDLETON, SARAH DANIELLE	110.00
205	MILLER, DOROTHY	30.00
206	MOBILE ASPHALT CO LLC	223,657.35
207	MOBILE INFIRMARY ASSOCIATION	46,178.26
208	MOBILE MACHINE AND HYDRAULICS LLC	1,191.12
209	MOBILE PRESS REGISTER	2,784.52
210	MONTGOMERY ADVERTISER	1,220.10
211	MOTOROLA SOLUTIONS INC	1,219.08
212	NEOPOST USA INC	1,979.13
213	NETTLES, PHILIP A	16.00
214	NEWHALL, BEVERLY & LESLIE	14.00
215	NORTH BALDWIN INFIRMARY	13,245.34
216	NORTH BALDWIN LITERACY COUNCIL	777.78
217	NORTH BALDWIN SHERIFF'S SEARCH & RESCUE	3,721.07
218	NOTARY PUBLIC UNDERWRITERS	125.50
219	OEC	1,365.45
220	ORANGE BEACH, CITY OF	17,206.30
221	O'REILLY AUTO PARTS-FIRST CALL R'DALE	4,425.95
222	PADGETT, JAMES ANTHONY	41.00
223	PARTNERS MANAGING GENERAL UNDERWRITERS	63,444.28
224	PEETERS, BRIAN	30.00
225	PENNINGTON, DEBRA K	16.00
226	PENNINGTON, KELLIE	30.00
227	PEREGRINE SERVICES INC	1,262.54
228	PETERSON, SETH L	62.00
229	PETROLEUM TRADERS CORPORATION	78,319.69
230	PETTY CASH - KELLY CHILDRESS	11.86
231	PIMPERL, DAVID B	1,275.00
232	PINE REST FUNERAL HOME	3,462.83
233	PITTMAN TRACTOR CO INC	6,502.62
234	POWER SYSTEMS OF MS	9,690.00
235	PRECISION GLASS TINTING	195.00
236	PRINT SHOP, THE	5,545.00
237	PRO-CHEM INC	762.10

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	Vendor Summary	Totals
238	QCHC INC	130,333.33
239	REGIONS BANK CORP TRUST	727,547.62
240	REPUBLIC SERVICES #986	1,371.44
241	RICHARDSON, GWENDOLYN J	20.00
242	ROBERTSDALE ANIMAL CLINIC	12.00
243	ROBERTSDALE AUTO PARTS INC	2,369.38
244	ROBERTSDALE POWER EQUIPMENT	70.77
245	ROBERTSDALE, CITY OF	112,679.31
246	ROTO-ROOTER	210.00
247	RUFFIN, LORI G	165.00
248	SAMIOS, FRANCES A & HANS P	67.00
249	SCHUMACHER, LISA	14.00
250	SCOTT, ERIC MCDOWELL	111.00
251	SCS FIELD SERVICES	7,905.00
252	SHERWIN WILLIAMS	58.80
253	SHIRLEY, JONATHAN & ZENTZ, BRITTANY	30.00
254	SHIVER, MAKAYLA MOSLEY	38.00
255	SMITH, CHARLOTTE K	187.00
256	SOLID WASTE FUND	90,408.60
257	SOUTH ALABAMA REGIONAL	46,355.19
258	SOUTH ALABAMA VENDING CO	217.50
259	SOUTH BALDWIN LITERACY COUNCIL	777.78
260	SOUTHDATA INC	1,341.79
261	SOUTHERN FIRE & SAFETY INC	3,821.00
262	SOUTHERNCARLSON SYSTEMS	993.17
263	SOUTHWEST ALABAMA ABUSE NETWORK INC	1,856.09
264	SPANISH FORT, CITY OF	97,634.17
265	SPITZER, RACHEL	16.00
266	SPRINGDALE TRAVEL/TRAVEL LEADERS	2,745.76
267	STANLEY, BETTY J	9.00
268	STANTEC CONSULTING SERVICES INC	23,046.00
269	STAPLES CONTRACT & COMMERCIAL, INC.	3,890.89
270	STAR SERVICE INC OF MOBILE	17,910.00
271	STASTKA, GERALDINE L	24.00
272	STEWART, RONALD B	114.00
273	STOCKTON EQUIPMENT CO	115.95
274	SUMMERDALE, TOWN OF	5,529.30
275	SUMMIT LANDSCAPE SUPPLY	419.25
276	SUNSOUTH LLC	2,645.94
277	SWARTZWELDER, ARLENE	4.00
278	SWEAT TIRE - BAY MINETTE	785.03
279	SWEAT TIRE - ROBERTSDALE	1,600.02
280	SYMBOL HEALTH SOLUTIONS LLC	52,156.41
281	TAYLOR, KEITH A	111.00
282	TERMINIX SERVICE	626.00
283	TESSCO	1,146.85
284	THOMAS HOSPITAL	1,731.29

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	Vendor Summary	Totals
285	THOMAS ROOFING CO INC	914.19
286	THOMPSON ENGINEERING	3,450.00
287	THOMPSON TRACTOR CO	563,969.98
288	TONY'S TOWING INC	1,362.50
289	TRANE-MOBILE PARTS CENTER	1,646.53
290	TRANSPORTATION SOUTH INC	3,019.54
291	TRANSUNION RISK & ALTERNATIVE	322.10
292	TRUCK EQUIPMENT SALES INC	1,040.32
293	TSA INC	13,692.88
294	UNIV AUBURN-GOVERNMENTAL SERVICES	1,300.00
295	VAUTRIN, IRMA	37.60
296	VENTURE TECHNOLOGIES	2,625.00
297	VICKREY, JOIE L	65.54
298	VULCAN MATERIALS CO	20,458.50
299	W H THOMAS OIL CO INC	2,536.00
300	W W GRAINGER	5,580.74
301	WALKER, JEANINE ANN	8.12
302	WALLACE, MELINDA T	110.00
303	WAL-MART SUPERCENTER	186.91
304	WASTE MANAGEMENT OF AL-MOBILE	1,976.64
305	WEAVER, KATELYN	62.00
306	WEEKS, KATHY L	110.00
307	WESCO - FOLEY	214.39
308	WESCO DISTRIBUTION	1,018.81
309	WEST GROUP PAYMENT CENTER	1,009.97
310	WEST, ANGELA	30.00
311	WHITE, MARY L	4.00
312	WILLIAMS, LENZY D	114.00
313	WILLIS, KIMBERLY	14.00
314	WILSON, KRIS & BRANDON	30.00
315	WITTICHEN SUPPLY-DAPHNE	81.41
316	WRIGHTS MOTOR PARTS INC	952.05
317	XEROX CORP	182.16
	Grand Total	**3,577,598.47**

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0	
105	JUVENILE DETENTION FACILITY	251	9370264	00001	37,688.28				37,688.28
3308	GAUTNEY, WANDA FAIL	251	9376342	00001	228.00				228.00
10307	BALDWIN CNTY SHERIFF'S BOYS RA			00001	2,569.66				2,569.66
14011	BUILDERS HARDWARE & SUPPLY CO	251	9372361PH	00001	305.17				305.17
14029	BAY MINETTE BUILDING SUPPLY	334	9372431	00001	542.06				542.06
14084	BOB BARKER CO INC - PO'S			00001	7,445.65	2.10-			7,447.75
14101	BALDWIN CNTY LIBRARY COOPERATI			00001	3,111.14				3,111.14
14132	BALDWIN YOUTH SERVICES			00001	1,444.40	1,444.40			
14534	BALDWIN LOCKSMITH LLC *	251	9434291	00001	140.00				140.00
14567	BALDWIN CNTY FAMILY VIOLENCE P			00001	2,569.66				2,569.66
14572	CINDY HABER CENTER INC			00001	10,706.90				10,706.90
19009	CAMPBELL HARDWARE & SUPPLY CO	251	9472291	00001	268.09	56.46-			324.55
19144	GULF SHORES, CITY OF			00001	47,612.85				47,612.85
19273	COMMUNICATIONS STORE			00001	3.49				3.49
19295	ORANGE BEACH, CITY OF			00001	17,206.30				17,206.30
21127	DISTRICT ATTORNEY'S OFFICE			00001	527.39	527.39			
25040	COASTAL AL COM COLLEGE (FAULKN			00001	3,507.50	3,507.50			
27012	GRAYBAR ELECTRIC CO INC **	251	6666600**	00001	852.32				852.32
27022	GULF COAST NEWSPAPERS			00001	525.96				525.96
27263	GALL'S LLC	800	4777766	00001	1,484.50	228.00-			1,712.50
27273	GT DISTRIBUTORS INC	800	2418950	00001	1,550.88	1.75-			1,552.63
27671	SPANISH FORT, CITY OF	251	6264884	00001	97,634.17				97,634.17
32419	HUNTER SECURITY INC	251	6265112	00001	1,973.74				1,973.74
33038	HALL'S AUTO SUPPLY-BAY MINETTE	334	9375591	00001	81.99				81.99
36251	JUBILEE ACE HOME CENTER	334	9906665	00001	2.83				2.83
40026	NORTH BALDWIN INFIRMARY			00001	10,722.34				10,722.34
40033	MOBILE PRESS REGISTER (ADS)			00001	216.34				216.34
40569	NOTARY PUBLIC UNDERWRITERS			00001	125.50				125.50
40739	NORTH BALDWIN LITERACY COUNCIL			00001	777.78				777.78
41646	FEDEX			00001	86.02				86.02
43003	OEC	800	759-3368	00001	1,247.49				1,247.49
48928	BALDWIN SIGNS	251	6260572	00001	480.00				480.00
51009	ROBERTSDALE AUTO PARTS INC	334	9472882	00001	321.87				321.87
51040	ROBERTSDALE POWER EQUIPMENT			00001	70.77				70.77
51288	ROTO-ROOTER			00001	210.00				210.00
54037	SOUTH ALABAMA REGIONAL	334	4336541	00001	44,941.00				44,941.00
54042	SWEAT TIRE - ROBERTSDALE			00001	1,380.68				1,380.68
54683	SOUTH BALDWIN LITERACY COUNCIL			00001	777.78				777.78
57002	TERMINIX SERVICE *			00001	333.00				333.00
57039	TRUCK EQUIPMENT SALES INC	251	6668606	00001	100.00				100.00

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0		
57202	SUMMERDALE, TOWN OF			00001	5,529.30					5,529.30
57277	TESSCO - PO	410	4727000	00001	1,146.85					1,146.85
57278	THOMAS ROOFING CO INC	205	4382036	00001	914.19					914.19
57316	THOMAS HOSPITAL			00001	1,731.29					1,731.29
64397	LONG'S HUMAN RESOURCE SERVICE			00001	1,835.95					1,835.95
66006	WRIGHTS MOTOR PARTS INC	334	9372591	00001	193.99					193.99
66024	WESCO DISTRIBUTION - MOBILE	251	433 4567	00001	1,018.81					1,018.81
66034	BALDWIN CNTY HUMAN RESOURCES D			00001	856.56					856.56
66357	WASTE MANAGEMENT OF AL-MOBILE			00001	238.52					238.52
66835	SOUTHERN FIRE & SAFETY INC	251	6790864	00001	3,038.50					3,038.50
70228	COMMERCIAL & COIN LAUNDRY EQ	850	9328348VOICE	00001	4,725.00					4,725.00
78721	BEEBE'S PEST & TERMITE CONTROL	251	9438166	00001	300.00					300.00
84216	W W GRAINGER - FOR PO'S	251	661-1035	00001	536.01					536.01
85534	ASSN OF ALABAMA TAX ADMINISTRA			00001	800.00					800.00
87716	LOWE'S FOLEY - 057700034		9705307	00001	53.16					53.16
89519	MOBILE INFIRMARY ASSOCIATION	334	4353283	00001	46,178.26					46,178.26
92208	CARE HOUSE INC			00001	6,424.13					6,424.13
94060	CHUCK STEVENS AUTO INC			00001	630.50					630.50
94182	BAY MINETTE YOUTH PROGRAM			00001	2,569.66					2,569.66
95370	SOUTHWEST ALABAMA ABUSE NETWOR			00001	1,856.09					1,856.09
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00001	1,561.26					1,561.26
99320	INFIRMARY OCCUPATIONAL HEALTH	334	4333781	00001	349.00					349.00
99611	SOUTH ALABAMA VENDING CO	251	3688997	00001	217.50					217.50
101717	BRINK'S INCORPORATED			00001	1,154.10					1,154.10
101899	KEEFE SUPPLY CO	800	3928381	00001	300.00					300.00
102875	CDW - GOVERNMENT, INC - PO	866	3393526	00001	9,098.94					9,098.94
104053	NORTH BALDWIN SHERIFF'S SEARCH	251	937-3188	00001	3,721.07					3,721.07
104310	EMPLOYMENT SCREENING SERVICE	866	8590143	00001	1,036.35					1,036.35
104871	LOWER ALABAMA SEARCH & RESCUE			00001	3,721.07					3,721.07
105048	BALDWIN CNTY SOLID WASTE	251	9888125	00001	561.20					561.20
105435	CINTAS FIRST AID & SAFETY	251	4437301	00001	76.58					76.58
107086	CITY ELECTRIC SUPPLY - C.E.S.		9291030	00001	250.00					250.00
107220	KEET CONSULTING SERVICES LLC	205	6209843	00001	750.00					750.00
109081	GULF SHORES POWER SPORTS		9486748	00001	19.98					19.98
111464	ACCA LIABILITY SELF INSURANCE			00001	5,309.00					5,309.00
111641	DAWN HOUSE (CIGARETTE TAX)			00001	2,569.66					2,569.66
113460	HAGAN FENCE OF BALDWIN COUNTY	251	9474143	00001	23.44					23.44
115852	DADE PAPER & BAG CO	251	9641500	00001	5,455.67	21.06-				5,476.73
116151	GULF ICE SYSTEMS INC	800	322 4853	00001	2,875.56					2,875.56
116644	DAPHNE SEARCH & RESCUE UNIT			00001	3,721.06					3,721.06

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0		
116898	CHARM-TEX INC	800	2213147/105	00001	129.00					129.00
121216	PEREGRINE SERVICES INC	318	3254762	00001	1,262.54					1,262.54
122243	CHANCE, TAMMY D	251	9372317	00001	106.49					106.49
122500	ROBERTSDALE, CITY OF (MISC.)			00001	112,679.31					112,679.31
126261	EXPRESS OIL CHANGE -ROBERTSDAL	251	9472606	00001	145.91					145.91
133938	AL STATE DEPT OF LABOR	334	2423460	00001	75.00					75.00
136514	FLOYDS EXHAUST & PERFORMANCE A		9479631	00001	10,032.00					10,032.00
136611	BALDWIN CNTY SHERIFF'S OFFICE	251	9370210	00001	4,025.14					4,025.14
136872	LOWE'S - DAPHNE		6217620	00001	63.03					63.03
139782	INDUSTRIAL/ORGANIZATIONAL SOL	888	784.1290	00001	651.00					651.00
140142	VICKREY, JOIE L	251	6565792	00001	65.54					65.54
141903	ALABAMA ASSN OF EMERGENCY MANA			00001	50.00					50.00
148881	ANDREWS, SUSAN R	850	639-3751	00001	2,878.09					2,878.09
155408	HARBOR COMMUNICATIONS LLC		6621532	00001	3,559.13					3,559.13
156427	DAPHNE YOUTH PROGRAM, CITY OF			00001	2,569.65					2,569.65
156435	FOLEY YOUTH PROGRAM, CITY OF			00001	2,569.66					2,569.66
156443	FAIRHOPE YOUTH PROGRAM, CITY O			00001	2,569.66					2,569.66
158123	TRANE-MOBILE PARTS CENTER		6652939	00001	1,738.00					1,738.00
159329	BALDWIN CNTY CORONER'S OFFICE			00001	11,072.25					11,072.25
159556	FASTENAL - SUMMERDALE		9476002	00001	326.99					326.99
161111	BRANTLEY'S TIRES OF BAY MINETT		9371011	00001	36.44					36.44
162616	SWEAT TIRE - BAY MINETTE		5808473	00001	595.03					595.03
166975	TSA INC	205	7339111	00001	9,916.64					9,916.64
169771	BLACKBURN & CONNER PC			00001	26,481.88					26,481.88
175548	BYRD, BRANDY R	251	2321417	00001	46.34					46.34
175978	HUNTER EQUIPMENT GULF COAST	850	7235453	00001	514.60					514.60
180154	MOTOROLA SOLUTIONS INC**			00001	1,219.08					1,219.08
180302	ASHBERRY LANDFILL LLC	334	493 1250	00001	98.00					98.00
180505	CHUCK STEVENS CHEVROLET	251	937 1500	00001	127.50					127.50
180573	DANA SAFETY SUPPLY INC	800	845 0045	00001	572.88					572.88
180990	NEOPOST USA INC			00001	751.92					751.92
180999	PETROLEUM TRADERS CORPORATIO	800	348-3705/1002	00001	75,770.71					75,770.71
181574	O'REILLY AUTO PARTS-FIRST CALL			00001	3,867.79					3,867.79
181852	ALTA POINTE HEALTH SYSTEMS	251	450 5901	00001	49,680.00					49,680.00
182453	PRECISION GLASS TINTING			00001	195.00					195.00
183454	WALKER, JEANINE ANN	251	986-6804	00001	8.12					8.12
183476	SOUTHERNCARLSON SYSTEMS	303	574 1500	00001	993.17					993.17
183649	REPUBLIC SERVICES #986			00001	1,037.40					1,037.40
183743	TRANSUNION RISK & ALTERNATIVE			00001	61.82					61.82
184042	DSD SERVICES GROUP LLC			00001	2,000.00					2,000.00

