Baldwin County Commission

Work Session Meeting Agenda
Monday, November 15, 2021
8:30 AM

Baldwin County Central Annex
County Commission Conference Room
22251 Palmer Street
Robertsdale, Alabama 36567

Regular Meeting Agenda
Tuesday, November 16, 2021
8:30 AM

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

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

Public hearings commence at 8:30 AM.

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

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

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

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

WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE

A ADOPTION OF MINUTES

November 2, 2021, Regular Meeting

B ACTION ITEMS

BA ADMINISTRATION

BA1	City of Fairhope - Annexation Notification	**22-0193**
BA2	*Port City Pacers Holiday Half Marathon 2021	**22-0197**
BA3	The Optimist Club of Perdido Bay 30th Annual Lillian Christmas Parade	**22-0132**
BA4	*Baldwin County Library Board - Board Resignation	**22-0192**
BA5	South Alabama Rural Planning Organization (RPO) - Board Appointment(s)	**22-0227**
BA6	*Consideration for Rescheduling Certain Baldwin County Commission Work Session Meetings and Regular Meetings in 2022	**21-1360**
BA7	Request from Family Promise of Baldwin County, Inc. - Certification Regarding ADECA 2021 Emergency Solutions Grant (ESG) Program Funds	**22-0185**

BB ANIMAL CONTROL

BB1	Amendment and Correction to Action Taken Related to Agenda Item BB4 - January 21, 2020, Baldwin County Commission Regular Meeting	**22-0177**
BD	**BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)**	
BD1	Authorized Users for the 5307 Urban Area Transit Program - Transit Award Management System and Electronic Clearing House Operation	**22-0182**
BD2	Title VI Program for Baldwin Regional Area Transit System (BRATS)	**22-0235**
BE	**BUDGET/PURCHASING**	
BE1	Competitive Bid #WG21-49 - Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel for the Baldwin County Commission	**22-0180**
BE2	Competitive Bid #WG22-03 - Provision of Fire Protection Services (Extinguishers) for the Baldwin County Commission	**22-0236**
BE3	Competitive Bid #WG22-04 - Annual Rental of Portable Toilets for the Baldwin County Commission	**22-0232**
BE4	Competitive Bid #WG22-09 - Purchase and Installation of One (1) New 200 kW Natural Gas Generator for the Baldwin County Annex IV Building located in Bay Minette, Alabama for the Baldwin County Commission	**22-0189**
BE5	Competitive Bid #WG22-10 - Purchase of One (1) New 2021 Chevrolet Tahoe 2WD or Equivalent for the Baldwin County Commission	**22-0200**
BE6	Contract Extension for Professional Services to Support IBM I Servers (AS400) for the Baldwin County Commission	**22-0181**
BE7	Phase I of the Purchase and Installation of Security Equipment for the New Female Housing Addition to the Baldwin County Corrections Center and Renovations of Adjacent Buildings Located in Bay Minette, Alabama	**22-0187**
BE8	Project No. HRRR-0221 (250) HW21109000 - High Risk Rural Roads (HRRR) Program Installation of Curve Pavement Markers and Edge Line Rumble Strips on CR-9 from US-98 to CR-48 and CR-47 from 1-65/SR287 to US-31 for the Baldwin County Commission	**22-0183**
BE9	Request for Proposals (RFP) for Property Tax Software Solution for the Baldwin County Commission	**22-0186**
BJ	**ELECTED OFFICIALS**	
BJ1	*Submission of the Baldwin County Sheriff's Office Equitable Sharing Agreement and Certification Report for the Department of Justice and the Department of Treasury for Fiscal Year Ending September 30, 2021	**22-0224**

BL ENVIRONMENTAL MANAGEMENT

BL1 Revision of Baldwin County Commission Policy #7.4 - Solid Waste Landfill Tipping Fees and Commercial Account Late Fees **22-0202**

BL2 Baldwin County Solid Waste Uncollectible Residential Accounts - November 2021 **22-0225**

BL3 *Lease Agreement Renewal for Murphy's Quality Hay for County-owned Property at Magnolia Landfill **22-0103**

BL4 Magnolia Landfill Financial Assurance **22-0223**

BN HIGHWAY

BN1 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203816 - Pate Road (Tract 5) **22-0218**

BN2 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212119 - Russian Road (Tract 8) **22-0221**

BN3 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212119 - Russian Road (Tract 10) **22-0228**

BN4 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212119 - Russian Road (Tract 13) **22-0229**

BN5 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0222219 / HW19222000 - County Road 13 at County Road 32 (Tract 4) **22-0222**

BN6 J.M. Wood Auction Company, Inc. - Equipment Auction List **22-0214**

BN7 License Agreement #21017 - Redfish Point Road - Right-of-Way **22-0233**

BN8 Resolution #2022-021 - Change in the Functional Classification of Corte Road **22-0212**

BN9 Resolution #2022-022 - Change in the Functional Classification of Saint Michael Way **22-0216**

BN10 Sain Associates, Inc. - Agreement for Consulting Services - Travel Demand Modeling **22-0213**

BO JUVENILE DETENTION

BO1 Alabama Department of Youth Services (DYS) Part 1 and Part 2 Grant Subsidy Agreement Fiscal Year 2021-2022 **22-0217**

BQ PERSONNEL

BQ1	Animal Control - Promotion of Employee into Animal Shelter Manager Position	**22-0219**
BQ2	Budgeting and Purchasing Department - Employment of One (1) Assistant Purchasing Director Position	**22-0230**
BQ3	Budgeting and Purchasing Department - Position Change	**22-0204**
BQ4	CIS Department - Employment of One (1) Communications Technician II Position	**22-0205**
BQ5	Highway Department (Pre-Construction) - Promotion of Employee into Right-of-Way Manager Position	**22-0206**
BQ6	Highway Department (Silverhill) - Promotion of Employees into Operator Technician II Positions	**22-0210**
BQ7	Parks Department - Employment of One (1) Part-Time Park Attendant Position	**22-0203**
BQ8	Probate Office - Employment of One (1) License Revenue Officer I Position	**22-0231**
BQ9	Request for Leave of Absence - Baldwin Regional Area Transit System (BRATS)	**22-0207**
BQ10	Revenue Commission - Position Changes	**22-0209**
BQ11	Stop Loss Proposal - Partners Managing General Underwriters/United States Fire Insurance Company	**22-0208**

BR PLANNING AND ZONING

BR1	Baldwin County Planning and Zoning Commission - Board Appointment(s)	**22-0190**
BR2	Planning Jurisdiction Agreement with the Town of Elberta	**22-0168**
BR3	Planning Jurisdiction Agreement with the Town of Summerdale	**22-0169**
BR4	University of Alabama - NOAA National Integrated Drought Information Service Grant Proposal - Letter of Support	**22-0173**

C PRESENTATIONS

CA GENERAL

CA1	Proclamation - 2021 Day of Thanks	**22-0220**
CA2	Presentation by South Alabama Land Trust - Overview of the Organization	**22-0239**

CA3 Baldwin County Emergency Management Agency - Planning and Grants Review for FY 2021 and Upcoming Grants for FY 2022 **22-0051**

D PUBLIC HEARINGS

DR PLANNING AND ZONING

DR1 *Case No. Z-21033 - Kittrell Property Rezoning **22-0201**

DR2 *Case No. Z-21034 - Lazzari Property Rezoning **22-0196**

DR3 *Case No. Z-21035 - Twin Oaks Co. Property Rezoning **22-0215**

DR4 *Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County **22-0211**

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills **22-0199**

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 **22-0198**

F DISCUSSION ITEMS

FA ADMINISTRATION

FA1 Proposal from Adams & Reese, LLP Related to Contract for Lobbyist Services for Fiscal Year 2022 - Revised Scope of Work and Fee Increase **22-0237**