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
184294	PRINT SHOP, THE 251	937 1772	00001	5,438.00				5,438.00
184892	WITTICHEN SUPPLY-DAPHNE 251	375 0722	00001	81.41				81.41
185084	POWER SYSTEMS OF MS 228	818 8315	00001	9,160.00				9,160.00
185252	AUTO ZONE - ROBERTSDALE BCC		00001	70.97				70.97
185351	HOLLAND'S PAINT & BODY		00001	1,654.25				1,654.25
185396	MAC'S AUTOGLASS LLC 251	228 2744	00001	120.00				120.00
185594	STAPLES CONTRACT & COMMERCIA803	333 8496	00001	2,457.65	3.00-			2,460.65
185689	BOSS/BUSINESS ORIENTED SOFTWAR678	684 1213	00001	4,174.80				4,174.80
186326	QCHC INC		00001	130,333.33				130,333.33
186795	SHIVER, MAKAYLA MOSLEY 251	424-4417	00001	38.00				38.00
186870	BLUE SHEET, THE		00001	120.00				120.00
187344	CINTAS - UNIFORMS		00001	2,023.40				2,023.40
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00001	940.00				940.00
187807	PIMPERL, DAVID B 251	895 6925	00001	1,275.00				1,275.00
188242	FLORES & ASSOCIATES 704	335-8211	00001	840.75				840.75
188753	LUDKE, SALLY MORGAN 251	751-3693	00001	27.55				27.55
188897	STAR SERVICE INC OF MOBILE		00001	8,927.00				8,927.00
189010	MADISON, ROBERT T 251	752-7910	00001	209.00				209.00
189062	JOHNSON CONTROLS - PO'S 205	948 3187	00001	2,502.96				2,502.96
189384	HIGHLAND WAKE CONSTRUCTION, L251	968 9253	00001	5,911.05				5,911.05
189496	BAS, MARY AMANDA 251	583-7094	00001	32.48				32.48
189625	BALL, JAMES E 251	609-3688	00001	169.82	169.82			
190028	VENTURE TECHNOLOGIES		00001	2,625.00				2,625.00
190134	PINE REST FUNERAL HOME (R)		00001	3,462.83				3,462.83
190159	LEGACY LEADERSHIP SERVICES LLC		00001	700.00				700.00
190164	BALDWIN TROPHIES 251	949 7335	00001	45.00				45.00
	General Fund		00001	939,004.67	5,336.74			933,667.93
51009	ROBERTSDALE AUTO PARTS INC 334	9472882	00103	800.24				800.24
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00103	3.71				3.71
104310	EMPLOYMENT SCREENING SERVICE866	8590143	00103	21.50				21.50
	County Transportation Fund		00103	825.45				825.45
183402	ELLIOTT, THOMAS CHRISTOPHER 251	366-5400	00104	1,731.53				1,731.53
183649	REPUBLIC SERVICES #986		00104	24.70				24.70
	Legislative Del Off Fund		00104	1,756.23				1,756.23
40026	NORTH BALDWIN INFIRMARY		00105	2,523.00				2,523.00
57002	TERMINIX SERVICE *		00105	293.00				293.00
85307	WAL-MART SUPERCENTER * 251	9375558	00105	186.91				186.91
89148	BAKER DISTRIBUTING CO **	4762263	00105	39.94				39.94
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00105	.65				.65
99320	INFIRMARY OCCUPATIONAL HEALTH334	4333781	00105	332.00				332.00

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0		
102111	DAIRY FRESH OF AL (DOTHAN)	334	7925114	00105	4.77	286.67-				291.44
104310	EMPLOYMENT SCREENING SERVICE	866	8590143	00105	386.50					386.50
126914	BRAMLETT'S GLASS	251	9370145	00105	600.00					600.00
136872	LOWE'S - DAPHNE		6217620	00105		28.42-				28.42
171723	BELL'S HOMETOWN PHARMACY	251	2029444	00105	20.00					20.00
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00105	19.09					19.09
187695	CINTAS LOCATION #211 - PURCHAS	251	443 7301	00105	300.00					300.00
	Juvenile Detention Fac Fund			00105	4,705.86	315.09-				5,020.95
14444	BAY IMAGES	251	6260044	00106	107.00					107.00
70471	SUMMIT LANDSCAPE SUPPLY	251	9645726	00106	419.25					419.25
75053	GAYLORD BROTHERS	800	4486160	00106	398.20					398.20
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00106	.37					.37
104310	EMPLOYMENT SCREENING SERVICE	866	8590143	00106	73.00					73.00
158123	TRANE-MOBILE PARTS CENTER		6652939	00106	91.47-	165.27-				73.80
188659	AARON MEDIA SERVICES	251	272 0089	00106	2,850.00					2,850.00
	Baldwin Co Archives Fund			00106	3,756.35	165.27-				3,921.62
14006	BLOSSMAN GAS - FOLEY	251	9435759	00109	191.73					191.73
14018	BAY MINETTE ANIMAL CLINIC	251	9377540	00109	62.00					62.00
64397	LONG'S HUMAN RESOURCE SERVICE			00109	1,113.28					1,113.28
66835	SOUTHERN FIRE & SAFETY INC	251	6790864	00109	142.00					142.00
78721	BEEBE'S PEST & TERMITE CONTROL	251	9438166	00109	30.00	30.00				
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00109	14.33					14.33
102875	CDW - GOVERNMENT, INC - PO	866	3393526	00109	338.82					338.82
104310	EMPLOYMENT SCREENING SERVICE	866	8590143	00109	137.50					137.50
105435	CINTAS FIRST AID & SAFETY	251	4437301	00109	383.60					383.60
184294	PRINT SHOP, THE	251	937 1772	00109	107.00					107.00
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00109		423.48-				423.48
187344	CINTAS - UNIFORMS			00109	378.96					378.96
188391	HILL'S PET NUTRITION INC			00109	319.44					319.44
188882	ROBERTSDALE ANIMAL CLINIC			00109	12.00					12.00
190161	DIXON, BABETTE			00109	144.00					144.00
	Animal Shelter			00109	3,374.66	393.48-				3,768.14
10108	ALMS PUMP SERVICE	334	9431249	00111	150.00					150.00
14006	BLOSSMAN GAS - FOLEY	251	9435759	00111	31.98					31.98
14011	BUILDERS HARDWARE & SUPPLY CO	251	9372361PH	00111	5.37					5.37
19009	CAMPBELL HARDWARE & SUPPLY CO	251	9472291	00111	110.13					110.13
25048	EQUIPMENT SALES CO	251	9375313	00111	11,853.90					11,853.90
27281	G & C SUPPLY COMPANY INC	731	662 7193	00111	9,475.60					9,475.60
32010	HELENA CHEMICAL CO *			00111	651.30					651.30
40033	MOBILE PRESS REGISTER (ADS)			00111	2,365.23					2,365.23

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0	
40589	MOBILE ASPHALT CO LLC	251	4080770	00111	169,825.69	7,110.51-			176,936.20
43932	EVANS MFG	251	6336008	00111	5,536.64				5,536.64
48258	PRO-CHEM INC			00111	762.10				762.10
51009	ROBERTSDALE AUTO PARTS INC	334	9472882	00111	17.19				17.19
54050	BAY SIDE RUBBER & PRODUCTS	251	6600902	00111	215.82				215.82
57071	THOMPSON TRACTOR CO	334	6265100	00111	16,058.66				16,058.66
65201	VULCAN MATERIALS CO - PO'	251	6256681	00111	20,458.50	.01-			20,458.51
66006	WRIGHTS MOTOR PARTS INC	334	9372591	00111	752.49				752.49
66357	WASTE MANAGEMENT OF AL-MOBILE			00111	748.99				748.99
66835	SOUTHERN FIRE & SAFETY INC	251	6790864	00111	159.00				159.00
83660	ALABAMA PIPE & SUPPLY CO INC	251	6531399	00111	10,201.28				10,201.28
84216	W W GRAINGER - FOR PO'S	251	661-1035	00111	1,960.17				1,960.17
86633	ETOWAH CHEMICAL SALES & SERVI	251	4383513**	00111	765.00				765.00
89375	PITTMAN TRACTOR CO INC		6213555	00111	6,502.62				6,502.62
95071	FLEETPRIDE - PO	251	4382489	00111	255.20				255.20
95775	GCIS SUPPLY CO/GULF COAST IND	251	9437587	00111	192.00				192.00
98597	BALDWIN TRACTOR - PURCHASES		9474171	00111	1,578.98	258.88-			1,837.86
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00111	474.94				474.94
99320	INFIRMARY OCCUPATIONAL HEALTH	334	4333781	00111	400.00				400.00
104310	EMPLOYMENT SCREENING SERVICE	866	8590143	00111	1,388.35				1,388.35
105435	CINTAS FIRST AID & SAFETY	251	4437301	00111	36.47				36.47
115852	DADE PAPER & BAG CO	251	9641500	00111	200.25				200.25
120432	HI-LINE - FOR PURCHASE ORDERS			00111	511.43				511.43
121355	AUTO ZONE - FOLEY		9431635	00111	142.71				142.71
121857	DIVERSIFIED COMPUTER SERVICES	334	2608453	00111	1,227.85				1,227.85
123908	THOMPSON ENGINEERING-PO'S			00111	3,450.00				3,450.00
126261	EXPRESS OIL CHANGE -ROBERTSDAL	251	9472606	00111	67.05				67.05
127440	MONTGOMERY ADVERTISER **	334	2621611	00111	1,220.10				1,220.10
136186	G C SPECIALTIES INC			00111	450.00				450.00
136207	SHERWIN WILLIAMS - SPANISH FOR			00111	58.80				58.80
140281	TAYLOR, KEITH A	251	327-2501	00111	111.00				111.00
144784	LOXLEY CWC GENERAL FUND	251	9645044	00111	1,830.00				1,830.00
144792	FOUNTAIN CORRECTIONAL FACILITY			00111	1,380.00				1,380.00
147125	STOCKTON EQUIPMENT CO	251	5803811	00111	115.95				115.95
149690	McGRIFF TIRE CO INC (PO'S ONL			00111	4,765.06	280.00-			5,045.06
162616	SWEAT TIRE - BAY MINETTE		5808473	00111	60.00				60.00
166975	TSA INC	205	7339111	00111	504.00				504.00
180354	CERTIFIED LABORATORIES **	800	527 9929	00111	3,354.16				3,354.16
181290	WESCO - FOLEY - PO'S	251	424 1550	00111	137.39				137.39
181404	PETERSON, SETH L	850	7123801	00111	62.00				62.00

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0		
181574	O'REILLY AUTO PARTS-FIRST CALL			00111	558.16					558.16
181821	COPY PRODUCTS COMPANY			00111	1,223.99					1,223.99
182059	SUNSOUTH LLC	251	943 5091	00111	2,576.79	151.13-				2,727.92
183649	REPUBLIC SERVICES #986			00111	103.80					103.80
185252	AUTO ZONE - ROBERTSDALE BCC			00111	175.99					175.99
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00111	431.83					431.83
185700	STANTEC CONSULTING SERVICES IN	251	450 7601	00111	23,046.00					23,046.00
187344	CINTAS - UNIFORMS			00111	1,939.34					1,939.34
187952	SCOTT, ERIC MCDOWELL	205	826-2234	00111	111.00					111.00
189691	MIDDLETON CONSTRUCTION LLC			00111	286,762.29					286,762.29
189926	C R PATE LOGGING, INC	251	578 4385	00111	12,426.36					12,426.36
189979	FORTILINE INC	251	945 1177	00111	2,044.80					2,044.80
	7 Cent Gasoline Tax Fund			00111	613,981.70	7,800.53-				621,782.23
10225	UNIV AUBURN-GOVERNMENTAL SERV	334	8444782/HALEYCTR	00120	1,300.00					1,300.00
64397	LONG'S HUMAN RESOURCE SERVICE			00120	1,111.03					1,111.03
94060	CHUCK STEVENS AUTO INC			00120	164.25					164.25
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00120	4.89					4.89
99320	INFIRMARY OCCUPATIONAL HEALTH	334	4333781	00120	100.00					100.00
104310	EMPLOYMENT SCREENING SERVICE	866	8590143	00120	371.75					371.75
107220	KEET CONSULTING SERVICES LLC	205	6209843	00120	3,900.00					3,900.00
115852	DADE PAPER & BAG CO	251	9641500	00120	239.11					239.11
166975	TSA INC	205	7339111	00120	3,272.24					3,272.24
169771	BLACKBURN & CONNER PC			00120	283.25					283.25
183743	TRANSUNION RISK & ALTERNATIVE			00120	60.28					60.28
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00120	48.07	2.09-				50.16
190133	CELL TOWER SOLUTIONS LLC	706	354-8650	00120	49,750.00					49,750.00
	Reappraisal Fund			00120	60,604.87	2.09-				60,606.96
32419	HUNTER SECURITY INC	251	6265112	00140	25.00					25.00
61250	BAUMAN, ROY W			00140	16.00					16.00
66357	WASTE MANAGEMENT OF AL-MOBILE			00140	117.48					117.48
78043	VAUTRIN, IRMA			00140	37.60					37.60
91459	SWARTZWELDER, ARLENE			00140	4.00					4.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00140	2.21					2.21
104310	EMPLOYMENT SCREENING SERVICE	866	8590143	00140	64.50					64.50
133604	PETTY CASH - KELLY CHILDRESS			00140	11.86					11.86
153525	BLACK, LILLIAN			00140	55.20					55.20
180235	LILLQUIST, PEGGY ESTATE OF			00140	6.40					6.40
180360	JAYJOHN, WILMA L			00140	12.00					12.00
183823	RICHARDSON, GWENDOLYN J			00140	20.00					20.00

Supplier Number	Name	Phone Number	Co	Balance Open	Aging: Current	1 - 0	Over 0		
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	92.80					92.80
184045	STANLEY, BETTY J		00140	9.00					9.00
185391	WHITE, MARY L		00140	4.00					4.00
186513	KOSTELECKY, BARBARA		00140	6.40					6.40
186699	CLARK, ESTER M		00140	10.40					10.40
187266	JOHNSON, NADINE		00140	9.60					9.60
188421	GOWAN, CONNIE E		00140	.80					.80
188422	STASTKA, GERALDINE L		00140	24.00					24.00
188692	CUTRO, BEVERLY G		00140	15.20					15.20
189711	HYDE, MARILYN ANN		00140	10.00					10.00
190035	ARD, LILLIE H		00140	80.80					80.80
190135	LAMBERTH, DOROTHY		00140	5.60					5.60
	Council on Aging Fund		00140	640.85					640.85
19273	COMMUNICATIONS STORE		00143	24.99					24.99
22891	WILLIAMS, LENZY D	251 9374838	00143	114.00					114.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	593.08					593.08
54042	SWEAT TIRE - ROBERTSDALE		00143	129.34					129.34
57226	WEEKS, KATHY L	251 9475430	00143	110.00					110.00
57332	TRANSPORTATION SOUTH INC	205 663-2287	00143	3,019.54					3,019.54
66357	WASTE MANAGEMENT OF AL-MOBILE		00143	124.78					124.78
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00143	153.00					153.00
70017	COMMUNITY TRANSPORTATION ASSN	202 6281480	00143	1,700.00					1,700.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00143	221.31					221.31
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00143	30.00					30.00
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00143	438.50					438.50
117583	MIDDLETON, CHANDRA K	251 9646967	00143	64.00					64.00
128371	WALLACE, MELINDA T	251 972-6878	00143	110.00					110.00
135263	SPRINGDALE TRAVEL/TRAVEL LEADE		00143	2,745.76					2,745.76
146675	STEWART, RONALD B	251 5804156	00143	114.00					114.00
150391	HUGGINS, STEPHEN T	251 2291390	00143	27.00					27.00
170641	B & D AUTOMOTIVE	9474400	00143	99.75					99.75
180432	MIDDLETON, SARAH DANIELLE	251 9787237	00143	110.00					110.00
181451	MAYO, RAYMOND E	251 7096454	00143	41.00					41.00
181452	PADGETT, JAMES ANTHONY	251 9902694	00143	41.00					41.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	44.64					44.64
187213	DUMAS, SHANNON RENE	251 422-9856	00143	41.00					41.00
187344	CINTAS - UNIFORMS		00143	142.41					142.41
	Section 18 Fund		00143	10,239.10					10,239.10
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00144	15.73					15.73
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00144	39.71					39.71

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00144	106.28					106.28
40589	MOBILE ASPHALT CO LLC	251 4080770	00144	53,831.66					53,831.66
43932	EVANS MFG	251 6336008	00144	54.00					54.00
48928	BALDWIN SIGNS	251 6260572	00144	90.00					90.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	255.96					255.96
54042	SWEAT TIRE - ROBERTSDALE		00144	10.00					10.00
66357	WASTE MANAGEMENT OF AL-MOBILE		00144	746.87					746.87
78721	BEEBE'S PEST & TERMITE CONTROL	251 9438166	00144	55.00	55.00				
87716	LOWE'S FOLEY - 057700034	9705307	00144	294.55					294.55
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	236.60					236.60
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	39.84					39.84
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00144	40.00					40.00
103114	BAY UTILITY TRAILERS INC	251 9436683	00144	110.00					110.00
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00144	172.00					172.00
136872	LOWE'S - DAPHNE	6217620	00144	228.68					228.68
144784	LOXLEY CWC GENERAL FUND	251 9645044	00144	1,305.00					1,305.00
162616	SWEAT TIRE - BAY MINETTE	5808473	00144	25.00					25.00
182059	SUNSOUTH LLC	251 943 5091	00144	69.15					69.15
183649	REPUBLIC SERVICES #986		00144	205.54					205.54
187344	CINTAS - UNIFORMS		00144	258.01					258.01
188897	STAR SERVICE INC OF MOBILE		00144	8,983.00					8,983.00
	Parks Fund		00144	67,172.58	55.00				67,117.58
43003	OEC	800 759-3368	00146	117.96					117.96
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00146	10.75					10.75
148881	ANDREWS, SUSAN R	850 639-3751	00146	374.13					374.13
182424	ALABAMA TRANSPORTATION PLANNER		00146	250.00					250.00
	Eastern Shore Metro Planning O		00146	752.84					752.84
32045	HOSEA O. WEAVER & SON INC	251 3423025	00165	44,484.17	1,010.48-				45,494.65
43932	EVANS MFG	251 6336008	00165	86.00					86.00
83660	ALABAMA PIPE & SUPPLY CO INC	251 6531399	00165	41,752.00					41,752.00
	Gulf Mexico EnergySec Act 2006		00165	86,322.17	1,010.48-				87,332.65
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00180	884.73					884.73
	State Grants		00180	884.73					884.73
10205	ALABAMA TANK INC	251 577 6415	00510	1,676.00					1,676.00
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00510	16.12					16.12
14075	BEARD EQUIPMENT - POWERPLAN	4561993	00510	690.54					690.54
14118	BALDWIN CNTY GENERAL FUND		00510	22,598.71					22,598.71
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00510	71.33					71.33
40033	MOBILE PRESS REGISTER (ADS)		00510	202.95					202.95
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00510	381.04	34.73-				415.77