FM FINANCE AND ACCOUNTING

FM1 Grants Administrator Position **22-0244**

G COMMISSIONER REQUESTS

H ADDENDA

HA GENERAL

HA1 FY 2022 Budget Amendment and Amendment of Memorandum of Agreement with Adams & Reese, LLP for Lobbyist Services for Fiscal Year 2022 **22-0248**

HA2 Baldwin County Solid Waste Gas-to-Energy Project Located at the Magnolia Sanitary Landfill - Second Amendments to Landfill Gas Rights and Ground Lease Agreements **22-0251**

I ADMINISTRATIVE REPORT

J COUNTY ATTORNEY'S REPORT

K PUBLIC COMMENTS

L PRESS QUESTIONS

M COMMISSIONER COMMENTS

N ADJOURNMENT

Baldwin County Commission

Agenda Action Form

File #: 22-0193, **Version:** 1 **Item #:** BA1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Michelle Howard, Commission Executive Assistant

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ITEM TITLE
City of Fairhope - Annexation Notification

STAFF RECOMMENDATION
Authorize placement of the City of Fairhope's Annexation Ordinance No. 1725, annexing property into the corporate limits of the City of Fairhope, Alabama, into the minutes of the November 16, 2021, Baldwin County Commission meeting with proper notification to the following departments/organizations:

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

Elected Officials
Baldwin County 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 City of Fairhope has submitted a copy of Ordinance No. 1725, an ordinance for annexation of certain property into the corporate limits of the City of Fairhope, Alabama, to be made

part of the record of the Baldwin County Commission regular meeting on November 16, 2021.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

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

The Honorable Sherry Sullivan, Mayor
City of Fairhope
Attention: Lisa Hanks, City Clerk
Post Office Drawer 429
Fairhope, Alabama 36533

Memo to various departments/organizations

Additional instructions/notes: N/A

Attached is Ordinance No. 1725 with the correction as requested.

Lisa A. Hanks, MMC
City Clerk
City of Fairhope
P. O. Drawer 429
Fairhope, AL 36533
251-928-2136
251-990-0107 (Fax)

From: Kristen Rawson <Kristen.Rawson@baldwincountyal.gov>
Sent: Monday, October 18, 2021 4:04 PM
To: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>
Cc: Anu Gary <AGary@baldwincountyal.gov>; Carjetta L. Crook <Carjetta.Crook@baldwincountyal.gov>; Victoria Key <Victoria.Key@baldwincountyal.gov>
Subject: Options for re-recording a document

SENT FROM AN EXTERNAL ADDRESS

Lisa,
In talking again with our Highway Department, there are 2 recommended ways to have the Ordinance corrected/re-recorded:

1) Scrivener's affidavit.
2) Take the original Ordinance and correct just the error, (noting on the document what section was changed and why) then have re-recorded.

If I can be of further assistance, please let me know.

Thank you!

Kristen M. Rawson
Assistant Administrative Services Manager
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507
(251) 580-1696 office



BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 9/24/2021 3:49 PM
TOTAL $ 28.00
6 Pages

1946514

ORDINANCE NO. 1725

AN ORDINANCE TO APPROVE THE ANNEXATION OF TERRITORY WITHIN THE CITY LIMITS OF THE CITY OF FAIRHOPE, ALABAMA (BALDWIN COUNTY COMMISSION)

WHEREAS, Nelson Drive, from Scenic Highway 98 east approximately 525 feet (hereinafter "Nelson Drive"), is a road or road segment inside the corporate limit of the City of Fairhope; and

WHEREAS, Nelson Drive includes all improvements within the right-of-way such as, but not limited to, the road, drainage structures, signs, trails, sidewalks, etc.; and

WHEREAS, an accurate description of Nelson Drive, together with a map thereof showing their relationship to the corporate limits of the City of Fairhope, is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the portion of Nelson Drive that is not already the responsibility of the City of Fairhope has been County-maintained for a period of at least one (1) year prior to the effective date of this instrument; and

WHEREAS, Nelson Drive is located within the City of Fairhope but responsibility is vested in the County; and

WHEREAS, the City of Fairhope desires to annex and assume responsibility for Nelson Drive, to the extent it is not already maintaining portions thereof, in order to facilitate the orderly development and maintenance of this area and its corporate limits; and

WHEREAS, in order to accomplish the City of Fairhope's desire to annex and assume responsibility for Nelson Drive in accordance with *Code of Alabama*, §11-49-80(b), (c) and (d), the Baldwin County Commission passed a resolution on August 3, 2021, authorizing the annexation and transfer of responsibility for Nelson Drive to the City of Fairhope, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, said resolution did petition the City of Fairhope for annexation and contained the signature of the owner of the described territory and a map of Nelson Drive showing their relationship to the corporate limits of the City of Fairhope; and

WHEREAS, the City Council of the City of Fairhope has determined that it is in the public interest that Nelson Drive be annexed into the City of Fairhope and that all legal requirements for annexing Nelson Drive have been met pursuant to *Code of Alabama*, §§11-42-20 to 24.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FAIRHOPE, ALABAMA, AS FOLLOWS:

Section 1. The City Council of the City of Fairhope, Alabama, finds and declares as the legislative body thereof that it is in the best interest of the citizens of the City, and the citizens of the affected area, to annex and bring the territory described herein as Nelson Drive into the corporate limits of the City of Fairhope, and to assume responsibility for those portions of Nelson Drive, if any, that are already within the corporate limits of the City of Fairhope pursuant to *Code of Alabama*, §§11-49-80(b), (c) and (d), and 11-42-20 to 24.

Section 2. The boundary lines of the City of Fairhope, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Fairhope, Alabama, and in addition thereto the following described territory, to-wit:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 6 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent of this document to convey unto the City of Fairhope, Alabama, any and all right and title to that portion of the right-of-way owned and maintained by Baldwin County along Nelson Drive, beginning at the east right-of-way line of Scenic Highway 98 also known as County Road 98 Scenic Route, ALT U. S. Highway 98 and South Mobile Street, and formerly known as U. S. Highway 98, and running easterly approximately 525 feet. Including all improvements within the right-of-way such as, but not limited to the road, drainage structures, signs, trails, sidewalks, etc. Said right-of-way being quitclaimed is part of property conveyed in Baldwin County Probate Court Case No. 9449, Real Property Book 17 page 792, Real Property Book 18 page 121 and corrected by Instrument Number 991083 and part of Real Property Book 13 page 771. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own. (See attached Exhibit "A")

Subject to any reservations, restrictions, exceptions, and encumbrances of record.

Section 3. The territory described in this ordinance shall become a part of and lie within the corporate limits of the City of Fairhope, Alabama, upon publication of this ordinance.

Section 4. To the extent that portions of Nelson Drive, if any, are already within the corporate limits of the City of Fairhope, but responsibility is vested in the County, the City of Fairhope hereby assumes responsibility of said portions of Nelson Drive pursuant to *Code of Alabama*, §11-49-80(b), in addition to their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Fairhope's assumption of responsibility for Nelson Drive is in exchange for the County agreeing that it shall resurface, one time, Nelson Drive from Scenic Highway 98 east approximately 525 feet with a minimum one and a half inch (1.5") overlay.