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0		
54042	SWEAT TIRE - ROBERTSDALE			00510	80.00					80.00
54050	BAY SIDE RUBBER & PRODUCTS	251	6600902	00510	668.00					668.00
54092	BAY PAPER **	251	4769791	00510	636.84					636.84
57071	THOMPSON TRACTOR CO	334	6265100	00510	547,911.32					547,911.32
66835	SOUTHERN FIRE & SAFETY INC	251	6790864	00510	328.50					328.50
78721	BEEBE'S PEST & TERMITE CONTROL	251	9438166	00510	69.50	69.50				
84216	W W GRAINGER - FOR PO'S	251	661-1035	00510	3,084.56					3,084.56
87716	LOWE'S FOLEY - 057700034		9705307	00510	246.83					246.83
95071	FLEETPRIDE - PO	251	4382489	00510	2,600.38					2,600.38
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00510	211.88					211.88
99320	INFIRMARY OCCUPATIONAL HEALTH	334	4333781	00510	40.00					40.00
104310	EMPLOYMENT SCREENING SERVICE	866	8590143	00510	322.50					322.50
105435	CINTAS FIRST AID & SAFETY	251	4437301	00510	105.74					105.74
107086	CITY ELECTRIC SUPPLY - C.E.S.		9291030	00510	260.12					260.12
115852	DADE PAPER & BAG CO	251	9641500	00510	177.69					177.69
142404	SCS FIELD SERVICES			00510	7,905.00					7,905.00
144784	LOXLEY CWC GENERAL FUND	251	9645044	00510	5,940.00					5,940.00
149690	McGRIFF TIRE CO INC (PO'S ONL			00510	1,351.32					1,351.32
152477	J&R SYSTEM INTEGRATION LLC/SEC		2952760/JOHNGIB SON	00510	600.00					600.00
162616	SWEAT TIRE - BAY MINETTE		5808473	00510	105.00					105.00
169455	W H THOMAS OIL CO INC	205	7552610	00510	2,536.00					2,536.00
169771	BLACKBURN & CONNER PC			00510	248.50					248.50
180990	NEOPOST USA INC			00510	307.35					307.35
180999	PETROLEUM TRADERS CORPORATIO	800	348-3705/1002	00510	2,548.98					2,548.98
181290	WESCO - FOLEY - PO'S	251	424 1550	00510	77.00					77.00
183656	MOBILE MACHINE AND HYDRAULICS			00510	1,191.12					1,191.12
184368	GLOBAL INDUSTRIES INC	856	596 3390	00510	262.08					262.08
185084	POWER SYSTEMS OF MS	228	818 8315	00510	530.00					530.00
185645	BEARD EQUIPMENT CO - MOBILE			00510	3,328.09					3,328.09
185989	HIGHLAND TECHNICAL SERVICES IN	205	985 4874	00510	4,860.00					4,860.00
186715	CHAMBERS GLASS	251	964 2298	00510	230.00					230.00
187344	CINTAS - UNIFORMS			00510	711.98					711.98
189975	BALER & COMPACTOR SERVICES	205	712 0397	00510	4,335.32					4,335.32
	Solid Waste Fund			00510	619,448.29	34.77				619,413.52
510	SOLID WASTE FUND	251	9370264	00511	90,408.60					90,408.60
14118	BALDWIN CNTY GENERAL FUND			00511	22,363.56					22,363.56
14579	BALDWIN CNTY JUDGE OF PROBATE			00511	54.00	18.00				36.00
19009	CAMPBELL HARDWARE & SUPPLY CO	251	9472291	00511	115.12					115.12
27242	GULF COAST TRUCK & EQUIPMENT C	334	4762744	00511	913.84					913.84

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0	
48864	INGRAM EQUIPMENT LLC	800	7492783	00511	1,168.51				1,168.51
54050	BAY SIDE RUBBER & PRODUCTS	251	6600902	00511	1,691.42				1,691.42
57039	TRUCK EQUIPMENT SALES INC	251	6668606	00511	940.32				940.32
57327	TONY'S TOWING INC	251	9287334	00511	1,362.50				1,362.50
66006	WRIGHTS MOTOR PARTS INC	334	9372591	00511	5.57				5.57
85083	INDUSTRIAL PARTS SUPPLY	850	4788232	00511	122.55				122.55
95071	FLEETPRIDE - PO	251	4382489	00511	3,239.66				3,239.66
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00511	270.55				270.55
99320	INFIRMARY OCCUPATIONAL HEALTH	334	4333781	00511	60.00				60.00
101717	BRINK'S INCORPORATED			00511	319.30				319.30
104310	EMPLOYMENT SCREENING SERVICE	866	8590143	00511	526.75				526.75
105435	CINTAS FIRST AID & SAFETY	251	4437301	00511	108.54				108.54
107220	KEET CONSULTING SERVICES LLC	205	6209843	00511	1,300.00				1,300.00
149690	McGRIFF TIRE CO INC (PO'S ONL			00511	4,903.11	500.00-			5,403.11
158051	4IMPRINT INC	877	4467746	00511	256.19				256.19
158107	KIMBALL MIDWEST - PO	PO	ONLY	00511	354.06				354.06
170536	SOUTHDATA INC *	251	3437616	00511	1,341.79				1,341.79
180990	NEOPOST USA INC			00511	919.86				919.86
182097	BB&T-CREATIVE PAYMENT SOLUTION			00511	154.30				154.30
183743	TRANSUNION RISK & ALTERNATIVE			00511	200.00				200.00
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00511	888.62				888.62
187344	CINTAS - UNIFORMS			00511	215.41				215.41
189082	GRIFFIN, YVONNE (R)			00511	30.00				30.00
190137	ESTATE OF THOMAS EARL TUCKER (			00511	48.00				48.00
190138	JOHNSON, THOMAS (R)			00511	30.00				30.00
190139	NEWHALL, BEVERLY & LESLIE (R)			00511	14.00				14.00
190140	BEASLEY, GARY (R)			00511	14.00				14.00
190141	DRUMMOND, NANCY A & MICHAEL N			00511	16.00				16.00
190142	HOLLIS, HELEN (R)			00511	30.00				30.00
190143	COPELAND, DONNA (R)			00511	30.00				30.00
190144	MCCORMICK, LORI (R)			00511	30.00				30.00
190145	KESSLER, NICK (R)			00511	30.00				30.00
190146	SCHUMACHER, LISA (R)			00511	14.00				14.00
190147	HAWK, JOHN (R)			00511	14.00				14.00
190148	MARTIN, NATHAN (R)			00511	4.00				4.00
190149	PENNINGTON, DEBRA K (R)			00511	16.00				16.00
190150	WILSON, KRIS & BRANDON (R)			00511	30.00				30.00
190151	CLAYTON, MITCHELL & BRITTANY (			00511	30.00				30.00
190152	HOLCOMBE, DENISE (R)			00511	30.00				30.00
190153	MILLER, DOROTHY (R)			00511	30.00				30.00

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
190154	KEITH, BOUY (R)		00511	14.00					14.00
190155	BOUNDS, MOLLY (R)		00511	60.00					60.00
190156	NETTLES, PHILIP A (R)		00511	16.00					16.00
190162	SPITZER, RACHEL (R)		00511	16.00					16.00
190163	BRAY, LAURI (R)		00511	30.00					30.00
190165	HALL, LINDSEY & NICHOLAS (R)		00511	30.00					30.00
190166	WILLIS, KIMBERLY (R)		00511	14.00					14.00
190167	BESSINGER, KRISTY (R)		00511	14.00					14.00
190168	PEETERS, BRIAN (R)		00511	30.00					30.00
190169	MAHONEY, ANGELA (R)		00511	30.00					30.00
190170	FUDGE, PAIGE A (R)		00511	30.00					30.00
190171	PENNINGTON, KELLIE (R)		00511	30.00					30.00
190172	WEST, ANGELA (R)		00511	30.00					30.00
190173	LASSITER, JONATHAN G (R)		00511	16.00					16.00
190174	SAMIOS, FRANCES A & HANS P (R)		00511	67.00					67.00
190175	MATTHEWS, GLEN D & JACKIE (R)		00511	32.00					32.00
190176	WEAVER, KATELYN (R)		00511	62.00					62.00
190177	LOTT, KYRA (R)		00511	16.00					16.00
190178	SHIRLEY, JONATHAN & ZENTZ, BRI		00511	30.00					30.00
190179	JOHNSON, AVA (R)		00511	30.00					30.00
190180	BLANSHAN, STEVEN P (R)		00511	21.00					21.00
190181	BLANSHAN, STEVEN (R)		00511	30.00					30.00
	Solid Waste Collection Fund		00511	135,292.13	482.00-				135,774.13
94060	CHUCK STEVENS AUTO INC		00708	333.40					333.40
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00708	66.71					66.71
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00708	.99					.99
187344	CINTAS - UNIFORMS		00708	43.84					43.84
	Community Corrections		00708	444.94					444.94
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00721	253.00					253.00
181821	COPY PRODUCTS COMPANY		00721	80.00					80.00
	Data Processing Fee Fund		00721	333.00					333.00
54037	SOUTH ALABAMA REGIONAL	334 4336541	00740	992.15					992.15
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00740	1,009.97					1,009.97
66391	XEROX CORP		00740	182.16					182.16
99514	MATTHEW BENDER*		00740	291.31					291.31
128311	MCDONALD, KAREN T CSR	251 9290941	00740	450.00					450.00
153710	ALABAMA DISTRICT JUDGES ASSN		00740	400.00					400.00
180834	COX, DEANNA VICICH		00740	600.00					600.00
181809	RUFFIN, LORI G		00740	165.00					165.00
185506	SMITH, CHARLOTTE K		00740	187.00					187.00

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
	Law Library Fund		00740	4,277.59				4,277.59
54083	SOUTH ALABAMA REGIONAL	251 4336541	00741	422.04	20.03-			442.07
	AAA Donations Fund		00741	422.04	20.03-			442.07
116126	HISTORIC BLAKELY AUTHORITY		00742	99,530.55				99,530.55
	Historic Parks Fund		00742	99,530.55				99,530.55
78721	BEEBE'S PEST & TERMITE CONTROL	251 9438166	00790	40.00	40.00			
186450	PARTNERS MANAGING GENERAL UNDE		00790	63,444.28				63,444.28
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	52,156.41				52,156.41
	Self Insurance Trust		00790	115,640.69	40.00			115,600.69
	Grand Total(s)		00790	2,769,411.29	4,722.46-			2,774,133.75

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2843933	Type M	Date 4/8/2019	User ID		SGRANT		
PN	9204632			4/16/2019	00001	JAMES B JOHNSON	4095	7,758.77-				D		
PV	485199	00001	001	4/8/2019		APR 2019	RETIREMENT; APRIL 2019							
						Cash	00018481		7,758.77-	AA				
PN	9204633			4/16/2019	00304	REGIONS BANK CORP TRUST	123781	32,732.50-				D		
PV	485200	00304	001	4/8/2019		4012019;2014	2014 WARRANT; APRIL 2019							
						Cash	00018481		32,732.50-	AA				
PN	9204633			4/16/2019	00304	REGIONS BANK CORP TRUST	123781	82,941.67-				D		
PV	485201	00304	001	4/8/2019		4012019;2012	2012 WARRANT; APRIL 2019							
						Cash	00018481		82,941.67-	AA				
PN	9204633			4/16/2019	00304	REGIONS BANK CORP TRUST	123781	148,315.63-				D		
PV	485202	00304	001	4/8/2019		4012019;2013	2013 WARRANT; APRIL 2019							
						Cash	00018481		148,315.63-	AA				
PN	9204633			4/16/2019	00304	REGIONS BANK CORP TRUST	123781	183,141.67-				D		
PV	485203	00304	001	4/8/2019		4012019;2010	2010 WARRANT; APRIL 2019							
						Cash	00018481		183,141.67-	AA				
PN	9204633			4/16/2019	00304	REGIONS BANK CORP TRUST	123781	280,416.15-				D		
PV	485204	00304	001	4/8/2019		4012019;2015	2015 WARRANT; APRIL 2019							
						Cash	00018481		280,416.15-	AA				
							Totals for Bank Account	735,306.39-	7,758.77-					
							Totals for Batch	735,306.39-	7,758.77-					
							User Total	735,306.39-	7,758.77-					

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2843988	Type M	Date 4/10/2019	User ID		SGRANT		
PN	9204638			4/16/2019	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	178,089.60-				D		
PV	485482	00001	001	4/10/2019		4102019	SALES/USE TAX							
						Cash	00018481		178,089.60-	AA				
PN	9204638			4/16/2019	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	108,355.56				D		
PV	485482	00001	002	4/10/2019		4102019	SALES/USE TAX							
						Cash	00018481		108,355.56	AA				
PN	9204638			4/16/2019	00105	BALDWIN CNTY BOARD OF EDUCATIO	14116	3,146.75-				D		
PV	485483	00105	001	4/10/2019		33119	JDC MEALS; MARCH 2019							
						Cash	00018481		3,146.75-	AA				
						Totals for Bank Account		72,880.79-	72,880.79-					
						Totals for Batch		72,880.79-	72,880.79-					
						User Total		72,880.79-	72,880.79-					
						Grand Total		72,880.79-	72,880.79-					

Baldwin County Commission

Agenda Action Form

File #: 19-1032, **Version:** 1 **Item #:** EA2

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Kimberly Creech, Clerk/Treasurer
Eva Cutsinger, Senior Accountant
Submitted by: Sharon Grant, 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 $2,310,753.61 (two million, three hundred ten thousand, seven hundred fifty-three dollars and sixty-one cents) a part of the minutes.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

Baldwin County Commission
Interim Payments
April 16, 2019

	Vendor Summary	Totals	Brief Description
1	AFLAC	21,102.67	Payroll
2	AFLAC CAIC	128.10	Payroll
3	AL CHILD SUPPORT PAYMENT CTR	1,964.44	Payroll
4	AL STATE DEPT OF FINANCE-CRAFT TRAINING	1,256.15	CICT Fees
5	AL STATE DEPT OF INDUSTRIAL RELATIONS	9,472.34	Unemployment Compensation
6	AL STATE DEPT OF REVENUE	208.07	Payroll
7	ALABAMA INCOME TAX DIVISION	74,248.95	Payroll
8	ALABAMA POWER CO	58,863.35	Utilities
9	ALABAMA WIDESPREAD HOLDINGS LLC	20,610.08	Land Redemption
10	ARC HOLDINGS 2015	36,013.16	Land Redemption
11	AT&T	90.82	Telephone
12	AZALEA PINES LLC	7,276.23	Land Redemption
13	BALDWIN CNTY COMMISSION-BOOTS	37.50	Payroll
14	BALDWIN CNTY COMMISSION-DENTAL	13,259.50	Payroll
15	BALDWIN CNTY COMMISSION-HEALTH	469,450.50	Payroll
16	BALDWIN CNTY SHERIFF'S OFFICE	1,103,976.87	Payroll
17	BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
18	BALDWIN EMC	1,648.00	Utilities
19	BLUE CROSS & BLUE SHIELD OF AL	185,635.14	Payroll
20	CORRECTIONAL PEACE OFFICERS FOUNDATION	15.00	Payroll
21	DANIEL O'BRIEN	1,491.20	Payroll
22	DEPT OF CHILDREN & FAMILY SVC	193.84	Payroll
23	FAIRHOPE, CITY OF	14.44	Utilities
24	FLEXIBLE BENEFITS	10,281.61	Payroll
25	FRONTIER COMMUNICATIONS	14.70	Telephone
26	IRS-TAX PAYMENT	212,586.64	Payroll
27	JACKSON, ASHLEY LYNN STACKS	972.74	Land Redemption
28	JODY W CAMPBELL, CIRCUIT CLK	796.60	Payroll
29	LIBERTY NATIONAL LIFE	6,306.51	Payroll
30	LOXLEY, TOWN OF	147.29	Utilities
31	N BALDWIN HOSPITAL WELLNESS CTR	195.00	Payroll
32	NATIONWIDE RETIREMENT SOLUTIONS	8,674.01	Payroll
33	NORTH BALDWIN UTILITIES	5,403.11	Utilities
34	PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities
35	PETTY CASH- SARA PEDEN	200.00	Petty Cash
36	RIVIERA UTILITIES	551.13	Utilities
37	ROBERTSDALE, CITY OF	29,381.00	Utilities
38	SILVERHILL, TOWN OF	143.52	Utilities
39	SOUTHERN LINC WIRELESS	5,639.09	Telephone
40	STALCUP, SHAUN LEIGH	120.00	Solid Waste Refund
41	UNITED WAY OF BALDWIN CNTY	307.00	Payroll
42	VERIZON WIRELESS	14,872.62	Telephone
43	VISION SERVICE PLAN	5,678.68	Payroll
	Grand Total	**2,310,753.61**	

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
39441	LIBERTY NATIONAL LIFE	251 9285157	00001	1,563.87	.47-			1,564.34
40624	UNITED WAY OF BALDWIN CNTY **		00001	142.00				142.00
91547	NORTH BALDWIN HOSPITAL WELLNES		00001	117.00				117.00
170616	AFLAC CAIC		00001	112.54				112.54
180373	BALDWIN CNTY COMMISSION - DENT		00001	69.00	69.00			
184852	VISION SERVICE PLAN		00001	2,224.80	42.22			2,182.58
186456	BALDWIN CNTY COMMISSION - HEAL		00001	9,205.85	9,205.85			
	General Fund		00001	13,435.06	9,316.60			4,118.46
39441	LIBERTY NATIONAL LIFE	251 9285157	00103	152.06				152.06
184852	VISION SERVICE PLAN		00103	15.70				15.70
	County Transportation Fund		00103	167.76				167.76
40624	UNITED WAY OF BALDWIN CNTY **		00104	4.00				4.00
	Legislative Del Off Fund		00104	4.00				4.00
39441	LIBERTY NATIONAL LIFE	251 9285157	00105	543.78				543.78
40624	UNITED WAY OF BALDWIN CNTY **		00105	2.00				2.00
64266	CORRECTIONAL PEACE OFFICERS F0916	9280071FAX	00105	5.00				5.00
184852	VISION SERVICE PLAN		00105	163.98				163.98
186456	BALDWIN CNTY COMMISSION - HEAL		00105	896.00	896.00			
	Juvenile Detention Fac Fund		00105	1,610.76	896.00			714.76
39441	LIBERTY NATIONAL LIFE	251 9285157	00106	18.20				18.20
91547	NORTH BALDWIN HOSPITAL WELLNES		00106	39.00				39.00
184852	VISION SERVICE PLAN		00106	28.14				28.14
	Baldwin Co Archives Fund		00106	85.34				85.34
39441	LIBERTY NATIONAL LIFE	251 9285157	00109	41.00				41.00
184852	VISION SERVICE PLAN		00109	93.62	10.82			82.80
186456	BALDWIN CNTY COMMISSION - HEAL		00109	548.00	548.00			
	Animal Shelter		00109	682.62	558.82			123.80
39441	LIBERTY NATIONAL LIFE	251 9285157	00111	1,837.14				1,837.14
40624	UNITED WAY OF BALDWIN CNTY **		00111	28.00				28.00
170616	AFLAC CAIC		00111	15.56				15.56
180373	BALDWIN CNTY COMMISSION - DENT		00111	91.00	91.00			
184852	VISION SERVICE PLAN		00111	1,198.24	70.36			1,127.88
186456	BALDWIN CNTY COMMISSION - HEAL		00111	6,912.71	6,912.71			
	7 Cent Gasoline Tax Fund		00111	10,082.65	7,074.07			3,008.58
39441	LIBERTY NATIONAL LIFE	251 9285157	00120	359.64				359.64
40624	UNITED WAY OF BALDWIN CNTY **		00120	32.00				32.00
184852	VISION SERVICE PLAN		00120	411.34				411.34
186456	BALDWIN CNTY COMMISSION - HEAL		00120	2,440.00	2,440.00			
	Reappraisal Fund		00120	3,242.98	2,440.00			802.98
40624	UNITED WAY OF BALDWIN CNTY **		00140	19.00				19.00

Supplier Number	Name	Phone Number	Co	Balance Open	Aging: Current	1 - 0	Over 0		
180373	BALDWIN CNTY COMMISSION - DENT		00140	91.00	91.00				
184852	VISION SERVICE PLAN		00140	125.02					125.02
186456	BALDWIN CNTY COMMISSION - HEAL		00140	912.00	912.00				
	Council on Aging Fund		00140	1,147.02	1,003.00				144.02
39441	LIBERTY NATIONAL LIFE	251 9285157	00143	668.66					668.66
40624	UNITED WAY OF BALDWIN CNTY **		00143	26.00					26.00
91547	NORTH BALDWIN HOSPITAL WELLNES		00143	39.00					39.00
180373	BALDWIN CNTY COMMISSION - DENT		00143	68.00	68.00				
184852	VISION SERVICE PLAN		00143	364.74	21.64				343.10
186456	BALDWIN CNTY COMMISSION - HEAL		00143	821.00	821.00				
	Section 18 Fund		00143	1,987.40	910.64				1,076.76
39441	LIBERTY NATIONAL LIFE	251 9285157	00144	314.18					314.18
40624	UNITED WAY OF BALDWIN CNTY **		00144	6.00					6.00
184852	VISION SERVICE PLAN		00144	199.68	15.70				183.98
186456	BALDWIN CNTY COMMISSION - HEAL		00144	448.00	448.00				
	Parks Fund		00144	967.86	463.70				504.16
184852	VISION SERVICE PLAN		00146	15.70	15.70				
	Eastern Shore Metro Planning O		00146	15.70	15.70				
39441	LIBERTY NATIONAL LIFE	251 9285157	00510	376.22					376.22
40624	UNITED WAY OF BALDWIN CNTY **		00510	14.00					14.00
64266	CORRECTIONAL PEACE OFFICERS FO	916 9280071FAX	00510	10.00					10.00
180373	BALDWIN CNTY COMMISSION - DENT		00510	68.00	68.00				
184852	VISION SERVICE PLAN		00510	356.10	28.14				327.96
186456	BALDWIN CNTY COMMISSION - HEAL		00510	364.00	364.00				
	Solid Waste Fund		00510	1,188.32	460.14				728.18
39441	LIBERTY NATIONAL LIFE	251 9285157	00511	431.76					431.76
40624	UNITED WAY OF BALDWIN CNTY **		00511	34.00					34.00
180373	BALDWIN CNTY COMMISSION - DENT		00511	102.00	102.00				
184852	VISION SERVICE PLAN		00511	481.62	5.41				476.21
186456	BALDWIN CNTY COMMISSION - HEAL		00511	3,083.00	3,083.00				
	Solid Waste Collection Fund		00511	4,132.38	3,190.41				941.97
180373	BALDWIN CNTY COMMISSION - DENT		00790	982.00	982.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00790	5,768.44	5,768.44				
	Self Insurance Trust		00790	6,750.44	6,750.44				
	Grand Total(s)		00790	45,500.29	33,079.52				12,420.77

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
19003	NORTH BALDWIN UTILITIES		00001	263.45					263.45
51003	RIVIERA UTILITIES		00001	163.28					163.28
54257	FRONTIER COMMUNICATIONS		00001	14.70					14.70
	General Fund		00001	441.43					441.43
19003	NORTH BALDWIN UTILITIES		00104	118.60					118.60
	Legislative Del Off Fund		00104	118.60					118.60
97691	BALDWIN COUNTY SEWER SERVICE L		00109	508.94					508.94
	Animal Shelter		00109	508.94					508.94
14005	BALDWIN EMC	251 9890118	00111	630.00					630.00
51003	RIVIERA UTILITIES		00111	15.25					15.25
97691	BALDWIN COUNTY SEWER SERVICE L		00111	228.90					228.90
	7 Cent Gasoline Tax Fund		00111	874.15					874.15
14005	BALDWIN EMC	251 9890118	00144	649.00					649.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00144	14.44					14.44
51003	RIVIERA UTILITIES		00144	244.78					244.78
97691	BALDWIN COUNTY SEWER SERVICE L		00144	114.45					114.45
	Parks Fund		00144	1,022.67					1,022.67
14005	BALDWIN EMC	251 9890118	00510	39.00					39.00
97691	BALDWIN COUNTY SEWER SERVICE L		00510	655.00					655.00
	Solid Waste Fund		00510	694.00					694.00
183258	ALABAMA WIDESPREAD HOLDINGS LL		00725	20,610.08	20,610.08				
185813	JACKSON, ASHLEY LYNN STACKS		00725	972.74	972.74				
	Land Redemption Fund		00725	21,582.82	21,582.82				
	Grand Total(s)		00725	25,242.61	21,582.82				3,659.79

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2843798 Type M Date 4/1/2019		User ID RBENSON					
PN	9204626			4/1/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	37,682.76-			D			
PV	484456	00790	001	4/1/2019		42257-999 040119	PERIOD 04/01/19-05/01/19							
						Cash	00018481		37,682.76-	AA				
							Totals for Bank Account	37,682.76-	37,682.76-					
							Totals for Batch	37,682.76-	37,682.76-					
							User Total	37,682.76-	37,682.76-					
							Grand Total	37,682.76-	37,682.76-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2843836 Type M Date 4/2/2019		User ID		RBENSON			
PN	9204628			4/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,233.70-			D			
PV	484734	00790	001	4/2/2019		42257 999 03292019	WEEK: 03/25/19-03/29/19							
						Cash	00018481		3,233.70-	AA				
PN	9204628			4/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,980.60-			D			
PV	484734	00790	002	4/2/2019		42257 999 03292019	WEEK: 03/25/19-03/29/19							
						Cash	00018481		1,980.60-	AA				
PN	9204628			4/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	210.00-			D			
PV	484734	00790	003	4/2/2019		42257 999 03292019	WEEK: 03/25/19-03/29/19							
						Cash	00018481		210.00-	AA				
PN	9204628			4/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	650.92-			D			
PV	484734	00790	004	4/2/2019		42257 999 03292019	WEEK: 03/25/19-03/29/19							
						Cash	00018481		650.92-	AA				
PN	9204628			4/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	133,976.20-			D			
PV	484734	00790	005	4/2/2019		42257 999 03292019	WEEK: 03/25/19-03/29/19							
						Cash	00018481		133,976.20-	AA				
PN	9204628			4/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	7,742.84-			D			
PV	484734	00790	006	4/2/2019		42257 999 03292019	WEEK: 03/25/19-03/29/19							
						Cash	00018481		7,742.84-	AA				
PN	9204628			4/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	158.12-			D			
PV	484734	00790	007	4/2/2019		42257 999 03292019	WEEK: 03/25/19-03/29/19							
						Cash	00018481		158.12-	AA				
						Totals for Bank Account		147,952.38-	147,952.38-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2843839	Type M	Date 4/2/2019	User ID		SGRANT		
PN	9204629			4/2/2019	00001	AL STATE DEPT OF INDUSTRIAL RE	54070	9,472.34-				D		
PV	484740	00001	001	4/2/2019		213311800;3/31/19	ACCT# 213311800							
						Cash	00018481		9,472.34-	AA				
						Totals for Bank Account		9,472.34-	9,472.34-					
						Totals for Batch		9,472.34-	9,472.34-					
						User Total		9,472.34-	9,472.34-					
						Grand Total		9,472.34-	9,472.34-					

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2843842	Type M	Date 04/02/19	User ID	ECUTSINGER			
PN	9204630			04/05/19	00001	IRS-TAX PAYMENT	54188	27,438.88-			D			
T7	484480	00001	001	04/05/19		04021992122108	636001408 Payroll Taxes							
						Cash	00018481		27,438.88-	AA				
PN	9204630			04/05/19	00001	IRS-TAX PAYMENT	54188	51,905.42-			D			
T7	484481	00001	001	04/05/19		04021992122109	636001408 Payroll Taxes							
						Cash	00018481		51,905.42-	AA				
PN	9204630			04/05/19	00103	IRS-TAX PAYMENT	54188	190.08-			D			
T7	484483	00103	001	04/05/19		04021992122110	636001408 Payroll Taxes							
						Cash	00018481		190.08-	AA				
PN	9204630			04/05/19	00103	IRS-TAX PAYMENT	54188	335.48-			D			
T7	484484	00103	001	04/05/19		04021992122111	636001408 Payroll Taxes							
						Cash	00018481		335.48-	AA				
PN	9204630			04/05/19	00104	IRS-TAX PAYMENT	54188	380.05-			D			
T7	484485	00104	001	04/05/19		04021992122112	636001408 Payroll Taxes							
						Cash	00018481		380.05-	AA				
PN	9204630			04/05/19	00104	IRS-TAX PAYMENT	54188	656.76-			D			
T7	484486	00104	001	04/05/19		04021992122113	636001408 Payroll Taxes							
						Cash	00018481		656.76-	AA				
PN	9204630			04/05/19	00105	IRS-TAX PAYMENT	54188	1,952.83-			D			
T7	484487	00105	001	04/05/19		04021992122114	636001408 Payroll Taxes							
						Cash	00018481		1,952.83-	AA				
PN	9204630			04/05/19	00105	IRS-TAX PAYMENT	54188	4,032.40-			D			
T7	484488	00105	001	04/05/19		04021992122115	636001408 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts Payment Amount Discount Taken	Amounts G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		4,032.40-	AA				
PN	9204630			04/05/19	00106	IRS-TAX PAYMENT	54188	59.29-			D			
T7	484489	00106	001	04/05/19		04021992122116	636001408 Payroll Taxes							
						Cash	00018481		59.29-	AA				
PN	9204630			04/05/19	00106	IRS-TAX PAYMENT	54188	711.26-			D			
T7	484490	00106	001	04/05/19		04021992122117	636001408 Payroll Taxes							
						Cash	00018481		711.26-	AA				
PN	9204630			04/05/19	00109	IRS-TAX PAYMENT	54188	949.85-			D			
T7	484491	00109	001	04/05/19		04021992122118	636001408 Payroll Taxes							
						Cash	00018481		949.85-	AA				
PN	9204630			04/05/19	00109	IRS-TAX PAYMENT	54188	1,776.20-			D			
T7	484492	00109	001	04/05/19		04021992122119	636001408 Payroll Taxes							
						Cash	00018481		1,776.20-	AA				
PN	9204630			04/05/19	00111	IRS-TAX PAYMENT	54188	17,418.46-			D			
T7	484494	00111	001	04/05/19		04021992122120	636001408 Payroll Taxes							
						Cash	00018481		17,418.46-	AA				
PN	9204630			04/05/19	00111	IRS-TAX PAYMENT	54188	35,040.96-			D			
T7	484495	00111	001	04/05/19		04021992122121	636001408 Payroll Taxes							
						Cash	00018481		35,040.96-	AA				
PN	9204630			04/05/19	00120	IRS-TAX PAYMENT	54188	5,420.71-			D			
T7	484496	00120	001	04/05/19		04021992122122	636001408 Payroll Taxes							
						Cash	00018481		5,420.71-	AA				
PN	9204630			04/05/19	00120	IRS-TAX PAYMENT	54188	10,616.76-			D			
T7	484497	00120	001	04/05/19		04021992122123	636001408 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		10,616.76-	AA				
PN	9204630			04/05/19	00140	IRS-TAX PAYMENT	54188	721.23-			D			
T7	484498	00140	001	04/05/19		04021992122124	636001408 Payroll Taxes							
						Cash	00018481		721.23-	AA				
PN	9204630			04/05/19	00140	IRS-TAX PAYMENT	54188	1,710.38-			D			
T7	484499	00140	001	04/05/19		04021992122125	636001408 Payroll Taxes							
						Cash	00018481		1,710.38-	AA				
PN	9204630			04/05/19	00143	IRS-TAX PAYMENT	54188	3,426.72-			D			
T7	484500	00143	001	04/05/19		04021992122126	636001408 Payroll Taxes							
						Cash	00018481		3,426.72-	AA				
PN	9204630			04/05/19	00143	IRS-TAX PAYMENT	54188	7,333.54-			D			
T7	484501	00143	001	04/05/19		04021992122127	636001408 Payroll Taxes							
						Cash	00018481		7,333.54-	AA				
PN	9204630			04/05/19	00144	IRS-TAX PAYMENT	54188	1,749.33-			D			
T7	484502	00144	001	04/05/19		04021992122128	636001408 Payroll Taxes							
						Cash	00018481		1,749.33-	AA				
PN	9204630			04/05/19	00144	IRS-TAX PAYMENT	54188	3,742.16-			D			
T7	484503	00144	001	04/05/19		04021992122129	636001408 Payroll Taxes							
						Cash	00018481		3,742.16-	AA				
PN	9204630			04/05/19	00146	IRS-TAX PAYMENT	54188	280.58-			D			
T7	484505	00146	001	04/05/19		04021992122130	636001408 Payroll Taxes							
						Cash	00018481		280.58-	AA				
PN	9204630			04/05/19	00146	IRS-TAX PAYMENT	54188	476.92-			D			
T7	484506	00146	001	04/05/19		04021992122131	636001408 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		476.92-	AA				
PN	9204630			04/05/19	00510	IRS-TAX PAYMENT	54188	4,814.98-			D			
T7	484507	00510	001	04/05/19		04021992122132	636001408 Payroll Taxes							
						Cash	00018481		4,814.98-	AA				
PN	9204630			04/05/19	00510	IRS-TAX PAYMENT	54188	9,492.54-			D			
T7	484508	00510	001	04/05/19		04021992122133	636001408 Payroll Taxes							
						Cash	00018481		9,492.54-	AA				
PN	9204630			04/05/19	00511	IRS-TAX PAYMENT	54188	6,016.52-			D			
T7	484509	00511	001	04/05/19		04021992122134	636001408 Payroll Taxes							
						Cash	00018481		6,016.52-	AA				
PN	9204630			04/05/19	00511	IRS-TAX PAYMENT	54188	13,803.28-			D			
T7	484510	00511	001	04/05/19		04021992122135	636001408 Payroll Taxes							
						Cash	00018481		13,803.28-	AA				
PN	9204630			04/05/19	00740	IRS-TAX PAYMENT	54188	22.53-			D			
T7	484511	00740	001	04/05/19		04021992122136	636001408 Payroll Taxes							
						Cash	00018481		22.53-	AA				
PN	9204630			04/05/19	00740	IRS-TAX PAYMENT	54188	110.54-			D			
T7	484512	00740	001	04/05/19		04021992122137	636001408 Payroll Taxes							
						Cash	00018481		110.54-	AA				
							Totals for Bank Account	212,586.64-	212,586.64-					
							Totals for Batch	212,586.64-	212,586.64-					
							User Total	212,586.64-	212,586.64-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2843824 Type M Date 04/02/19		User ID	ECUTSINGER				
PN	9204627			04/05/19	00001	ALABAMA INCOME TAX DIVISION	10365	13,416.60-			D			
T7	482624	00001	001	03/08/19		03041915250740	37585 Payroll Taxes							
						Cash	00018481		13,416.60-	AA				
PN	9204627			04/05/19	00103	ALABAMA INCOME TAX DIVISION	10365	84.16-			D			
T7	482625	00103	001	03/08/19		03041915250741	37585 Payroll Taxes							
						Cash	00018481		84.16-	AA				
PN	9204627			04/05/19	00104	ALABAMA INCOME TAX DIVISION	10365	162.25-			D			
T7	482626	00104	001	03/08/19		03041915250742	37585 Payroll Taxes							
						Cash	00018481		162.25-	AA				
PN	9204627			04/05/19	00105	ALABAMA INCOME TAX DIVISION	10365	1,077.28-			D			
T7	482627	00105	001	03/08/19		03041915250743	37585 Payroll Taxes							
						Cash	00018481		1,077.28-	AA				
PN	9204627			04/05/19	00106	ALABAMA INCOME TAX DIVISION	10365	193.35-			D			
T7	482628	00106	001	03/08/19		03041915250744	37585 Payroll Taxes							
						Cash	00018481		193.35-	AA				
PN	9204627			04/05/19	00109	ALABAMA INCOME TAX DIVISION	10365	555.28-			D			
T7	482629	00109	001	03/08/19		03041915250745	37585 Payroll Taxes							
						Cash	00018481		555.28-	AA				
PN	9204627			04/05/19	00111	ALABAMA INCOME TAX DIVISION	10365	8,314.28-			D			
T7	482630	00111	001	03/08/19		03041915250746	37585 Payroll Taxes							
						Cash	00018481		8,314.28-	AA				
PN	9204627			04/05/19	00120	ALABAMA INCOME TAX DIVISION	10365	2,688.79-			D			
T7	482631	00120	001	03/08/19		03041915250747	37585 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		2,688.79-	AA				
PN	9204627			04/05/19	00140	ALABAMA INCOME TAX DIVISION	10365	423.53-			D			
T7	482632	00140	001	03/08/19		03041915250748	37585 Payroll Taxes							
						Cash	00018481		423.53-	AA				
PN	9204627			04/05/19	00143	ALABAMA INCOME TAX DIVISION	10365	1,987.64-			D			
T7	482633	00143	001	03/08/19		03041915250749	37585 Payroll Taxes							
						Cash	00018481		1,987.64-	AA				
PN	9204627			04/05/19	00144	ALABAMA INCOME TAX DIVISION	10365	885.85-			D			
T7	482635	00144	001	03/08/19		03041915250750	37585 Payroll Taxes							
						Cash	00018481		885.85-	AA				
PN	9204627			04/05/19	00146	ALABAMA INCOME TAX DIVISION	10365	123.88-			D			
T7	482636	00146	001	03/08/19		03041915250751	37585 Payroll Taxes							
						Cash	00018481		123.88-	AA				
PN	9204627			04/05/19	00510	ALABAMA INCOME TAX DIVISION	10365	2,708.68-			D			
T7	482637	00510	001	03/08/19		03041915250752	37585 Payroll Taxes							
						Cash	00018481		2,708.68-	AA				
PN	9204627			04/05/19	00511	ALABAMA INCOME TAX DIVISION	10365	4,034.60-			D			
T7	482638	00511	001	03/08/19		03041915250753	37585 Payroll Taxes							
						Cash	00018481		4,034.60-	AA				
PN	9204627			04/05/19	00740	ALABAMA INCOME TAX DIVISION	10365	9.80-			D			
T7	482639	00740	001	03/08/19		03041915250754	37585 Payroll Taxes							
						Cash	00018481		9.80-	AA				
PN	9204627			04/05/19	00001	ALABAMA INCOME TAX DIVISION	10365	1,437.85-			D			
T7	483438	00001	001	03/22/19		0318191057222	37585 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		1,437.85-	AA				
PN	9204627			04/05/19	00001	ALABAMA INCOME TAX DIVISION	10365	13,190.74-			D			
T7	483692	00001	001	03/22/19		0319199243038	37585 Payroll Taxes							
						Cash	00018481		13,190.74-	AA				
PN	9204627			04/05/19	00103	ALABAMA INCOME TAX DIVISION	10365	91.90-			D			
T7	483693	00103	001	03/22/19		0319199243039	37585 Payroll Taxes							
						Cash	00018481		91.90-	AA				
PN	9204627			04/05/19	00104	ALABAMA INCOME TAX DIVISION	10365	162.94-			D			
T7	483695	00104	001	03/22/19		0319199243040	37585 Payroll Taxes							
						Cash	00018481		162.94-	AA				
PN	9204627			04/05/19	00105	ALABAMA INCOME TAX DIVISION	10365	1,089.14-			D			
T7	483696	00105	001	03/22/19		0319199243041	37585 Payroll Taxes							
						Cash	00018481		1,089.14-	AA				
PN	9204627			04/05/19	00106	ALABAMA INCOME TAX DIVISION	10365	217.18-			D			
T7	483697	00106	001	03/22/19		0319199243042	37585 Payroll Taxes							
						Cash	00018481		217.18-	AA				
PN	9204627			04/05/19	00109	ALABAMA INCOME TAX DIVISION	10365	463.75-			D			
T7	483698	00109	001	03/22/19		0319199243043	37585 Payroll Taxes							
						Cash	00018481		463.75-	AA				
PN	9204627			04/05/19	00111	ALABAMA INCOME TAX DIVISION	10365	8,390.38-			D			
T7	483699	00111	001	03/22/19		0319199243044	37585 Payroll Taxes							
						Cash	00018481		8,390.38-	AA				
PN	9204627			04/05/19	00120	ALABAMA INCOME TAX DIVISION	10365	2,705.03-			D			
T7	483700	00120	001	03/22/19		0319199243045	37585 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		2,705.03-	AA				
PN	9204627			04/05/19	00140	ALABAMA INCOME TAX DIVISION	10365	413.73-			D			
T7	483701	00140	001	03/22/19		0319199243046	37585 Payroll Taxes							
						Cash	00018481		413.73-	AA				
PN	9204627			04/05/19	00143	ALABAMA INCOME TAX DIVISION	10365	1,956.97-			D			
T7	483702	00143	001	03/22/19		0319199243047	37585 Payroll Taxes							
						Cash	00018481		1,956.97-	AA				
PN	9204627			04/05/19	00144	ALABAMA INCOME TAX DIVISION	10365	880.09-			D			
T7	483703	00144	001	03/22/19		0319199243048	37585 Payroll Taxes							
						Cash	00018481		880.09-	AA				
PN	9204627			04/05/19	00146	ALABAMA INCOME TAX DIVISION	10365	123.70-			D			
T7	483704	00146	001	03/22/19		0319199243049	37585 Payroll Taxes							
						Cash	00018481		123.70-	AA				
PN	9204627			04/05/19	00510	ALABAMA INCOME TAX DIVISION	10365	2,553.71-			D			
T7	483706	00510	001	03/22/19		0319199243050	37585 Payroll Taxes							
						Cash	00018481		2,553.71-	AA				
PN	9204627			04/05/19	00511	ALABAMA INCOME TAX DIVISION	10365	3,896.07-			D			
T7	483707	00511	001	03/22/19		0319199243051	37585 Payroll Taxes							
						Cash	00018481		3,896.07-	AA				
PN	9204627			04/05/19	00740	ALABAMA INCOME TAX DIVISION	10365	9.80-			D			
T7	483708	00740	001	03/22/19		0319199243052	37585 Payroll Taxes							
						Cash	00018481		9.80-	AA				
						Totals for Bank Account		74,248.95-	74,248.95-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts Payment Amount Discount Taken	Amounts G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
							Totals for Batch	74,248.95-	74,248.95-					
							User Total	74,248.95-	74,248.95-					
							Grand Total	74,248.95-	74,248.95-					