The Baldwin County Commission and the City of Fairhope respectively acknowledge and agree that this one-time resurfacing has been scheduled to occur as soon as possible as consideration for this transfer, and may be completed prior to the transfer of maintenance. The Baldwin County Commission and the City of Fairhope agree that said consideration is a reasonable charge for being relieved of the burden of the control, management, supervision, repair, maintenance, and improvement of the road described herein.

Section 5. This ordinance shall be published as provided by law, and a certified copy of the same, together with a certified copy of the resolution and petition of the Baldwin County Commission, shall be filed with the Probate Judge of Baldwin County, Alabama.

Section 6. If any part, section or subdivision of this ordinance shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be construed to invalidate or impair the remaining provisions of this ordinance, which shall continue in full force and effect notwithstanding such holding.

ADOPTED THIS THE 13TH DAY OF SEPTEMBER, 2021

JACK BURRELL
Council President

Attest:

LISA A. HANKS, MMC
City Clerk

ADOPTED THIS THE 13TH DAY OF SEPTEMBER, 2021

SHERRY SULLIVAN
Mayor

Ord. No. 1725 Published in FAIRHOPE COURIER on Wednesday, September 29, 2021
City Clerk



Baldwin County Highway Department

Nelson Drive ROW Acceptance - Exhibit "A" Map

Exhibit B

RESOLUTION NO. 2021-108

RESOLUTION OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, AUTHORIZING ANNEXATION AND TRANSFER OF RESPONSIBILITY FOR A PORTION OF NELSON DRIVE FROM BALDWIN COUNTY TO THE CITY OF FAIRHOPE

WHEREAS, Nelson Drive, from Scenic Highway 98 east approximately 525 feet (hereinafter "Nelson Drive"), is a road or road segment inside or abutting the corporate limits of the City of Fairhope; and

WHEREAS, Nelson Drive includes all improvements within the right-of-way such as, but not limited to, the road, drainage structures, signs, trails, sidewalks, etc.; and

WHEREAS, an accurate description of Nelson Drive is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the portion of Nelson Drive that is not already the responsibility of the City of Fairhope has been County maintained for a period of one (1) year prior to the effective date of this instrument; and

WHEREAS, Nelson Drive is located within the City of Fairhope but responsibility is vested in the County; and

WHEREAS, in order to clarify and simplify the City of Fairhope's assumption of responsibility for Nelson Drive in accordance with *Code of Alabama*, §11-49-80(b), (c) and (d), the Baldwin County Commission is submitting its consent and petition to the City of Fairhope to annex Nelson Drive and assume the responsibility thereof; and

WHEREAS, the City of Fairhope desires to assume responsibility for Nelson Drive, to the extent it is not already maintaining portions thereof, in order to facilitate the orderly development and maintenance of this area and its corporate limits.

NOW, THEREFORE, BE IT RESOLVED by the Baldwin County Commission as follows:

Section 1. That Baldwin County hereby consents to and petitions for the annexation of Nelson Drive by the City of Fairhope pursuant to *Code of Alabama*, §11-49-80(c), and (d) and §11-42-20 to 24.

Section 2. To the extent that portions of Nelson Drive, if any, are already located within the corporate limits of City of Fairhope, but responsibility is vested in the County, the Baldwin County Commission hereby consents to the assumption of responsibility of said portion or portions of Nelson Drive by the City of Fairhope, pursuant to *Code of Alabama*, §11-49-80(b),

in addition to their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Fairhope's assumption of responsibility for Nelson Drive is in exchange for the County agreeing that it shall resurface, one time, Nelson Drive from Scenic Highway 98 east approximately 525 feet with a minimum one and a half inch (1.5") overlay. The Baldwin County Commission and the City of Fairhope respectively acknowledge and agree that this one time resurfacing has been scheduled to occur as soon as possible as consideration for this transfer, and may be completed prior to the transfer of maintenance.

Section 3. The Baldwin County Commission and the City of Fairhope agree that said consideration is a reasonable charge.

Section 4. If any part, section or subdivision of this resolution shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be construed to invalidate or impair the remaining provisions of this resolution, which shall continue in full force and effect notwithstanding such holding.

ADOPTED and **APPROVED** by the County Commission of Baldwin County, Alabama, on the 3rd day of August, 2021.

BALDWIN COUNTY COMMISSION

By: _____
JOE DAVIS, III
Its: Chairman

ATTEST:

_____
WAYNE DYESS
County Administrator

Baldwin County Commission

Agenda Action Form

File #: 22-0197, **Version:** 1 **Item #:** BA2

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Michelle Howard, Commission Executive Assistant

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ITEM TITLE
*Port City Pacers Holiday Half Marathon 2021

STAFF RECOMMENDATION
Take the following actions:

1) Approve the requested routes for the Port City Pacers Holiday Half Marathon on December 4, 2021, beginning at Mullet Point Park in Point Clear, Alabama at 8:30 a.m. and ending at approximately 12:00 noon at the same location; and

2) Acknowledge that alcoholic beverages will be consumed on the premises by Port City Pacers.

BACKGROUND INFORMATION

Previous Commission action/date: November 17, 2020 - Last BCC approval for this event.

Background: **Certificate of Liability Insurance is forthcoming. This approval is contingent upon receipt of Certificate of Liability Insurance.**

Commission staff has received a request from Mr. Jonathan Dick with Port City Pacers, for a route approval for the annual Holiday Half Marathon on Saturday, December 4, 2021, beginning at 8:30 a.m. and ending at approximately 12 noon. The race begins at Mullet Point Park, traveling down County Road 1 to Pelican Point and back; then turning up County Road 27 (turns around before the bridge) and back to County Road 1, ending at Mullet Point Park. There will be a 13.1 mile race and a five (5) mile race (detailed route descriptions are attached). The Port City Pacers 2021 Holiday Half Marathon will be collecting toys for the USA Children's and Women's Hospital-Pediatric Department. The race attracts 400-500 participants.

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):

Via email: president@portcitypacers.com
Mr. Jonathan Dick
Port City Pacers
P.O. Box 6427
Mobile, Alabama 36660-6427

Chief Stephanie Hollinghead
Fairhope Police Department
107 N. Section Street
Fairhope, Alabama 36532

cc: Sherriff Hoss Mack
Anthony Lowery
Capt. Tony Nolfe

Lt. Nathan Lusk
Nancy Hall
Mandi Scott
Paul Penry
Zach Hood
Frank Lundy
Joey Nunnally

Additional instructions/notes: N/A

* Michelle Howard
agenda item

Baldwin County
Administration Department
Received: 10/27/21
By: dks

Port City Pacers
P.O. Box 6427
Mobile, Alabama 36660-6427

October 6, 2021

To: Baldwin County Commission
Re: Request permission for Holiday Half Marathon

This letter is to request permission for the Port City Pacers Road Running Club to conduct the Holiday Half Marathon at Mullet Point Park in Point Clear, AL.

The race is scheduled for Saturday, December 4, 2021. Start time will be at 8:00 AM with all participants off the course by noon. The race starts at Mullet Point Park and goes down County Road 1 to Pelican Point and back; then up County Road 27 (turns around before the bridge) and back to CR 1 and back to Mullet Point Park. (See attached map)

The race attracts about 400-500 participants. This race will be collecting toys for the USA Children's and Women's Hospital Pediatric Department.