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
717	FLEXIBLE BENEFITS 251	9370264	00001	4,937.27	4,937.27				
40627	NATIONWIDE RETIREMENT SOLUTION		00001	4,226.51	4,226.51				
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	347.08	347.08				
112221	CAMPBELL, JODY W CIRCUIT CLERK		00001	234.68	234.68				
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,316.50	4,316.50				
184047	O'BRIEN, DANIEL		00001	368.30	368.30				
186456	BALDWIN CNTY COMMISSION - HEAL		00001	157,423.50	157,423.50				
	General Fund		00001	171,853.84	171,853.84				
717	FLEXIBLE BENEFITS 251	9370264	00103	41.67	41.67				
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00103	2,362.00	2,362.00				
	County Transportation Fund		00103	2,437.67	2,437.67				
112221	CAMPBELL, JODY W CIRCUIT CLERK		00104	105.07	105.07				
180373	BALDWIN CNTY COMMISSION - DENT		00104	23.00	23.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00104	998.00	998.00				
	Legislative Del Off Fund		00104	1,126.07	1,126.07				
717	FLEXIBLE BENEFITS 251	9370264	00105	87.08	87.08				
40627	NATIONWIDE RETIREMENT SOLUTION		00105	103.00	103.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	436.15	436.15				
180373	BALDWIN CNTY COMMISSION - DENT		00105	426.00	426.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00105	13,536.00	13,536.00				
	Juvenile Detention Fac Fund		00105	14,588.23	14,588.23				
717	FLEXIBLE BENEFITS 251	9370264	00106	79.17	79.17				
180373	BALDWIN CNTY COMMISSION - DENT		00106	76.50	76.50				
184047	O'BRIEN, DANIEL		00106	252.92	252.92				
186456	BALDWIN CNTY COMMISSION - HEAL		00106	2,346.50	2,346.50				
	Baldwin Co Archives Fund		00106	2,755.09	2,755.09				
40627	NATIONWIDE RETIREMENT SOLUTION		00109	40.00	40.00				
54555	AL STATE DEPT OF REVENUE 205	2421220	00109	208.07	208.07				
180373	BALDWIN CNTY COMMISSION - DENT		00109	168.00	168.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00109	5,826.50	5,826.50				
	Animal Shelter		00109	6,242.57	6,242.57				
717	FLEXIBLE BENEFITS 251	9370264	00111	1,766.86	1,766.86				
40627	NATIONWIDE RETIREMENT SOLUTION		00111	2,910.00	2,910.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	500.44	500.44				
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,658.00	2,658.00				
184047	O'BRIEN, DANIEL		00111	146.30	146.30				
186456	BALDWIN CNTY COMMISSION - HEAL		00111	104,695.50	104,695.50				
188062	BALDWIN CNTY COMMISSION - BOOT		00111	27.50	27.50				
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84				

Supplier Number	Supplier Name	Phone Number	Co	Balance Open	Aging Current	Aging 1 - 0	Aging Over 0		
	7 Cent Gasoline Tax Fund		00111	112,898.44	112,898.44				
717	FLEXIBLE BENEFITS 251	9370264	00120	695.34	695.34				
40627	NATIONWIDE RETIREMENT SOLUTION		00120	710.00	710.00				
180373	BALDWIN CNTY COMMISSION - DENT		00120	804.50	804.50				
184047	O'BRIEN, DANIEL		00120	299.99	299.99				
186456	BALDWIN CNTY COMMISSION - HEAL		00120	30,180.50	30,180.50				
	Reappraisal Fund		00120	32,690.33	32,690.33				
717	FLEXIBLE BENEFITS 251	9370264	00140	287.50	287.50				
180373	BALDWIN CNTY COMMISSION - DENT		00140	255.50	255.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00140	7,584.00	7,584.00				
	Council on Aging Fund		00140	8,127.00	8,127.00				
717	FLEXIBLE BENEFITS 251	9370264	00143	631.24	631.24				
40627	NATIONWIDE RETIREMENT SOLUTION		00143	300.00	300.00				
180373	BALDWIN CNTY COMMISSION - DENT		00143	729.50	729.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00143	25,792.50	25,792.50				
	Section 18 Fund		00143	27,453.24	27,453.24				
717	FLEXIBLE BENEFITS 251	9370264	00144	12.50	12.50				
40627	NATIONWIDE RETIREMENT SOLUTION		00144	90.00	90.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	128.77	128.77				
180373	BALDWIN CNTY COMMISSION - DENT		00144	347.00	347.00				
184047	O'BRIEN, DANIEL		00144	423.69	423.69				
186456	BALDWIN CNTY COMMISSION - HEAL		00144	12,246.00	12,246.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00144	10.00	10.00				
	Parks Fund		00144	13,257.96	13,257.96				
717	FLEXIBLE BENEFITS 251	9370264	00146	62.50	62.50				
180373	BALDWIN CNTY COMMISSION - DENT		00146	45.50	45.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00146	2,362.00	2,362.00				
	Eastern Shore Metro Planning O		00146	2,470.00	2,470.00				
717	FLEXIBLE BENEFITS 251	9370264	00510	874.03	874.03				
40627	NATIONWIDE RETIREMENT SOLUTION		00510	74.50	74.50				
180373	BALDWIN CNTY COMMISSION - DENT		00510	750.00	750.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00510	29,320.00	29,320.00				
	Solid Waste Fund		00510	31,018.53	31,018.53				
717	FLEXIBLE BENEFITS 251	9370264	00511	806.45	806.45				
40627	NATIONWIDE RETIREMENT SOLUTION		00511	220.00	220.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	552.00	552.00				
112221	CAMPBELL, JODY W CIRCUIT CLERK		00511	456.85	456.85				
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,154.50	1,154.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00511	43,378.50	43,378.50				
	Solid Waste Collection Fund		00511	46,568.30	46,568.30				

Supplier					Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
Grand Total(s)			00511	473,487.27	473,487.27				

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
10009	ALABAMA POWER CO ***		00001	53,700.77					53,700.77
19003	NORTH BALDWIN UTILITIES		00001	2,739.77					2,739.77
19031	ROBERTSDALE, CITY OF		00001	27,419.57					27,419.57
62367	SOUTHERN LINC WIRELESS		00001	22.06-	22.06-				
63589	AT&T (BELLSOUTH)**		00001	90.82					90.82
152240	VERIZON WIRELESS **		00001	6,593.15					6,593.15
186412	AL STATE DEPT OF FINANCE-CRAFT		00001	1,256.15					1,256.15
190158	PETTY CASH- SARA PEDEN		00001	200.00					200.00
	General Fund		00001	91,978.17	22.06-				92,000.23
10009	ALABAMA POWER CO ***		00104	222.02					222.02
152240	VERIZON WIRELESS **		00104	52.04					52.04
	Legislative Del Off Fund		00104	274.06					274.06
10009	ALABAMA POWER CO ***		00105	2,114.20					2,114.20
19003	NORTH BALDWIN UTILITIES		00105	676.66					676.66
152240	VERIZON WIRELESS **		00105	208.16					208.16
	Juvenile Detention Fac Fund		00105	2,999.02					2,999.02
10009	ALABAMA POWER CO ***		00106	15.55					15.55
152240	VERIZON WIRELESS **		00106	67.42					67.42
	Baldwin Co Archives Fund		00106	82.97					82.97
152240	VERIZON WIRELESS **		00109	212.24					212.24
	Animal Shelter		00109	212.24					212.24
10009	ALABAMA POWER CO ***		00111	1,684.43					1,684.43
14005	BALDWIN EMC	251 9890118	00111	59.00					59.00
19003	NORTH BALDWIN UTILITIES		00111	993.73					993.73
51003	RIVIERA UTILITIES		00111	127.82					127.82
57007	SILVERHILL, TOWN OF (UTILITIES		00111	109.00					109.00
62367	SOUTHERN LINC WIRELESS		00111	2,537.28					2,537.28
152240	VERIZON WIRELESS **		00111	3,360.23					3,360.23
	7 Cent Gasoline Tax Fund		00111	8,871.49					8,871.49
152240	VERIZON WIRELESS **		00120	1,172.45					1,172.45
	Reappraisal Fund		00120	1,172.45					1,172.45
57069	LOXLEY, TOWN OF (UTILITIES)		00140	26.49					26.49
152240	VERIZON WIRELESS **		00140	92.05					92.05
	Council on Aging Fund		00140	118.54					118.54
10009	ALABAMA POWER CO ***		00143	129.69					129.69
19031	ROBERTSDALE, CITY OF		00143	784.00					784.00
62367	SOUTHERN LINC WIRELESS		00143	1,408.54					1,408.54
152240	VERIZON WIRELESS **		00143	397.19					397.19
	Section 18 Fund		00143	2,719.42					2,719.42
10009	ALABAMA POWER CO ***		00144	327.91					327.91

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
48197	PERDIDO BAY WATER, SEWER, FIRE	251 9875816	00144	18.72					18.72
57007	SILVERHILL, TOWN OF (UTILITIES		00144	34.52					34.52
62367	SOUTHERN LINC WIRELESS		00144	363.92					363.92
152240	VERIZON WIRELESS **		00144	268.28					268.28
	Parks Fund		00144	1,013.35					1,013.35
152240	VERIZON WIRELESS **		00146	104.08					104.08
	Eastern Shore Metro Planning O		00146	104.08					104.08
14005	BALDWIN EMC	251 9890118	00510	271.00					271.00
19003	NORTH BALDWIN UTILITIES		00510	610.90					610.90
57069	LOXLEY, TOWN OF (UTILITIES)		00510	120.80					120.80
62367	SOUTHERN LINC WIRELESS		00510	617.91					617.91
152240	VERIZON WIRELESS **		00510	598.39					598.39
	Solid Waste Fund		00510	2,219.00					2,219.00
62367	SOUTHERN LINC WIRELESS		00511	733.50					733.50
152240	VERIZON WIRELESS **		00511	1,746.94					1,746.94
190136	STALCUP, SHAUN LEIGH (R)		00511	120.00					120.00
	Solid Waste Collection Fund		00511	2,600.44					2,600.44
10009	ALABAMA POWER CO ***		00708	668.78					668.78
19031	ROBERTSDALE, CITY OF		00708	983.43					983.43
	Community Corrections		00708	1,652.21					1,652.21
185802	ARC HOLDINGS 2015		00725	36,013.16					36,013.16
187156	AZALEA PINES LLC		00725	7,276.23					7,276.23
	Land Redemption Fund		00725	43,289.39					43,289.39
19031	ROBERTSDALE, CITY OF		00790	194.00					194.00
	Self Insurance Trust		00790	194.00					194.00
	Grand Total(s)		00790	159,500.83	22.06-				159,522.89

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2843904	Type M	Date 4/4/2019	User ID		SGRANT		
PN	9204631			4/4/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	261,575.64-			D			
PV	485002	00001	001	4/4/2019		4042019	PAYROLL; 4/5/2019							
						Cash	00018481		261,575.64-	AA				
PN	9204631			4/4/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	137,561.34-			D			
PV	485002	00001	002	4/4/2019		4042019	PAYROLL; 4/5/2019							
						Cash	00018481		137,561.34-	AA				
PN	9204631			4/4/2019	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	11,126.29-			D			
PV	485002	00001	003	4/4/2019		4042019	PAYROLL; 4/5/2019							
						Cash	00018481		11,126.29-	AA				
PN	9204631			4/4/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	425,174.38-			D			
PV	485002	00001	004	4/4/2019		4042019	PAYROLL; 4/5/2019							
						Cash	00018481		425,174.38-	AA				
PN	9204631			4/4/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	216,950.96-			D			
PV	485002	00001	005	4/4/2019		4042019	PAYROLL; 4/5/2019							
						Cash	00018481		216,950.96-	AA				
PN	9204631			4/4/2019	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	19,807.73-			D			
PV	485002	00001	006	4/4/2019		4042019	PAYROLL; 4/5/2019							
						Cash	00018481		19,807.73-	AA				
						Totals for Bank Account		1,072,196.34-	1,072,196.34-					
						Totals for Batch		1,072,196.34-	1,072,196.34-					
						User Total		1,072,196.34-	1,072,196.34-					

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
10346	AFLAC	800 9923522	00001	6,529.03	1.36-				6,530.39
	General Fund		00001	6,529.03	1.36-				6,530.39
10346	AFLAC	800 9923522	00103	96.86					96.86
	County Transportation Fund		00103	96.86					96.86
10346	AFLAC	800 9923522	00105	1,228.22					1,228.22
	Juvenile Detention Fac Fund		00105	1,228.22					1,228.22
10346	AFLAC	800 9923522	00106	26.65					26.65
	Baldwin Co Archives Fund		00106	26.65					26.65
10346	AFLAC	800 9923522	00109	234.02					234.02
	Animal Shelter		00109	234.02					234.02
10346	AFLAC	800 9923522	00111	5,314.76					5,314.76
	7 Cent Gasoline Tax Fund		00111	5,314.76					5,314.76
10346	AFLAC	800 9923522	00120	707.96					707.96
	Reappraisal Fund		00120	707.96					707.96
10346	AFLAC	800 9923522	00140	167.20					167.20
	Council on Aging Fund		00140	167.20					167.20
10346	AFLAC	800 9923522	00143	569.26					569.26
	Section 18 Fund		00143	569.26					569.26
10346	AFLAC	800 9923522	00144	659.88					659.88
	Parks Fund		00144	659.88					659.88
10346	AFLAC	800 9923522	00146	119.48					119.48
	Eastern Shore Metro Planning O		00146	119.48					119.48
10346	AFLAC	800 9923522	00510	1,962.12					1,962.12
	Solid Waste Fund		00510	1,962.12					1,962.12
10346	AFLAC	800 9923522	00511	3,487.23	47.06-				3,534.29
	Solid Waste Collection Fund		00511	3,487.23	47.06-				3,534.29
	Grand Total(s)		00511	21,102.67	48.42-				21,151.09

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2843935	Type M	Date 4/8/2019	User ID	SGRANT			
PN	9204634			4/8/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	20,165.08-			D			
PV	485208	00001	001	4/8/2019		4082019	LINCOLN; JAN-FEB-MAR							
						Cash	00018481		20,165.08-	AA				
PN	9204634			4/8/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	10,227.68-			D			
PV	485208	00001	002	4/8/2019		4082019	LINCOLN; JAN-FEB-MAR							
						Cash	00018481		10,227.68-	AA				
PN	9204634			4/8/2019	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	1,387.77-			D			
PV	485208	00001	003	4/8/2019		4082019	LINCOLN; JAN-FEB-MAR							
						Cash	00018481		1,387.77-	AA				
						Totals for Bank Account		31,780.53-	31,780.53-					
						Totals for Batch		31,780.53-	31,780.53-					
						User Total		31,780.53-	31,780.53-					
						Grand Total		31,780.53-	31,780.53-					

Baldwin County Commission

Agenda Action Form

File #: 19-0909, **Version:** 1 **Item #:** GA1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Wayne A. Dyess, County Administrator; Ronald J. Cink, Budget Director
Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

*Considerations Related to Employment Contract - Legislative Delegation Constituent Services Director - Baldwin County Legislative Delegation Office - Bay Minette, Alabama

STAFF RECOMMENDATION

As Requested by the Baldwin County Legislative Delegation, take the following actions:

1. Authorize and approve the Employment Contract between the Baldwin County Commission, the Baldwin County Legislative Delegation and Cliff McCollum, applicable to the position of Legislative Delegation Constituent Services Director, subject to the terms set forth in the Employment Contract; and

2. Further, authorize the Chairman to execute the Employment Contract.

The contract will commence on April 15, 2019, and expire on April 15, 2020.

3. Due to the resignation of Guy L. Busby, as the Legislative Delegation Constituent Services Director, and as authorized in Article IX. of the Employment Contract, acknowledge and make a part of the record, that the Employment Contract between the Baldwin County Commission, the Baldwin County Legislative Delegation and Guy L. Busby, applicable to the position of Legislative Delegation Constituent Services Director, is therefore null and void.

BACKGROUND INFORMATION

Previous Commission action/date: January 16, 2018 - Previous Employment Contract approval for Legislative Delegation Constituent Services Director.

Background: Due to the resignation of the previous Legislative Delegation Constituent Services Director, Mr. Guy L. Busby, the Delegation is requesting that the Commission authorize and approve the Employment Contract between the Baldwin County Commission, the Baldwin County Legislative Delegation and Cliff McCollum, applicable to the position of Legislative Delegation Constituent Services Director.

GENERAL BACKGROUND:

Applicable Baldwin County local laws authorize, among other things, the Baldwin County Legislative Delegation to select personnel who serve at the pleasure of said Delegation; further, that the personnel may be considered County employees for the purpose of being eligible for benefits; further, that the personnel may contract for employment with either the Baldwin County Commission or Baldwin County Legislative Delegation; further, that the personnel are only paid said compensation and benefits from the Baldwin County Legislative Delegation Office Special Fund.

The purpose of the tri-party employment contract is simple as the Baldwin County Legislative Delegations sets the compensation and certain benefits and evaluates the Director, the Baldwin County Commission administers a personnel system where by the Legislative Delegation Constituent Services Director is considered a county employee (without merit classified protections), and the Baldwin County Commission maintains the special fund whereby the Legislative Delegation Constituent Services Director is compensated and benefits costs are derived.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51904.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: This position is not a Baldwin County Commission employee. Only a Baldwin County Legislative Delegation employee.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Monica Taylor - Send Contract to Legislative Delegation for full execution by the Delegation and Mr. McCollum. Have Chairman sign and County Administrator attest and upload fully executed contract BCAP.

Keri Green - Mark previous employment agreement inactive in BCAP.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the "Employment Contract") is made by and between the Baldwin County Legislative Delegation, composed of the members of the Alabama House of Representatives and Alabama State Senate who represent Baldwin County, Alabama, in the Legislature of Alabama (hereafter the "Baldwin County Legislative Delegation"), and **Cliff McCollum** (hereafter the "Contract Employee"), wherein the Baldwin County Legislative Delegation agrees to provide, the Contract Employee agrees to accept, employment in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

FURTHERMORE, THIS EMPLOYMENT CONTRACT has been approved by the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission").

WITNESSETH:

WHEREAS, personnel for the Baldwin County Legislative Delegation are governed in accordance with Section 45-2-190 of the Code of Alabama (1975) which provides as follows:

> There is hereby established the Baldwin County Legislative Office. The County Commission of Baldwin County shall provide office space, office furniture, office equipment, telephone service, and accommodation for the members of the legislative delegation from the county. The personnel for the legislative delegation office shall be selected by the members of the legislative delegation. The personnel may or may not be considered county employees for the purposes of being eligible to participate in and be eligible for benefits available to county employees. The county commission or members of the legislative delegation may contract for services or employment with such personnel. The personnel shall serve at the pleasure of the legislative delegation. The amount of compensation for each of the assistants shall be fixed by the members of the legislative delegation and such compensation and benefits shall be paid by the county from the special fund established in Section 45-2-220.05.

WHEREAS, as provided at Section 45-2-190 of the Code of Alabama (1975), the amount of compensation for each of the assistants (i.e. personnel) shall be fixed by the members of the Baldwin County Legislative Delegation, and such compensation and benefits shall be paid by the Baldwin County Commission from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), which Section 45-2-220.05 of the Code of Alabama (1975) provides as follows:

(a) In Baldwin County, there is levied an additional recording fee of three dollars ($3), and the Baldwin County Commission may impose, by resolution of the county commission, an additional recording fee not to exceed two dollars ($2), which shall be charged and collected on each instrument, unless the instrument is otherwise exempt from all fees filed for record in the office of the judge of probate. The office of the judge of probate shall not receive an instrument, unless the instrument is otherwise exempt from the payment of a filing fee, for filing unless the filing fee required by this part is paid. The fees required by this part shall be in addition to all other fees provided by law.

(b) One dollar ($1) from each three dollar ($3) additional recording fee collected shall be deposited by the county commission in a special fund established in a bank located in Baldwin County to be used for the purpose of establishing, operating, and maintaining the county legislative delegation office. Disbursements from the fund shall be made by the county commission only upon direction of a majority of the members of the county legislative delegation who reside in Baldwin County. Any unexpected balance in the fund at the end of the county fiscal year shall remain in the fund and shall not revert to any other state or local fund. Starting with the 2000 fiscal year budget, the county commission may make such appropriations as it deems necessary from time to time from the county general fund to the special fund for the county legislative delegation office.

(c) Fees collected under this part shall be audited by the Examiners of Public Accounts.

WHEREAS, in accordance with Section 45-2-190 of the Code of Alabama (1975), the Baldwin County Legislative Delegation has selected to employ the Contract Employee as Legislative Assistant; and

WHEREAS, the Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Baldwin County Legislative Delegation has requested that the Contract Employee be treated by the Baldwin County Commission as a County employee for the purpose only of receiving certain benefits provided to County employees.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Legislative Delegation, the Contract Employee and the Baldwin County Commission agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Legislative Delegation in accordance with the applicable state law.

Without Cause: At the sole discretion of the Baldwin County Legislative Delegation and without the need for a reason.

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by Baldwin County, Alabama, only from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) to the dismissed Contract Employee in accordance with the terms of this Employment Contract.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Legislative Delegation selects the Contract Employee, and the Contract Employee hereby accepts employment with the Baldwin County Legislative Delegation as **Legislative Delegation Constituent Services Director**, which shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Contract Employee is employed solely at the pleasure of the Baldwin County Legislative Delegation and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Legislative Delegation pursuant to this Employment Contract.

The Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Legislative Delegation.

Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be Monday, April 15, 2019. This Employment Contract shall continue in full force and effect through and including April 15, 2020.

Article V.

SCOPE OF SERVICES/DUTIES

The Contract Employee is employed as **Legislative Delegation Constituent Services Director**. The Contract Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description (see **Exhibit "A"**) of said position and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Legislative Delegation. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Legislative Delegation shall have the right to request the Baldwin County Commission to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Contract Employee.

As stated above, the Contract Employee shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Baldwin County Legislative Delegation, or its designee, shall have supervisory control over the Contract Employee, and the duties of the Contract Employee may be changed from time to time in the sole discretion of the Baldwin County Legislative Delegation. Notwithstanding any such change, the employment of the Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Legislative Delegation without interruption during the term of this Employment Contract. The Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Legislative Delegation.

Article VI.

STANDARD OF PERFORMANCE

The Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Contract Employees is engaged. All services and products of whatsoever nature, which the Contract Employee delivers to the Baldwin County Legislative Delegation pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike

manner and shall conform to the standards of quality normally observed by a person performing services or work in the Contract Employee's profession.

Article VII.

COMPENSATION

The Contract Employee shall be paid for his/her performance under the Employment Contract based upon an annual rate of salary of Forty-Eight Thousand Dollars ($48,000.00). Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama.

In considering any compensation increases or decreases, the Baldwin County Legislative Delegation may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance of the Contract Employee, the resources of the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Baldwin County Legislative Delegation.

Article VIII.

BENEFITS

In addition to the compensation hereinabove set forth, the Contract Employee shall receive benefits only as follows:

The Contract Employee shall be eligible to participate in any available health insurance coverage, life insurance coverage, or disability insurance coverage provided to County Employees by the Baldwin County Commission, subject to the terms and conditions of such insurance coverage, if any.

The Contract Employee shall enjoy leave accrued on the same terms and conditions as are provided for County employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended in the discretion of the Baldwin County Commission.

Notwithstanding any statements contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Contract Employee any other rights existing under the personnel merit system of Baldwin County, Alabama, including, but not limited to, the Baldwin County Commission Personnel Handbook. The Contract Employee only enjoys benefits as they are granted under the Employment Contract.

The Contract Employee shall be required to contribute to the Retirement System of Alabama as provided for by Section 36-27-1, et seq. Code of Alabama (1975).

The Contract Employee shall not receive longevity pay, cost of living adjustments or other pay increases, unless specifically authorized by the Baldwin County Legislative Delegation.

Nothing in this contract, or in any amendment hereto, shall be construed to state or imply that Contract Employee is an employee of Baldwin County. The Contract Employee is an employee of the Baldwin County Legislative Delegation which supervises the employee and makes all decisions as to the Contract Employee in such areas as, but not limited to, discipline, job duties, and pay.

Article IX.

TERMINATION

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Legislative Delegation, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Legislative Delegation to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

In the event that the Contract Employee is terminated without cause, the Baldwin County Legislative Delegation shall instruct the Baldwin County Commission to pay, from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), to the Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. ($4,000.00). In the event that the Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Legislative Delegation, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized by the Baldwin County Legislative Delegation. In the event the Baldwin County Legislative Delegation elects to cancel or not renew the Employment Contract at the end of the term, with or without cause, or the term of the Employment Contract expires, the Contract Employee shall not be entitled to severance pay pursuant to this Employment Agreement.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. Any severance pay and/or other payments due for accumulated leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

The Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Contract Employee shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. However, said Contract Employee shall not be

entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

Article X.

CONTRACT EMPLOYEE EVALUATION

The Baldwin County Legislative Delegation, by and through a majority of the members of the Baldwin County Legislative Delegation who reside in Baldwin County, Alabama, shall prepare and review with the Contract Employee an annual written evaluation of performance. Said annual written evaluation, among other considerations, may be used by the Baldwin County Legislative Delegation in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Legislative Delegation's authority to terminate the Contract Employee with or without cause or at will.

The Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and compliance with Alabama's ethics laws as conditions of employment.

Article XI.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Baldwin County Legislative Delegation and/or the Baldwin County Commission is intended to be exclusive of any other remedy or remedies, and the Baldwin County Legislative Delegation and/or Baldwin County Commission retain each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

Article XII.

SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other remaining provisions hereof. This Employment Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article XIII.

ASSIGNMENT

The Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Legislative Delegation and the Baldwin County Commission, and any attempt to so

assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Contract Employee and this Employment Contract.

Article XIV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Legislative Delegation and/or Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Employment Contract to the Baldwin County Legislative Delegation and/or the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Legislative Delegation and/or the Baldwin County Commission.

Article XV.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties, or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. In addition, this Employment Contract supersedes and replaces all previous employment contracts or agreements between the parties. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVI.

COMPLIANCE WITH THE LAW

The Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County

of Baldwin or, if in a federal court, the United States District Court for the Southern District of Alabama, Southern Division.

Article XVIII.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Contract Employee hereby warrants that the Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Contract Employee is obligated.

Article XIX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XX.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXI.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Employment Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against a drafting party shall not be employed in this interpretation of this Employment Contract or any amendments hereto.

Article XXII.

AUTHORIZATION OF PAYMENT FROM THE SPECIAL FUND

Pursuant to Section 45-2-220.05 (b) of the Code of Alabama (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the County general fund for the purpose of paying the salary, benefits, and any other expenses incurred by the Baldwin County Commission in the employment of the County Employee pursuant to this Employment Contract. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Employment Contract, which shall be the responsibility and obligation of the Baldwin County Legislative Delegation, and the Baldwin County Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Employment Contract. In the event the Baldwin County Legislative Delegation fails to disburse such funds or otherwise pay all expenses incurred by the Baldwin County Commission pursuant to this Employment Contract, this Employment Contract shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Baldwin County Legislative Delegation shall make all payments to the appropriate parties for salaries, benefits, obligations or other expenses incurred pursuant to this Employment Contract through and including the date of such termination.

Article XXIII.

COUNTERPARTS

This Employment Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same contract. It shall be necessary to account for only one (1) such counterpart in proving this Employment Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
SENATOR CHRIS ELLIOTT Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHRIS ELLIOTT, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2019

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. JOE FAUST Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that JOE FAUST, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2019.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
SENATOR GREG ALBRITTON Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that GREG ALBRITTON, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2019.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. STEPHEN MCMILLAN Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that STEPHEN MCMILLAN, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2019.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. HARRY SHIVER Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that HARRY SHIVER, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2019.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. MATT SIMPSON Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that MATT SIMPSON, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2019.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. ALAN BAKER Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that ALAN BAKER, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2019.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

CLIFF MCCOLLUM
(CONTRACT EMPLOYEE)

_____

CLIFF MCCOLLUM **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that **CLIFF MCCOLLUM**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2019.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

EMPLOYMENT CONTRACT APPROVED BY:
BALDWIN COUNTY COMMISSION

By: _____
CHARLES F. GRUBER Date
As Its: Chairman

ATTEST:

By: _____
WAYNE A. DYESS Date
As Its: County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman and WAYNE A. DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2019.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

Exhibit A to Employment Contract

POSITION DESCRIPTION

Title:	Baldwin Legislative Delegation Constituent Services Director
Department:	Legislative Delegation Constituent Services Office
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:	Legislative Delegation
Subordinate Staff:	Legislative Assistants
Other Contacts:	Elected Officials, employees of state agencies, employees of the Commission office, County Departmental Directors, employees of municipalities, area business leaders
External Contacts:	General Public, others as assigned
Status:	Salaried/Exempt
Date Approved:	February I, 2011; January 8, 2014

Job Summary

Performs work of unusual difficulty to assist individual legislators with assignments as directed. In the absence of legislators, serves in a liaison capacity at regular meetings, special meetings, emergency meetings, work sessions or division ("team") meetings of the county governing body, city councils, or as assigned.

Predominate duties entail the compilation of research, as directed by respective legislators; retains a strong ability to handle multiple assignments with efficiency and professionalism; responsible for reviewing and analyzing proposed, new or revised state and federal legislation to determine the possible impacts on the county and municipalities; monitors legislation during sessions of the Legislature of Alabama; arranges for and prepares the agenda for local Legislative Delegation meetings; responsible for public notices, and their distribution, as directed by respective legislators; responsible for preparation of various legal advertisements/ newspaper advertisements as assigned; responsible for reviewing documents/ resolutions / instruments as requested by the respective legislators; responsible for maintaining and overseeing departmental budget; responsible for writing speeches for legislators to present before various groups; responsible for other duties as directed by respective legislators.

Job Domains

A. Research

J, Provides research in a myriad of topics/ issues for Legislative Delegation
2, Reviews documents/ resolutions / instruments as requested by respective legislators,

B, Legislative

1, Reviews and analyzes proposed, new or revised state and federal legislation to determine the possible impacts on the county and municipalities.
2, Researches and prepares bills to be introduced in the Legislature of Alabama by respective legislators upon request.
3, Assists constituents with legislative research.
4, Monitors legislation during sessions of the Legislature of Alabama.

C. Constituent Services

I, Responsible for research and communication to constituents concerning problems experienced with governmental entities and agencies or as otherwise directed,

C. Other

I, Responsible for the preparation of various legal advertisements/ newspaper advertisements as assigned,
2, Prepares annual budget/ maintains/ oversees budget process throughout fiscal year,
3, Arranges for and prepares the agenda for local Legislative Delegation meetings.
4. Responsible for other duties as directed by the Delegation or respective legislators.