Sincerely,
Jonathan Dick
251-342-5028
President@portcitypacers.com

OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA
SHERIFF HUEY HOSS MACK

310 Hand Avenue
Bay Minette, Alabama 36507
(251) 937-0210
Fax (251) 580-1687

TO: County Commission

FROM: Anthony Lowery, Chief Deputy AL

DATE: October 27, 2021

SUBJECT: Holiday Half Marathon
December 4, 2021
8:00 am @ Mullet Point Park

The Sheriff's Office will provide security for the above referenced event if the Commission approves the route-as per policy.

Please make us aware of your decision as soon as possible.

CC: Capt. Tony Nolfe
Lt. Nathan Lusk
Nancy Hall
Mandi Scott

AL/BL

Port City Pacers
P.O. Box 6427
Mobile, Alabama 36660-6427

October 6, 2021

To: Office of Sheriff
Re: Request for police coverage of the Holiday Half Marathon

This letter is to request police coverage for the annual Holiday Half Marathon and 8K taking place on Saturday, December 4, 2021 in Point Clear, AL.

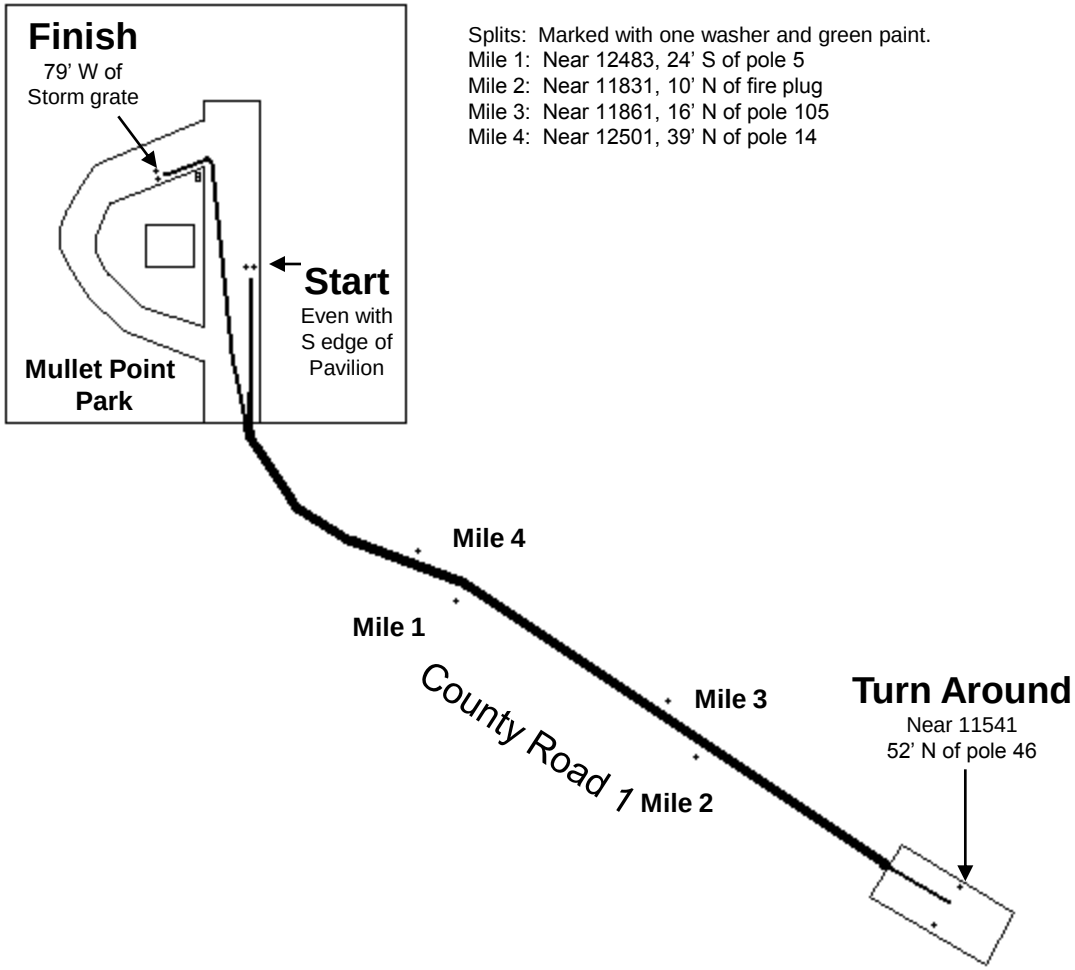
We are requesting coverage on County Roads 1 and 27 during the race. (08:00-11:30). The race starts at Mullet Point Park and goes down County Road 1 to Pelican Point and back; then up County Road 27(turns around before the bridge) and back to CR 1 and back to Mullet Point Park. (See attached map)

The race is conducted by the Port City Pacers. The race attracts between 400-500 participants. This race will be collecting toys for the USA Children's and Women's Hospital Pediatric Department.

Sincerely,
Jonathan Dick
251-342-5028
President@portcitypacers.com

Holiday 8K

Point Clear, Alabama



Splits: Marked with one washer and green paint.
Mile 1: Near 12483, 24' S of pole 5
Mile 2: Near 11831, 10' N of fire plug
Mile 3: Near 11861, 16' N of pole 105
Mile 4: Near 12501, 39' N of pole 14

N

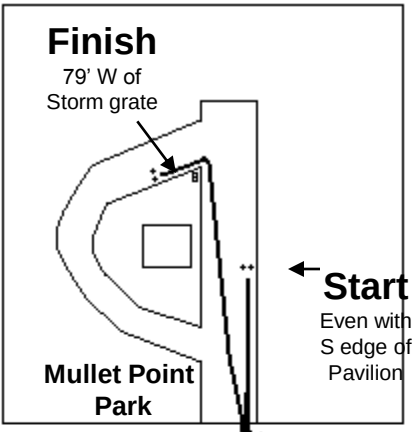
Start, Finish, and Turn-around marked with washers and green paint

Measured by Jon Bowie (Daphne, AL 251-209-0887)
jnbowie@gmail.com
07 November 2010
Race contact: Port City Pacers 251-473-7223

No Diagrams to Scale

Holiday Half Marathon

Point Clear, Alabama



Splits: Marked with one washer and green paint.
Mile 1: Near 12483, 24' S of pole 5
Mile 2: Near 11831, 10' N of fire plug
Mile 3: Near 11237, 57' N of pole 25
Mile 4: Near 10727, 64' N of pole 65
Mile 5: Near 10455, 30' N of pole 49
Mile 6: Near 10620, 66' N of fire plug
Mile 7: 55' N of pole 107
Mile 8: 93' N of pole 107
Mile 9: Near 10697, 28' S of pole 61
Mile 10: Near 11185, 72' S of pole 23
Mile 11: Near 11773, 12' N of pole 15
Mile 12: Near 12451, 7' N of pole 21
Mile 13: Near 13095, opposite lamp post

N

Mile 13

Mile 12

Mile 1

Mile 11

Mile 2

Mile 10

County Road 1

Mile 3

Turn Around 2

Just S of bridge
75' N of pole 65
81' S of pole 60

Mile 8

Mile 7

County Road 27

Turn Around 1

In Pelican Point parking lot
37' W of Weeks Bay sign
91' E of large concrete pole

Mile 9

Mile 6

Mile 4

Mile 5

Start, Finish, and Turn-arounds marked with washers and green paint

Measured by Jon Bowie (Daphne, AL 251-209-0887)
jnbowie@gmail.com
07 November 2010
Race contact: Port City Pacers 251-473-7223

No Diagrams to Scale

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2021

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

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

PRODUCER	CONTACT NAME: Margaret Mayers	
Insurance Management Group	PHONE (A/C, No, Ext): (260) 338-2434	FAX (A/C, No): (765) 664-0761
12730 Coldwater Rd Ste 103	E-MAIL ADDRESS: mmayers@insmgt.com	
Fort Wayne IN 46845	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Casualty Company	[redacted]
INSURED	INSURER B : Nationwide Life Insurance Company	[redacted]
Road Runners Club of America/2021 and Its Member Clubs	INSURER C :	
	INSURER D :	
1501 Lee Highway, Suite 140	INSURER E :	
Arlington VA 22209	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2021 $1M A.I. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Legal Liability to [ ] Participant $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per Event Basis			[redacted]	12/31/2020	12/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse and Molestation	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 1,000,000 $ 500,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			[redacted]	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Excess Medical & Accident ($250 Deductible/Claim)			[redacted]0	12/31/2020	12/31/2021	Excess Medical AD & Specific Loss	$10,000 $2,500

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

The Baldwin County Commision IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 12/04/21 Holiday Half Marathon INSURED RRCA CLUB/EVENT MEMBER: Port City Pacers Running Club, Inc. ATTN: JONATHAN DICK, PO Box 6427, Mobile AL 36660 Processed by RMV

CERTIFICATE HOLDER

12/04/21 Baldwin County Commision
312 Courthouse square suite 12
Bay Minnette AL 36507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry R. Dilley

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Baldwin County Commission

Agenda Action Form

File #: 22-0132, **Version:** 1 **Item #:** BA3

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Charles F. Gruber, Commissioner District 4
Submitted by: Jeannie M. Peerson, Administrative Support Specialist IV

ITEM TITLE
The Optimist Club of Perdido Bay 30th Annual Lillian Christmas Parade

STAFF RECOMMENDATION

Approve the requested road closure for the Optimist Club of Perdido Bay 30th Annual Lillian Christmas Parade on Saturday, December 11, 2021, beginning at 12:45 p.m. until 2:15 p.m. The parade will start on Widell Street, proceeding northeast on U.S. Highway 98, north on 6th Street, west on West Barclay, then south on Santa Piedro Street, back to the point of beginning. The parade is 1 ¼ miles long and will take approximately 1 hour and 15 minutes to complete.

The Baldwin County Sheriff's Office will provide security for the event and the Alabama Law Enforcement Agency, Highway Patrol Division, Troop A will provide traffic control on Highway 98.

BACKGROUND INFORMATION

Previous Commission action/date:
The Commission has received a request from David W. Randall, President, for The Optimist Club of Perdido Bay to hold the 30th Annual Lillian Christmas Parade on Saturday, December 11, 2021, beginning at 1:00 p.m. The parade will require the closing of U.S. Hwy 98 in Lillian and the detouring of traffic.

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: Administration Staff

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

Email: DanielWRandall@Gmail.com
Mr. Daniel W. Randall
President, Optimist Club of Perdido Bay
12770 South Perdido Street
Lillian, Alabama 36549

cc:
Email: Byron.Piggott@alea.gov - Department of Public Safety
Email: Douglas.Huntley@alea.gov - Highway Patrol Division
Sheriff Hoss Mack, BCSO
Anthony Lowery, BCSO
Capt. Tony Nolfe, BCSO
Lt. Nathan Lusk, BCSO
Nancy Hall, BCSO
Brittney Lundy, BCSO
Heather Johnson, BCSO
Joey Nunnally, BCHD
Frank Lundy, BCHD
Tyler Mitchell, BCHD

Additional instructions/notes: N/A

powered by Legistar™

OPTIMIST CLUB OF PERDIDO BAY

President, Daniel W. Randall

12770 South Perdido Street **251-234-1122**
Lillian, AL 36549 **DanielWRandall@Gmail.com**

Baldwin County Commission
Jeannie Peerson, Office Administrator
201 East Section Street, Foley AL 36535

Baldwin County Sheriff's Department
COL Anthony Lowery
310 Hand Ave., Bay Minette, AL 36507

Alabama State Troopers
Lieutenant Piggott
3402 Demetropolis Rd, Mobile, AL 36693

October 13, 2021

Request of the Closure of U.S. Hwy 98 from the Corner of U.S. Hwy 98 & Perdido Street to U.S. Hwy 98 & County Road 99, December 11, 2021 from 12:45 PM – 2:15 PM For the Lillian Christmas Parade Sponsored by the Optimist Club of Perdido Bay

Dear Baldwin County Commissioners, Baldwin County Sheriff's Department and Alabama State Trooper's,

Our Optimist Club of Perdido Bay will conduct our 30th Annual Christmas Parade in Lillian on December 11, 2021 beginning at 1:00 P.M. The parade is about 1 ¼ miles and takes about an hour and 15 minutes. It requires the closing of U.S. HWY 98 in Lillian and detouring traffic.

In the past the Alabama State police closed U.S. HWY 98 to westbound traffic at County Road 99 and routed traffic south on County Road 99 to Rosalia, then west to Perdido Street and then north back to U.S. HWY 98 and The Sheriff's Dept. closed U.S. HWY 98 to eastbound traffic at Perdido Street, routing traffic south on Perdido to Rosalia, then east on Rosalia to C.R. 99 and north back to 98. Attached is a map of the parade route. Also enclosed is a copy of our insurance certificate.

This has worked well in the past and we hope you will be able to assist us again this year. Please let me know if there is anything more, we need to do or if you have any questions. We look forward to providing this wonderful opportunity for our community and appreciate your assistance.