Knowledge and Skills

I. Knowledge of basic accounting and budgeting.
2. Retains strong ability to handle multiple assignments and have a strong affinity to be multitasked.
3, Possesses a strong ability to analytically think and reason.
4. A good working knowledge of general office practices and procedures,
5, Familiar with computers and software.
6. Possesses the skill / ability to communicate effectively with Legislators, office staff and general public,
7, Possesses the skill / ability to read and comprehend printed reports,
8. Knowledge of filing procedures.
9. Knowledge of office machinery operations.
10. Possesses the skill/ ability to establish and maintain effective working relationships with legislators, commissioners, mayors, office staff, coworkers and general public.

11. Knowledge of research procedures and the ability to communicate and document findings and provide reports.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the "Employment Contract") is made by and between the Baldwin County Legislative Delegation, composed of the members of the Alabama House of Representatives and Alabama State Senate who represent Baldwin County, Alabama, in the Legislature of Alabama (hereafter the "Baldwin County Legislative Delegation"), and **GUY L. BUSBY** (hereafter the "Contract Employee"), wherein the Baldwin County Legislative Delegation agrees to provide, the Contract Employee agrees to accept, employment in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

FURTHERMORE, THIS EMPLOYMENT CONTRACT has been approved by the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission").

WITNESSETH:

WHEREAS, personnel for the Baldwin County Legislative Delegation are governed in accordance with Section 45-2-190 of the Code of Alabama (1975) which provides as follows:

> There is hereby established the Baldwin County Legislative Office. The County Commission of Baldwin County shall provide office space, office furniture, office equipment, telephone service, and accommodation for the members of the legislative delegation from the county. The personnel for the legislative delegation office shall be selected by the members of the legislative delegation. The personnel may or may not be considered county employees for the purposes of being eligible to participate in and be eligible for benefits available to county employees. The county commission or members of the legislative delegation may contract for services or employment with such personnel. The personnel shall serve at the pleasure of the legislative delegation. The amount of compensation for each of the assistants shall be fixed by the members of the legislative delegation and such compensation and benefits shall be paid by the county from the special fund established in Section 45-2-220.05.

WHEREAS, as provided at Section 45-2-190 of the Code of Alabama (1975), the amount of compensation for each of the assistants (i.e. personnel) shall be fixed by the members of the Baldwin County Legislative Delegation, and such compensation and benefits shall be paid by the Baldwin County Commission from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), which Section 45-2-220.05 of the Code of Alabama (1975) provides as follows:

(a) In Baldwin County, there is levied an additional recording fee of three dollars ($3), and the Baldwin County Commission may impose, by resolution of the county commission, an additional recording fee not to exceed two dollars ($2), which shall be charged and collected on each instrument, unless the instrument is otherwise exempt from all fees filed for record in the office of the judge of probate. The office of the judge of probate shall not receive an instrument, unless the instrument is otherwise exempt from the payment of a filing fee, for filing unless the filing fee required by this part is paid. The fees required by this part shall be in addition to all other fees provided by law.

(b) One dollar ($1) from each three dollar ($3) additional recording fee collected shall be deposited by the county commission in a special fund established in a bank located in Baldwin County to be used for the purpose of establishing, operating, and maintaining the county legislative delegation office. Disbursements from the fund shall be made by the county commission only upon direction of a majority of the members of the county legislative delegation who reside in Baldwin County. Any unexpected balance in the fund at the end of the county fiscal year shall remain in the fund and shall not revert to any other state or local fund. Starting with the 2000 fiscal year budget, the county commission may make such appropriations as it deems necessary from time to time from the county general fund to the special fund for the county legislative delegation office.

(c) Fees collected under this part shall be audited by the Examiners of Public Accounts.

WHEREAS, in accordance with Section 45-2-190 of the Code of Alabama (1975), the Baldwin County Legislative Delegation has selected to employ the Contract Employee as Legislative Assistant; and

WHEREAS, the Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Baldwin County Legislative Delegation has requested that the Contract Employee be treated by the Baldwin County Commission as a County employee for the purpose only of receiving certain benefits provided to County employees.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Legislative Delegation, the Contract Employee and the Baldwin County Commission agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Legislative Delegation in accordance with the applicable state law.

Without Cause: At the sole discretion of the Baldwin County Legislative Delegation and without the need for a reason.

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by Baldwin County, Alabama, only from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) to the dismissed Contract Employee in accordance with the terms of this Employment Contract.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Legislative Delegation selects the Contract Employee, and the Contract Employee hereby accepts employment with the Baldwin County Legislative Delegation as **Legislative Delegation Constituent Services Director**, which shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Contract Employee is employed solely at the pleasure of the Baldwin County Legislative Delegation and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Legislative Delegation pursuant to this Employment Contract.

The Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Legislative Delegation.

Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be February 3, 2018. This Employment Contract shall continue in full force and effect through and including February 2, 2021.

Article V.

SCOPE OF SERVICES/DUTIES

The Contract Employee is employed as **Legislative Delegation Constituent Services Director**. The Contract Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description (see **Exhibit "A"**) of said position and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Legislative Delegation. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Legislative Delegation shall have the right to request the Baldwin County Commission to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Contract Employee.

As stated above, the Contract Employee shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Baldwin County Legislative Delegation, or its designee, shall have supervisory control over the Contract Employee, and the duties of the Contract Employee may be changed from time to time in the sole discretion of the Baldwin County Legislative Delegation. Notwithstanding any such change, the employment of the Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Legislative Delegation without interruption during the term of this Employment Contract. The Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Legislative Delegation.

Article VI.

STANDARD OF PERFORMANCE

The Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Contract Employees is engaged. All services and products of whatsoever nature, which the Contract Employee delivers to the Baldwin County Legislative Delegation pursuant to

this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Contract Employee's profession.

Article VII.

COMPENSATION

The Contract Employee shall be paid for his/her performance under the Employment Contract based upon an annual rate of salary of Forty-Eight Thousand Dollars ($48,000.00). Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama.

In considering any compensation increases or decreases, the Baldwin County Legislative Delegation may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance of the Contract Employee, the resources of the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Baldwin County Legislative Delegation.

Article VIII.

BENEFITS

In addition to the compensation hereinabove set forth, the Contract Employee shall receive benefits only as follows:

The Contract Employee shall be eligible to participate in any available health insurance coverage, life insurance coverage, or disability insurance coverage provided to County Employees by the Baldwin County Commission, subject to the terms and conditions of such insurance coverage, if any.

The Contract Employee shall enjoy leave accrued on the same terms and conditions as are provided for County employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended in the discretion of the Baldwin County Commission.

Notwithstanding any statements contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Contract Employee any other rights existing under the personnel merit system of Baldwin County, Alabama, including, but not limited to, the Baldwin County Commission Personnel Handbook. The Contract Employee only enjoys benefits as they are granted under the Employment Contract.

The Contract Employee shall be required to contribute to the Retirement System of Alabama as provided for by Section 36-27-1, et seq. Code of Alabama (1975).

The Contract Employee shall not receive longevity pay, cost of living adjustments or other pay increases, unless specifically authorized by the Baldwin County Legislative Delegation.

Nothing in this contract, or in any amendment hereto, shall be construed to state or imply that Contract Employee is an employee of Baldwin County. The Contract Employee is an employee of the Baldwin County Legislative Delegation which supervises the employee and makes all decisions as to the Contract Employee in such areas as, but not limited to, discipline, job duties, and pay.

Article IX.

TERMINATION

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Legislative Delegation, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Legislative Delegation to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

In the event that the Contract Employee is terminated without cause, the Baldwin County Legislative Delegation shall instruct the Baldwin County Commission to pay, from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), to the Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. ($2,500.00). In the event that the Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Legislative Delegation, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized by the Baldwin County Legislative Delegation. In the event the Baldwin County Legislative Delegation elects to cancel or not renew the Employment Contract at the end of the term, with or without cause, or the term of the Employment Contract expires, the Contract Employee shall not be entitled to severance pay pursuant to this Employment Agreement.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. Any severance pay and/or other payments due for accumulated leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

The Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Contract Employee shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if

authorized pursuant to this Employment Contract. However, said Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

Article X.

CONTRACT EMPLOYEE EVALUATION

The Baldwin County Legislative Delegation, by and through a majority of the members of the Baldwin County Legislative Delegation who reside in Baldwin County, Alabama, shall prepare and review with the Contract Employee an annual written evaluation of performance. Said annual written evaluation, among other considerations, may be used by the Baldwin County Legislative Delegation in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Legislative Delegation's authority to terminate the Contract Employee with or without cause or at will.

The Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and compliance with Alabama's ethics laws as conditions of employment.

Article XI.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Baldwin County Legislative Delegation and/or the Baldwin County Commission is intended to be exclusive of any other remedy or remedies, and the Baldwin County Legislative Delegation and/or Baldwin County Commission retain each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

Article XII.

SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other remaining provisions hereof. This Employment Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article XIII.

ASSIGNMENT

The Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Legislative Delegation and the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Contract Employee and this Employment Contract.

Article XIV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Legislative Delegation and/or Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Employment Contract to the Baldwin County Legislative Delegation and/or the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Legislative Delegation and/or the Baldwin County Commission.

Article XV.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties, or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. In addition, this Employment Contract supersedes and replaces all previous employment contracts or agreements between the parties. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVI.

COMPLIANCE WITH THE LAW

The Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County of Baldwin or, if in a federal court, the United States District Court for the Southern District of Alabama, Southern Division.

Article XVIII.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Contract Employee hereby warrants that the Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Contract Employee is obligated.

Article XIX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XX.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract, or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXI.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Employment Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against a drafting party shall not be employed in this interpretation of this Employment Contract or any amendments hereto.

Article XXII.

AUTHORIZATION OF PAYMENT FROM THE SPECIAL FUND

Pursuant to Section 45-2-220.05 (b) of the Code of Alabama (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the County general fund for the purpose of paying the salary, benefits, and any other expenses incurred by the Baldwin County Commission in the employment of the County Employee pursuant to this Employment Contract. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Employment Contract, which shall be the responsibility and obligation of the Baldwin County Legislative Delegation, and the Baldwin County Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Employment Contract. In the event the Baldwin County Legislative Delegation fails to disburse such funds or otherwise pay all expenses incurred by the Baldwin County Commission pursuant to this Employment Contract, this Employment Contract shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Baldwin County Legislative Delegation shall make all payments to the appropriate parties for salaries, benefits, obligations or other expenses incurred pursuant to this Employment Contract through and including the date of such termination.

Article XXIII.

COUNTERPARTS

This Employment Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same contract. It shall be necessary to account for only one (1) such counterpart in proving this Employment Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

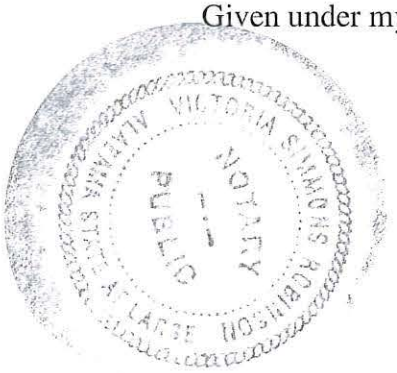
BALDWIN COUNTY LEGISLATIVE DELEGATION

By: Trip Pittman 1.31.18
SENATOR TRIP PITTMAN **Date**

STATE OF ALABAMA
COUNTY OF ~~BALDWIN~~ Montgomery

I, Victoria Simmons Robinson, a Notary Public, in and for said County in said State, hereby certify that TRIP PITTMAN, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this 31 day of January, 2018



Victoria Simmons Robinson
Notary Public, ~~Baldwin~~ County, Alabama
My Commission Expires: 3.18.2019

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____ 5 Jan 2018
SENATOR GREG ALBRITTON **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, April Hollins, a Notary Public, in and for said County in said State, hereby certify that GREG ALBRITTON, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this 5th day of January, 2018.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: June 20, 2020

BALDWIN COUNTY LEGISLATIVE DELEGATION

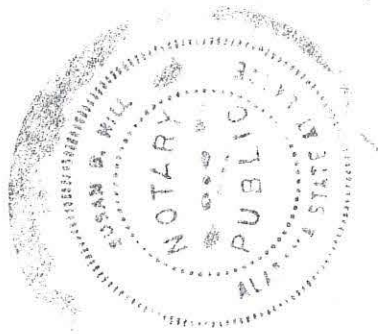
By: _____ 4-6-18
REP. JOE FAUST **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Susan B. Hill, a Notary Public, in and for said County in said State, hereby certify that JOE FAUST, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this 6th day of April, 2018.

Susan B. Hill
Notary Public, Baldwin County, Alabama
My Commission Expires: NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES: 06/29/2019 BONDED THRU WESTERN SURETY COMPANY



BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____ 3/29/18

REP. STEPHEN MCMILLAN **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Jennifer Hutto, a Notary Public, in and for said County in said State, hereby certify that STEPHEN MCMILLAN, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this 29 day of March, 2018.

Jennifer Hutto
Notary Public, Baldwin County, Alabama
My Commission Expires: 2/28/2022

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: Randy Davis
REP. RANDY DAVIS **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Jennifer Hutto, a Notary Public, in and for said County in said State, hereby certify that RANDY DAVIS, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this 27 day of March, 2018.

Jennifer Hutto
Notary Public, Baldwin County, Alabama
My Commission Expires: 2/28/2022

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____ 1-11-18
REP. HARRY SHIVER **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Jennifer Hutto, a Notary Public, in and for said County in said State, hereby certify that HARRY SHIVER, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this 11 day of January, 2018.

Jennifer Hutto
Notary Public, Baldwin County, Alabama
My Commission Expires: March 4, 2018

BALDWIN COUNTY LEGISLATIVE DELEGATION

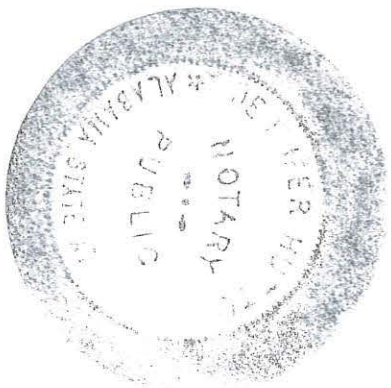
By: Alan Baker 1-12-2018
REP. ALAN BAKER **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Jennifer Mutto, a Notary Public, in and for said County in said State, hereby certify that ALAN BAKER, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this 12 day of January, 2018.

Jennifer Mutto
Notary Public, Baldwin County, Alabama
My Commission Expires: 3/4/18



BALDWIN COUNTY LEGISLATIVE DELEGATION

By: Thomas Jackson 11 April 2018
REP. THOMAS JACKSON **Date**

STATE OF ALABAMA
COUNTY OF ~~BALDWIN~~ Mobile

I, Kimberly D. Darnell, a Notary Public, in and for said County in said State, hereby certify that THOMAS JACKSON, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this 11th day of April, ~~2017.~~ 2018

Kimberly D. Darnell
Notary Public, ~~Baldwin~~ Mobile County, Alabama
My Commission Expires: ~~MY COMMISSION EXPIRES 01-11-2020~~

KIMBERLY D DARNELL
NOTARY PUBLIC
ALABAMA STATE AT LARGE

GUY L. BUSBY
(CONTRACT EMPLOYEE)

3-29-18

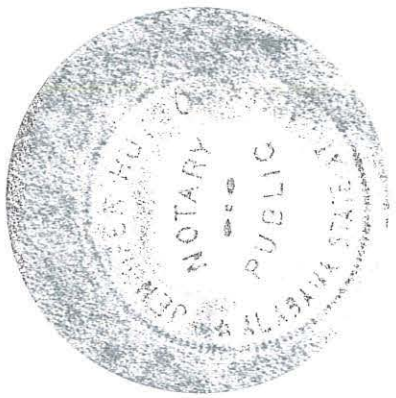
GUY L. BUSBY **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Jennifer Hutto, a Notary Public, in and for said County in said State, hereby certify that **GUY L. BUSBY**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29 day of March, 2018.

Jennifer Hutto
Notary Public, Baldwin County, Alabama
My Commission Expires: 2/28/2022



EMPLOYMENT CONTRACT APPROVED BY:
BALDWIN COUNTY COMMISSION

By: Frank Burt 4/9/18
FRANK BURT, JR. **Date**
As Its: Chairman

ATTEST:

By: Ronald Cink 4-9-18
RONALD CINK **Date**
As Its: County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public, in and for said County in said State, hereby certify that FRANK BURT, JR., whose name as Chairman and RONALD J. CINK, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 9th day of April, 2018.

Monica E. Taylor
Notary Public, Baldwin County, Alabama
My Commission Expires

STATE OF ALABAMA NOTARY PUBLIC
MONICA E TAYLOR
My Commission Expires
October 6, 2021

MONICA E. TAYLOR NOTARY PUBLIC ALABAMA STATE AT LARGE

POSITION DESCRIPTION

Title:	Baldwin Legislative Delegation Constituent Services Director
Department:	Legislative Delegation Constituent Services Office
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:	Legislative Delegation
Subordinate Staff:	Legislative Assistants
Other Contacts:	Elected Officials, employees of state agencies, employees of the Commission office, County Departmental Directors, employees of municipalities, area business leaders
External Contacts:	General Public, others as assigned
Status:	Salaried/Exempt
Date Approved:	February I, 2011; January 8, 2014

Job Summary

Performs work of unusual difficulty to assist individual legislators with assignments as directed. In the absence of legislators, serves in a liaison capacity at regular meetings, special meetings, emergency meetings, work sessions or division ("team") meetings of the county governing body, city councils, or as assigned.

Predominate duties entail the compilation of research, as directed by respective legislators; retains a strong ability to handle multiple assignments with efficiency and professionalism; responsible for reviewing and analyzing proposed, new or revised state and federal legislation to determine the possible impacts on the county and municipalities; monitors legislation during sessions of the Legislature of Alabama; arranges for and prepares the agenda for local Legislative Delegation meetings; responsible for public notices, and their distribution, as directed by respective legislators; responsible for preparation of various legal advertisements/ newspaper advertisements as assigned; responsible for reviewing documents/ resolutions / instruments as requested by the respective legislators; responsible for maintaining and overseeing departmental budget; responsible for writing speeches for legislators to present before various groups; responsible for other duties as directed by respective legislators.

Job Domains

A. Research

J, Provides research in a myriad of topics/ issues for Legislative Delegation
2, Reviews documents/ resolutions / instruments as requested by respective legislators,

B, Legislative

1, Reviews and analyzes proposed, new or revised state and federal legislation to determine the possible impacts on the county and municipalities.
2, Researches and prepares bills to be introduced in the Legislature of Alabama by respective legislators upon request.
3, Assists constituents with legislative research.
4, Monitors legislation during sessions of the Legislature of Alabama.

C. Constituent Services

I, Responsible for research and communication to constituents concerning problems experienced with governmental entities and agencies or as otherwise directed,

C. Other

I, Responsible for the preparation of various legal advertisements/ newspaper advertisements as assigned,
2, Prepares annual budget/ maintains/ oversees budget process throughout fiscal year,
3, Arranges for and prepares the agenda for local Legislative Delegation meetings.
4. Responsible for other duties as directed by the Delegation or respective legislators.

Knowledge and Skills

I. Knowledge of basic accounting and budgeting.
2. Retains strong ability to handle multiple assignments and have a strong affinity to be multitasked.
3, Possesses a strong ability to analytically think and reason.
4. A good working knowledge of general office practices and procedures,
5, Familiar with computers and software.
6. Possesses the skill/ability to communicate effectively with Legislators, office staff and general public,
7, Possesses the skill / ability to read and comprehend printed reports,
8. Knowledge of filing procedures.
9. Knowledge of office machinery operations.
10. Possesses the skill/ ability to establish and maintain effective working relationships with legislators, commissioners, mayors, office staff, coworkers and general public.

11. Knowledge of research procedures and the ability to communicate and document findings and provide reports.

SEN. CHRIS ELLIOTT
DISTRICT 32

REP. MATT SIMPSON
DISTRICT 96

REP. T. JOE FAUST
DISTRICT 94

REP. STEPHEN A. MCMILLAN
DISTRICT 95

BALDWIN LEGISLATIVE DELEGATION
CONSTITUENT SERVICES

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

SEN. GREG ALBRITTON
DISTRICT 22

REP. HARRY SHIVER
DISTRICT 64

REP. ALAN BAKER
DISTRICT 66

April 10, 2019

Commissioner Charles F. Gruber
Commissioner James E (Jeb) Ball
Commissioner Joe Davis III
Commissioner Billie Jo Underwood

Dear Commissioners;

Please let this letter serve as our authorization to enter into a contract of employment with Mr. Cliff McCollum as Constituent Services Director. The Contract shall be for one year effective April 15, 2019.

Thank you for your attention for to this matter.

Sincerely,

Sen. Greg Albritton

Rep. Steve McMillan

Baldwin County Commission

Agenda Action Form

File #: 19-1058, **Version:** 1 **Item #:** GA2

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: New
From: Commissioner James E. Ball, District 1
Ronald J. Cink, Budget Director
Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE
Appointed Contract Employees - Clerk/Treasurer - Considerations Related to Employment Contract

STAFF RECOMMENDATION
Discussion - Employment Contract between the Baldwin County Commission and Kimberly Witherington Creech applicable to the position of Clerk/Treasurer.

BACKGROUND INFORMATION

Previous Commission action/date: January 15, 2019

Background: During the January 15, 2019, BCC Regular Meeting, the Commission approved the employment contract for Kimberly Witherington Creech, for the position of Clerk Treasurer, as follows:

Related to the Employment Contracts between the Baldwin County Commission and the Appointed Contract Employees, authorize and approve the execution of a new Employment Contract between the Baldwin County Commission and Kimberly Witherington Creech applicable to the position of Clerk/Treasurer at an annual compensation of $120,000.00. This contract will be effective on January 15, 2019.

In accordance with Ala. Code Section 45-2-120.12 (1975), as amended, and the terms of the present Employment Contract between the Baldwin County Commission and Kimberly Witherington Creech, the Baldwin County Commission hereby cancels any previous Employment Contract between the Baldwin County Commission and Kimberly Witherington Creech.

GENERAL BACKGROUND ON APPOINTED POSITIONS:

According to local legislation applicable to Baldwin County, a certain and limited number of Baldwin County Commission administrative positions shall be appointed contract employees. Section 45-2-120.12 of the Code of Alabama (1975) reads, in part, as follows:

One appointed employee position may be filled by the judge of probate which position shall be designated chief clerk.

Two appointed employee positions may be filled by the revenue commissioner which positions shall be designated chief clerk of collections and chief appraiser.

Three appointed employee positions may be filled by the sheriff which positions shall be designated chief deputy, chief jailer, and chief of the civil division.

The following shall be appointed contract employees: county administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director, and communication and information systems director.

Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

1) A provision for termination and severance.

2) A job description for the position.

3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.

5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

At this time, the County Commission wishes to discuss the Employment Contract for the position of Clerk/Treasurer.

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):
Administration:

As directed by the Commission.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the "Contract") is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission"), and KIMBERLY WITHERINGTON CREECH (hereafter the "Appointed Contract Employee"), wherein the Appointed Contract Employee agrees to provide and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

WITNESSETH:

WHEREAS, pursuant to Section 45-2-120.12 of the Code of Alabama (1975), a certain and limited number of Baldwin County Commission administrative positions are required to be appointed contract employees; and

WHEREAS, Section 45-2-120.12 of the Code of Alabama (1975), provides, in pertinent part, as follows:

> The following shall be appointed contract employees: County administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director and communication and information systems director. Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:
>
> (1) A provision for termination and severance.
>
> (2) A job description for the position.
>
> (3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

(4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.

(5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

WHEREAS, the Baldwin County Commission, during its January 15, 2019, regular meeting, voted to employ the Appointed Contract Employee as **Clerk/Treasurer**; and

WHEREAS, the Appointed Contract Employee is willing to accept said position pursuant to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Commission and the Appointed Contract Employee agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause:	A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Commission in accordance with applicable state law.
Without Cause:	At the sole discretion of the Baldwin County Commission and without the need for a reason.
Severance Pay:	Also known as separation pay; money (apart from back wages or salary) paid by the Baldwin County

Commission to a dismissed Appointed Contract Employee in accordance with the terms of this Agreement.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Commission appoints the Appointed Contract Employee, and the Appointed Contract Employee hereby accepts employment with the Baldwin County Commission as **Clerk/Treasurer,** which is classified as a salaried exempt position consisting of benefits only as set forth herein with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Appointed Contract Employee is employed solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Commission pursuant to this Employment Contract.

The Appointed Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Appointed Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Commission.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Employment Contract shall be January 15, 2019, and shall be for a term until November 9, 2022, subject to the terms and conditions of this Employment Contract and applicable state law. In the event the Baldwin County

Commission, by a three-fourths vote of the elected members of the Baldwin County Commission, elects not to renew this Employment Contract, this Employment Contract shall be at an end, and the Appointed Contract Employee's employment shall cease. Notwithstanding any other provisions of this Employment Agreement to the contrary, including, but not limited to, the provisions contained in Article IX, in the event the Baldwin County Commission elects not to renew this Employment Contract, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission. However, the Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of the date of non-renewal of this Employment Contract. This Employment Contract shall be non-binding on the successor Baldwin County Commission after each four-year election; however, the Employment Contract must be cancelled or continued within ninety (90) days of the successor Baldwin County Commission taking office. Notwithstanding any other provisions of the Employment Contract to the contrary, including, but not limited to, the provisions contained in Article IX, in the event this

Employment Contract is cancelled within ninety (90) days of the successor Baldwin County Commission taking office, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission.

Article V.

SCOPE OF SERVICES/ DUTIES

The Appointed Contract Employee is employed as **Clerk/Treasurer.** The Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description of said position, which is attached hereto as Exhibit "A", and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Commission. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Commission shall have the right to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Appointed Contract Employee.

Furthermore, the Appointed Contract Employee shall serve as, and is hereby appointed to perform and accomplish the duties of, License Inspector for Baldwin County, Alabama, as authorized per Section 40-12-10 of the Code of Alabama (1975), and said License Inspector is hereby authorized to perform those duties prescribed by the general laws of Alabama and local laws applicable to Baldwin County, Alabama.

The Appointed Contract Employee shall be an employee of the Baldwin County Commission. The Baldwin County Commission, or its designee, shall have supervisory control over the Appointed Contract Employee, and the duties of the Appointed Contract

Employee may be changed from time to time in the sole direction of the Baldwin County Commission. Notwithstanding any such change, the employment of the Appointed Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Appointed Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Commission without interruption during the term of this Employment Contract. The Appointed Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Commission.

Article VI.

STANDARD OF PERFORMANCE

The Appointed Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Appointed Contract Employee is engaged. All services and products of whatsoever nature, which the Appointed Contract Employee delivers to the Baldwin County Commission pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Appointed Contract Employee's profession.

Article VII.

COMPENSATION

The Appointed Contract **Employee** shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of One Hundred Twenty Thousand Dollars ($120,000.00). Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other employees of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as full-time employees of Baldwin County in accordance with the Baldwin County Commission Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

The Baldwin County Commission will review the Appointed Contract Employee's compensation set forth herein on an annual basis, and the Baldwin County Commission shall have the right, but not the obligation, to adjust the Appointed Contact Employee's compensation as deemed necessary by the Baldwin County Commission, in its sole discretion. In considering any compensation increases or decreases, the Baldwin County Commission may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance and evaluation of the Appointed Contract Employee, the resources of the Baldwin County Commission and any other information deemed to be necessary as determined solely by the Baldwin County Commission.

Article VIII.

BENEFITS

In addition to the compensation set forth above, the Appointed Contract Employee shall receive benefits only as follows:

The Appointed Contract Employee shall be eligible to participate in any available health insurance coverage, if any, provided by the Baldwin County Commission, subject to the terms and conditions of such health insurance coverage.

The Appointed Contract Employee shall enjoy leave accrual and other benefits on the same terms and conditions as are provided for other employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended.

Notwithstanding any statement contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Appointed Contract Employee any rights existing under the personnel merit system of Baldwin County, Alabama.

Article IX.

TERMINATION

It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Appointed Contract Employee at

any time, with or without cause, as those terms are herein defined; however, the Appointed Contract Employee shall not be subject to cancellation, termination or non-renewal or in any other manner dismissed or terminated except by a three-fourths vote of the elected members of the Baldwin County Commission.

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. ($10,000.00). In the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

Regardless of whether the Appointed Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any severance pay and any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

Article X.

APPOINTED CONTRACT EMPLOYEE EVALUATION

The Baldwin County Commission shall prepare and review with the Appointed Contract Employee an annual written evaluation of performance. The evaluation criteria, procedure and method will be determined by the Baldwin County Commission. Said annual written evaluation shall be retained by the Baldwin County Commission within the Appointed Contract Employee's personnel file as kept and maintained by the Baldwin County Commission's Personnel Department. Said annual written evaluation, among other considerations, may be used by the Baldwin County Commission in determining the job

performance of the Appointed Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Commission's authority to terminate the Appointed Contract Employee with or without cause or at will.

The Appointed Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and comply with Alabama's ethics laws as conditions of employment.

Article XI.

DISPUTES

In the event that a dispute should arise regarding any and all matters resulting from or dealing with this Employment Contract, and should such dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees and other claim-related expenses.

Article XII.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Baldwin County Commission is intended to be exclusive of any other remedy or remedies, and the Baldwin County Commission retains each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

Article XIII.

SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be

deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other remaining provisions hereof. In that event, this Employment Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article XIV.

ASSIGNMENT

The Appointed Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Appointed Contract Employee and this Employment Contract.

Article XV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Employment Contract to the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Commission.

Article XVI.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVII.

COMPLIANCE WITH THE LAW

The Appointed Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVIII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court,

in the County of Baldwin or, if in a federal court, the Federal District Court for the Southern District of Alabama.

Article XIX.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Appointed Contract Employee hereby warrants that the Appointed Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Appointed Contract Employee is obligated.

Article XX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XXI.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract, or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXII.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against a drafting party shall not be employed in the interpretation of this Employment Contract or any amendments hereto.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY COMMISSION

By: _____ 01/15/19
CHARLES F. GRUBER Date
As Its: Chairman

ATTEST:

_____
RONALD J. CINK
As Its: Budget Director

KIMBERLY WITHERINGTON CREECH
(APPOINTED CONTRACT EMPLOYEE)

_____ 1/15/19
KIMBERLY WITHERINGTON CREECH Date

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Victoria Key, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and RONALD J. CINK, whose name as Budget Director of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 15th day of January, 2019.

Victoria Key

Notary Public, Baldwin County, Alabama
My Commission Expires:

My Commission Expires:
September 7, 2022

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Victoria Key, a Notary Public, in and for said County, in said State, hereby certify that KIMBERLY WITHERINGTON CREECH, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 15th day of January, 2019.

Victoria Key

Notary Public: Baldwin County, Alabama
My Commission Expires:

My Commission Expires:
September 7, 2022

POSITION DESCRIPTION

Title: Clerk/Treasurer

Department: Finance & Accounting

Job Analysis: January 1986, Revised 3/97, 5/06, 11/10/2010, 1/15/2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this position 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 Commissioners

Subordinate Staff: Senior Accountants, Chief Compliance Officer, Accounts Payable Staff, Payroll Technician, Staff Accountant, Junior Staff Accountant, Sales Tax Coordinator and Sales, Use and License Tax Staff

Internal Contacts: County Employees, County Administrator, County Commission and other Elected Officials

External Contacts: Local, State and Federal agencies

Status: Appointed Contract/Exempt (AE)

Job Summary

This employee has direct responsibility for all fiduciary matters of the County relating to all funds administered by the Baldwin County Commission. Directs Finance and Accounting and Sales, Use and License Tax employees. Responsible for all audits and inventory. Oversees and directs preparation of background to secure grants and other funds. Administers other programs as assigned. Provide financial basis and structure to participate in the County budget process as per Alabama Code/Recommended Accounting Procedures. The Clerk/Treasurer coordinates with the County Commission, the County Administrator and the Department Heads.

Job Domains

A. Accounting and Financial

1. Oversees and directs all accounting, payroll and financial procedures for the County to ensure best practices and compliance with applicable rules, regulations, laws, Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) and County policies.

2. Directs, oversees and provides technical support for the Sales and Use Business License functions of the County including the collection and administration of Sales and Use Tax, Rental and Lease Tax, Video Tax, Motor Fuel Tax and Cigarette Tax.
3. Prepares monthly, semi-annual and annual reports for the Commission and other Departments.
4. Monitors daily cash reports and makes recommendations to ensure proper cash flow for the County.
5. Monitors all grants and special appropriations.
6. Contact person for all audits.
7. Makes recommendations and monitors investments.
8. Directs the preparation of financial statement and audit reports.
9. Assure all invoices are handled in prescribed and legal manner.
10. Periodically report the status of County finances as scheduled by County Commission.
11. Directs all expenditures and/or investments of County funds to ensure best return at all times.
12. Manage and coordinates the operation of debt management and bond sales.

B. Reports

1. Responsible for all State and Federal reports.
2. Responsible for grant reports.
3. Responsible for monthly sales tax collections reports.
4. Prepares reports for the County Commission.

C. Miscellaneous

1. Approves reports and/or processes claims for indigent care program.
2. . Sign vehicle and equipment titles when sold.
3. Prepares and implements all special projects as assigned by the County Commission.
4. Maintain all correspondence and records related to accounting in an orderly and accessible manner.
5. Maintain records and file claims for insurance of auto, property and general liability.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with the office staff, general public and elected officials.
2. Skills to perform accounting and bookkeeping operations, conduct audits and prepare budgets.
3. Skills to prepare reports, complete forms, compose letters and accurately post journals and ledgers.
4. Skills to understand written instructions, manuals and correspondence.
5. Ability to assign tasks and supervise employees.
6. Ability to operate office machines such as calculator, computer terminal and copy machines.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures as recommended by State/County/Federal.
8. Knowledge of general office procedures.

Minimum Qualifications

1. Bachelors degree in Accounting, Business Administration or related fields; accounting and bookkeeping experience; or a combination of experience and training.
2. Willing to travel to attend workshops and seminars.
3. Willing to work non-standard hours to meet deadlines.
4. Minimum of two (2) years in governmental accounting is desirable.

Baldwin County Commission

Agenda Action Form

File #: 19-1090, **Version:** 1 **Item #:** IA1

Meeting Type: BCC Regular Meeting
Meeting Date: 4/16/2019
Item Status: Addendum
From: Wayne Dyess, County Administrator; Ron Cink, Budget Director
Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE
Appointment of Interim Clerk/Treasurer and Adoption of Resolution #2019-077 - Authorization for Chairman and Clerk/Treasurer to Sign Bank Documents

STAFF RECOMMENDATION
Take the following actions:

1) Appoint Donna Bryars as Interim Clerk/Treasurer of the Baldwin County Commission, effective April 16, 2019.

Furthermore, the appointed Interim Clerk/Treasurer shall serve as, and is hereby appointed to perform and accomplish the duties of, License Inspector for Baldwin County, Alabama, as authorized per Section 40-12-10 of the Code of Alabama (1975), and said License Inspector is hereby authorized to perform those duties prescribed by the general laws of Alabama and local laws applicable to Baldwin County, Alabama.

2) Adopt Resolution #2019-077, authorizing Chairman and Interim Clerk/Treasurer to sign all necessary bank documents such as bank signature cards, bank resolutions, bank night depository agreements, etc. that must be updated.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: With the appointment of Interim Clerk/Treasurer, the Commission must also appoint the individual to serve as the License Inspector for Baldwin County.

Various bank documents must be updated with the Clerk/Treasurer's information. The above action authorizes the Interim Clerk/Treasurer to sign all such documents and for the current Chairman to continue signing documents.

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: Yes

Individual(s) responsible for follow up:

Department and Individual responsible for follow up activities on recommendation:
Administration and Finance Departments

Specific action/actions required as follow up:

Administration will get the Chairman to sign Resolution #2019-077 and the required bank documents as provided by the Finance and Accounting Department.

The Finance and Accounting Department will follow up on updating the information for the authorization of the Interim Clerk/Treasurer to sign bank documents and deliver them to the banks.

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 #2019-077
OF THE
BALDWIN COUNTY COMMISSION

A RESOLUTION AUTHORIZING CHAIRMAN, CHARLES F. GRUBER, AND INTERIM CLERK/TREASURER, DONNA BRYARS, TO SIGN ANY REQUIRED BANKING RESOLUTIONS, SIGNATURE CARDS, OR ANY OTHER FORMS

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR MEETING ASSEMBLED, that Charles F. Gruber, Chairman of the Baldwin County Commission, and Interim Clerk/Treasurer, Donna Bryars, are hereby directed and authorized to sign required bank documents.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 16th day of April, 2019.

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Charles F. Gruber, Chairman
Baldwin County Commission

ATTEST:

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Donna Bryars, Interim Clerk/Treasurer
Baldwin County Commission