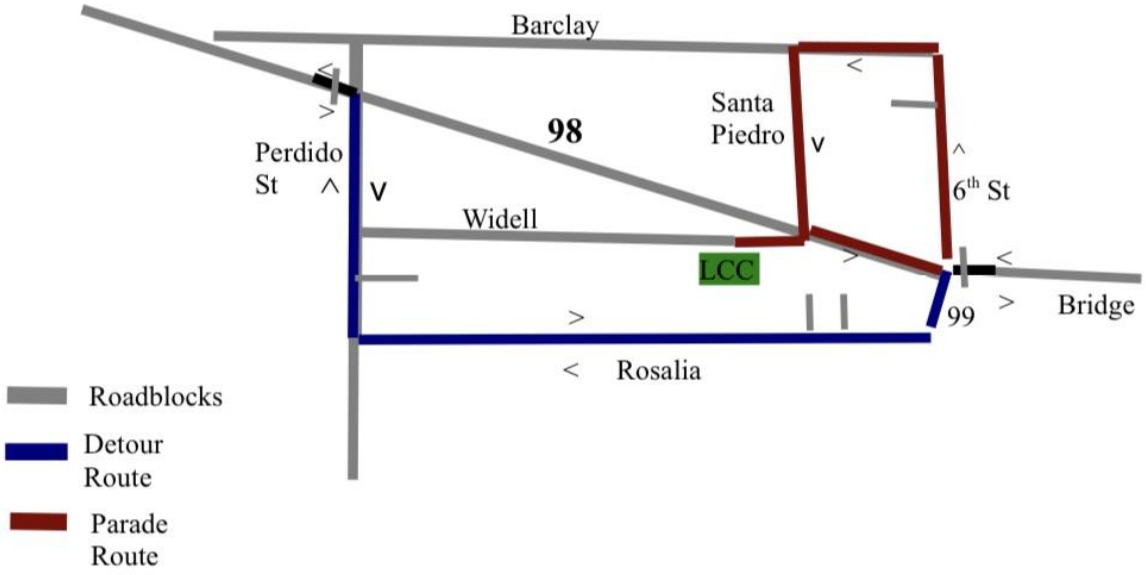
Sincerely,

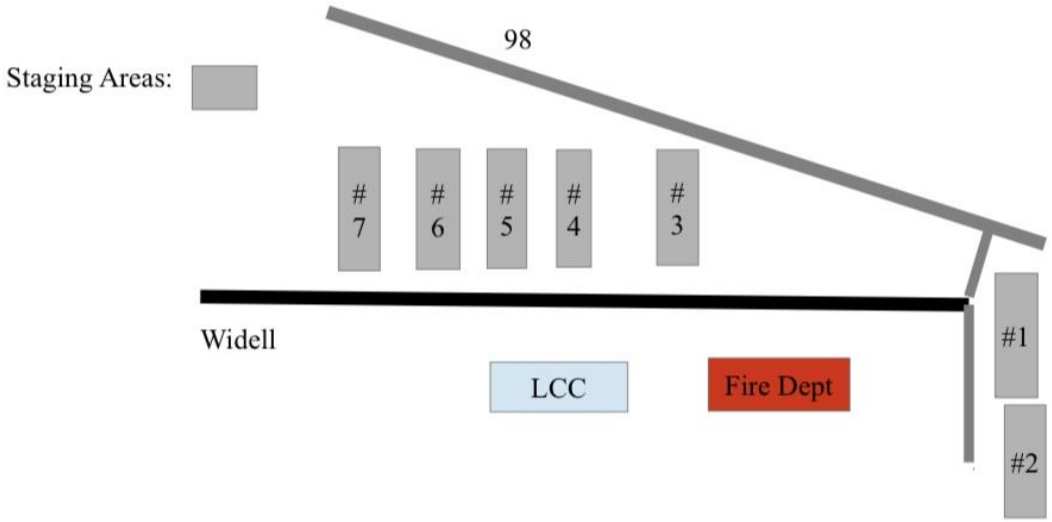
Daniel W. Randall

Rev. Daniel W. Randall, President of the Optimist Club of Perdido Bay

CC:
County Board of Commissioners
Sheriff Huey Hoss Mack
Lieutenant Piggott, Alabama State Troopers

Request of the Closure of U.S. Hwy 98 from the Corner of U.S. Hwy 98 & Perdido Street to U.S. Hwy 98 & County Road 99, December 11, 2021 from 12:45 PM – 2:15 PM For the Lillian Christmas Parade Sponsored by the Optimist Club of Perdido Bay





Jeannie M. Peerson

From: Jeannie M. Peerson
Sent: Tuesday, October 26, 2021 2:58 PM
To: Jeannie M. Peerson
Subject: FW: Road Closure Request for the 30th Annual Christmas Parade in Lillian on December 11, 2021

From: Brittney Lundy
Sent: Friday, October 15, 2021 2:29 PM
To: Anu Gary <AGary@baldwincountyal.gov>; Jeanine E. Sanders <JESANDERS@baldwincountyal.gov>; Michelle Howard <Michelle.Howard@baldwincountyal.gov>; Kristen Rawson <Kristen.Rawson@baldwincountyal.gov>; Barbara Pate <Barbara.Pate@baldwincountyal.gov>
Cc: Tony Nolfe <TNOLFE@baldwincountyal.gov>; Nathan Lusk <NLusk@baldwincountyal.gov>; Nancy Hall <nhall@baldwincountyal.gov>
Subject: FW: Road Closure Request for the 30th Annual Christmas Parade in Lillian on December 11, 2021

Good Afternoon,

Please see the attached for information regarding the Optimist Club of Perdido Bay's 30th Annual Christmas Parade. Below is approval from Sheriff Mack.

Thank you,

Brittney Lundy
Executive Assistant to Chief Deputy Anthony Lowery
Baldwin County Sheriff's Office
(251)580-1685

From: Hoss H. Mack <HMack@baldwincountyal.gov>
Sent: Friday, October 15, 2021 9:55 AM
To: Brittney Lundy <Brittney.Gantt@baldwincountyal.gov>
Cc: Tony Nolfe <TNOLFE@baldwincountyal.gov>; Nathan Lusk <NLusk@baldwincountyal.gov>; Anthony Lowery <ALOWERY@baldwincountyal.gov>
Subject: Re: Road Closure Request for the 30th Annual Christmas Parade in Lillian on December 11, 2021

The sheriffs office approves.

Sheriff Huey Hoss Mack
Add Value, Preach Hope

On Oct 15, 2021, at 09:11, Brittney Lundy <Brittney.Gantt@baldwincountyal.gov> wrote:

Thank you!

From: Hoss H. Mack <HMack@baldwincountyal.gov>
Sent: Friday, October 15, 2021 9:11 AM
To: Brittney Lundy <Brittney.Gantt@baldwincountyal.gov>
Subject: Fwd: Road Closure Request for the 30th Annual Christmas Parade in Lillian on December 11, 2021

Sheriff Huey Hoss Mack
Add Value, Preach Hope

Begin forwarded message:

From: Daniel Randall <danielwrandall@gmail.com>
Date: October 15, 2021 at 08:51:50 CDT
To: "Hoss H. Mack" <HMack@baldwincountyal.gov>
Subject: Fwd: Road Closure Request for the 30th Annual Christmas Parade in Lillian on December 11, 2021

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

Sheriff Mack,

I sent request to:
"Baldwin County Commissioners"
<Jeannie.peerson@baldwincountyal.gov>,
"Baldwin County Sheriffs- COL Lowery"
<alowery@baldwincountyal.gov>,
<mack@baldwincountyal.gov>,
"AL Troopers- Lieutenant Piggott"
<byron.piggott@alea.gov>, "Pastor Daniel" <danielwrandall@gmail.com>

I had left the h off of yours.
Is COL Lowery's email correct?

Blessings,

Rev. Daniel Randall,
President OCPB

---------- Forwarded message ---------
From: **Daniel Randall** <danielwrandall@gmail.com>
Date: Wed, Oct 13, 2021 at 2:53 PM
Subject: Road Closure Request for the 30th Annual Christmas Parade in Lillian on December 11, 2021
To: <Jeannie.peerson@baldwincountyal.gov>, <alowery@baldwincountyal.gov>, <mack@baldwincountyal.gov>, <byron.piggott@alea.gov>, "Pastor Daniel" <danielwrandall@gmail.com>

Dear Baldwin County Commissioners, Baldwin County Sheriff's Department and Alabama State Trooper's,

Our Optimist Club of Perdido Bay needs your assistance in conducting our 30th Annual Christmas Parade in Lillian on December 11, 2021 beginning at 1:00 P.M. Please see the attached request for road closure, the map of the parade route and the copy of our Optimist International insurance certificate. Thank you for your help in the past. We are thrilled to be able to resume this wonderful community tradition. Please let me know if there is anything more we need to do or if you have any questions. We look forward to providing this wonderful opportunity for our community and appreciate your assistance.

Sincerely,
Rev. Daniel W. Randall,
President of the Optimist Club of Perdido Bay
251-234-1122

Please let me know that you have received this request.

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
PHONE 334.517.2800 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

To: Baldwin County Commission

From: Sergeant Brandon Christen, Post Commander Mobile

Date: November 3, 2021

Subject: Optimist Club of Perdido Beach
29th Annual Lillian Christmas Parade
Saturday, December 11, 2021, 1:00 pm

The Alabama Law Enforcement Agency, Highway Patrol Division, Troop A, will provide personnel for traffic control on US Highway 98 in Lillian, Alabama, on Saturday, December 11, 2021, for the 30th Annual Lillian Christmas Parade, if the Commission approves the route. Any questions feel free to contact me.

Thank you,

Sergeant Brandon Christen
Post Commander, Mobile Troop A

Baldwin County Commission

Agenda Action Form

File #: 22-0192, **Version:** 2 **Item #:** BA4

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: Replacement
From: Wayne Dyess, County Administrator
Submitted by: Victoria Key, Administrative Support Specialist

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ITEM TITLE
*Baldwin County Library Board - Board Resignation

STAFF RECOMMENDATION
Related to the Baldwin County Library Board (Baldwin County Library Cooperative, Inc), take the following actions:

1) Accept the resignation of Dr. Theresa Harden, dated October 29, 2021, and thank Dr. Harden for her prior civic service.

2) Appoint Mr. Cliff McCollum to fill the vacant place seat formerly held by Dr. Theresa Harden, for a pro-rata reduced term, said term to commence November 16, 2021, and expire October 1, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: October 5, 2021

Background: **Reason for replacement agenda item: The appointment of Cliff McCollum was added to the staff recommendation per Commissioner Underwood's request.**

The Baldwin County Commission created the Baldwin County Library Board during its April 2, 1963, regular meeting, pursuant to the authority granted the County Commission per Title 55 §285, 286, 287 & 289, Code of Alabama 1975 Recompiled 1958, as a five (5) member Library Board to supervise the business of the, then, county library. Today, the county library is called the "Baldwin County Library Cooperative, Inc."

In 1975, the Alabama Legislature recompiled the General Laws of Alabama, found within and known, at that time, as the Code of Alabama Recompiled 1958, into what, today, is known as the Code of Alabama 1975. Within the Code of Alabama 1975, specifically at §11-90-1, et seq., remains, substantively, the provisions found at Title 55 §285, 286, 287 and 289, Code of Alabama Recompiled 1958. Therefore, per §11-90-1, et seq., specifically §11-90-2, Code of Alabama 1975, the County Commission is authorized and required to appoint all members to the five (5) member library board

known as the Baldwin County Library Board.

While the "Baldwin County Library Cooperative, Inc." is a non-profit corporation established in 2000, its governing records require the County Commission to appoint the membership of the board pursuant to the above cited Alabama law found at §11-90-1, et seq., of the Code of Alabama 1975.

Today, all members of the five (5) member Baldwin County Library Board serve four (4) year terms, each, through appointment by the Baldwin County Commission and are disallowed from receiving compensation for their service on said board. Notably, the governing law sets forth no required qualifications for appointments/re-appointments on this board.

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 send:

Thank you letter to:

Dr. Theresa Harden
23382 Cornerstone Drive
Loxley, Alabama 36551

Appointment letter to:

Mr. Cliff McCollum
11465 Mockingbird Lane
Fairhope, Alabama 36532

cc: via email only (director@baldwincountylibrary.org)
Elizabeth Webb, Director
Baldwin County Library Cooperative

Additional instructions/notes: Administration: Update board list, upload to BCAP, and send notification to Board Update email group.

RECEIVED
NOV 01 2021
BY: aks

October 29, 2021

Honorable Billie Jo Underwood
County Commissioner, District 3
Baldwin County Central Annex
22251 Palmer Street
Robertsdale, AL 36567

Dear Billie Jo,

It is with my deepest regret to inform you that I will be resigning from my position as Board Member of the Baldwin County Library Cooperative (BCLC). I have work obligations which hinder my participation in attending meetings in a timely manner and will be building a new home on a jointly owned property after the first of the year. I hope that my service to the Board has benefitted the members and the people of Baldwin County. I know that the Board is fiscally sound now and with Chad's continued leadership and that of the other Board members and Elizabeth as library director and other library staff members; the BCLC will continue to grow and prosper. I have come to know the ladies on the library staff well and have admired their dedication in making the BCLC one of the finest in the State of Alabama.

With warmest regards,

Theresa Carlin Harden

Theresa Carlin Harden, Ed.D

Dr. Theresa Harden
23382 Cornerstone Dr
Loxley, AL 36551

BALDWIN COUNTY LIBRARY BOARD
(a/k/a BALDWIN COUNTY LIBRARY COOPERATIVE, INC.)

Post Office Box 339
Robertsdale, Alabama 36567
(251) 947-7632
Director of Library Board Email: director@baldwincountylibrary.org

General Board Information:

Appointed by Baldwin County Commission
Five (5) members
Term of each member is Four (4) years
Board established during April 2, 1963, regular meeting
Statutory Authority - §11-90-2, Code of Alabama 1975

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Dr. Theresa Harden 23382 Cornerstone Diver Loxley, AL 36551	Appointed 08/20/2019 to fill the place-seat formerly held by Joe Coleman for a pro-rata reduced term 08/20/2019 Thanked Joe Coleman for his prior civic service	4 years	10/01/2022
Chad Yarbrough 19117 Fairfield Drive Fairhope, AL 36532	Reappointed 10/05/2021 term continuing from 10/01/2021	4 years	10/01/2025
Betty Wood 12889 Michigan Avenue Elberta, AL 36530	Reappointed 10/06/2020 term to continue from 10/01/2020	4 years	10/01/2024
Diane Sims 7634 Hoppes Drive Foley, AL 36535	Reappointed 10/06/2020 term to continue from 10/01/2020	4 years	10/01/2024
Donna Bing 20700 Kenneth King Lane Fairhope, AL 36532	Appointed 11/05/2019 to fill the place-seat formerly held by Betty Suddeth for a pro-rata reduced term 11/05/2019 Thanked Betty Suddeth for her prior civic service	4 years	10/01/2022

REVISED: 10/05/2021 vak

Baldwin County Commission

Agenda Action Form

File #: 22-0192, **Version:** 1 **Item #:** BA4

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Victoria Key, Administrative Support Specialist

---

ITEM TITLE
Baldwin County Library Board - Board Resignation

STAFF RECOMMENDATION
Related to the Baldwin County Library Board (Baldwin County Library Cooperative, Inc), take the following action:

Accept the resignation of Dr. Theresa Harden, dated October 29, 2021, and thank Dr. Harden for her prior civic service.

BACKGROUND INFORMATION

Previous Commission action/date: October 5, 2021

Background: The Baldwin County Commission created the Baldwin County Library Board during its April 2, 1963, regular meeting, pursuant to the authority granted the County Commission per Title 55 §285, 286, 287 & 289, Code of Alabama 1975 Recompiled 1958, as a five (5) member Library Board to supervise the business of the, then, county library. Today, the county library is called the "Baldwin County Library Cooperative, Inc."

In 1975, the Alabama Legislature recompiled the General Laws of Alabama, found within and known, at that time, as the Code of Alabama Recompiled 1958, into what, today, is known as the Code of Alabama 1975. Within the Code of Alabama 1975, specifically at §11-90-1, et seq., remains, substantively, the provisions found at Title 55 §285, 286, 287 and 289, Code of Alabama Recompiled 1958. Therefore, per §11-90-1, et seq., specifically §11-90-2, Code of Alabama 1975, the County Commission is authorized and required to appoint all members to the five (5) member library board known as the Baldwin County Library Board.

While the "Baldwin County Library Cooperative, Inc." is a non-profit corporation established in 2000, its governing records require the County Commission to appoint the membership of the board pursuant to the above cited Alabama law found at §11-90-1, et seq., of the Code of Alabama 1975.

Today, all members of the five (5) member Baldwin County Library Board serve four (4) year terms, each, through appointment by the Baldwin County Commission and are disallowed from receiving compensation for their service on said board. Notably, the governing law sets forth no required qualifications for appointments/re-appointments on this board.

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 send thank you letter to:

Dr. Theresa Harden
23382 Cornerstone Drive
Loxley, Alabama 36551

cc: via email only (director@baldwincountylibrary.org)
Elizabeth Webb, Director
Baldwin County Library Cooperative

Additional instructions/notes: Administration: Update board list, upload to BCAP, and send notification to Board Update email group.

RECEIVED
NOV 01 2021
BY: aks

October 29, 2021

Honorable Billie Jo Underwood
County Commissioner, District 3
Baldwin County Central Annex
22251 Palmer Street
Robertsdale, AL 36567

Dear Billie Jo,

It is with my deepest regret to inform you that I will be resigning from my position as Board Member of the Baldwin County Library Cooperative (BCLC). I have work obligations which hinder my participation in attending meetings in a timely manner and will be building a new home on a jointly owned property after the first of the year. I hope that my service to the Board has benefitted the members and the people of Baldwin County. I know that the Board is fiscally sound now and with Chad's continued leadership and that of the other Board members and Elizabeth as library director and other library staff members; the BCLC will continue to grow and prosper. I have come to know the ladies on the library staff well and have admired their dedication in making the BCLC one of the finest in the State of Alabama.

With warmest regards,

Theresa Carlin Harden

Theresa Carlin Harden, Ed.D

Dr. Theresa Harden
23382 Cornerstone Dr
Loxley, AL 36551

BALDWIN COUNTY LIBRARY BOARD
(a/k/a BALDWIN COUNTY LIBRARY COOPERATIVE, INC.)

Post Office Box 339
Robertsdale, Alabama 36567
(251) 947-7632
Director of Library Board Email: director@baldwincountylibrary.org

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Appointed by Baldwin County Commission
Five (5) members
Term of each member is Four (4) years
Board established during April 2, 1963, regular meeting
Statutory Authority - §11-90-2, Code of Alabama 1975

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Dr. Theresa Harden 23382 Cornerstone Diver Loxley, AL 36551	Appointed 08/20/2019 to fill the place-seat formerly held by Joe Coleman for a pro-rata reduced term 08/20/2019 Thanked Joe Coleman for his prior civic service	4 years	10/01/2022
Chad Yarbrough 19117 Fairfield Drive Fairhope, AL 36532	Reappointed 10/05/2021 term continuing from 10/01/2021	4 years	10/01/2025
Betty Wood 12889 Michigan Avenue Elberta, AL 36530	Reappointed 10/06/2020 term to continue from 10/01/2020	4 years	10/01/2024
Diane Sims 7634 Hoppes Drive Foley, AL 36535	Reappointed 10/06/2020 term to continue from 10/01/2020	4 years	10/01/2024
Donna Bing 20700 Kenneth King Lane Fairhope, AL 36532	Appointed 11/05/2019 to fill the place-seat formerly held by Betty Suddeth for a pro-rata reduced term 11/05/2019 Thanked Betty Suddeth for her prior civic service	4 years	10/01/2022

REVISED: 10/05/2021 vak

Baldwin County Commission

Agenda Action Form

File #: 22-0227, **Version:** 1 **Item #:** BA5

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator; Anu Gary, Administrative Services Manager
Submitted by: Kristen M. Rawson, Assistant Administrative Services Manager

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ITEM TITLE
South Alabama Rural Planning Organization (RPO) - Board Appointment(s)

STAFF RECOMMENDATION
As related to the South Alabama Rural Planning Organization (RPO), take the following actions:

1) Recognize that Mr. Matthew Brown, by virtue of serving as the Baldwin County Planning Director, is a member of the Technical / Citizens Advisory Committee and for Mr. Brown's tenure as the Baldwin County Planning Director; and

2) Recognize that Ms. Ann Simpson, by virtue of serving as the Baldwin Regional Area Transit System (BRATS) Director, is a member of the Technical / Citizens Advisory Committee and for Ms. Simpson's tenure as BRATS Director.

BACKGROUND INFORMATION

Previous Commission action/date: November 2, 2021 - Last board appointment by BCC.

Background:

GENERAL BACKGROUND:

The South Alabama Rural Planning Organization (RPO) seeks to establish a transportation planning process in the rural areas of South Alabama comprising the areas of Mobile County (AL), Baldwin County (AL) and Escambia County (AL), which are not included in the Mobile County Metropolitan Planning Organization (MPO) Study Area.

Member Governments in the RPO are: Baldwin County Commission, Escambia County Commission, Mobile County Commission, City of Gulf Shores, City of Orange Beach, City of Bay Minette, City of Daphne, City of Fairhope, City of Foley, City of Robertsdale, Town of Silverhill, Town of Magnolia Springs, City of Spanish Fort, Town of Summerdale, Town of Elberta, Town of Loxley, City of Brewton, City of East Brewton, Town of Flomaton, City of Atmore, Town of Riverview, Town of Pollard, Town of

Dauphin Island, Town of Mount Vernon, City of Citronelle, Poarch Band of Creek Indians, MOWA Baldwin of Choctaw Indians and the Alabama Department of Transportation.

Policy Committee:

Baldwin County Commission designates the Chairman of the Baldwin County Commission to the Policy Committee of the RPO for service during the respective term of office for each Chairman of the Baldwin County Commission. Any member of the Policy Committee, as designated by the Baldwin County Commission, must be a Baldwin County Commissioner.

Technical / Citizens Advisory Committee:

Baldwin County Commission designates the Baldwin County Planning Director, Baldwin County Engineer and Baldwin County Regional Area Transit System Director to the 'Technical / Citizens Advisory Committee' of the RPO for their respective service during each person's tenure in such position.

Baldwin County Commission appoints one (1) citizen to the Technical / Citizens Advisory Committee to a two (2) year term. The Baldwin County Commission can appoint any combination of staff or citizens and place the length of terms for each as they deem appropriate or change the combination thereof.

The action requested today recognizes the current Planning Director and BRATS Director serve as members of the Technical/Citizens Advisory Committee of the RPO, terms to continue for the respective period of service to the Baldwin County Commission as Director.

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 staff send notice of action to:

Tom Piper, Senior Transportation Planner
South Alabama Regional Planning Commission
Post Office Box 1665
Mobile, Alabama 36633

cc:

Matthew Brown
Ann Simpson
Wayne Dyess

Update board list, upload to BCAP, and notify Board Update email group.

Additional instructions/notes: N/A

SOUTH ALABAMA RURAL PLANNING ORGANIZATION (RPO)

Contact: Tom Piper, Senior Transportation Planner
South Alabama Regional Planning Commission
P.O. Box 1665
Mobile, Alabama 36633
(251) 433-6541

General Board Information:
RPO seeks to establish a transportation planning process in the rural areas of South Alabama comprising the areas of Mobile County (AL), Baldwin County (AL) and Escambia County (AL), which are not included in the Mobile County Metropolitan Planning Organization (MPO) Study Area.

Member Governments in the RPO are: Baldwin County Commission, Escambia County Commission, Mobile County Commission, City of Gulf Shores, City of Orange Beach, City of Bay Minette, City of Daphne, City of Fairhope, City of Foley, City of Robertsdale, Town of Silverhill, Town of Magnolia Springs, City of Spanish Fort, Town of Summerdale, Town of Elberta, Town of Loxley, City of Brewton, City of East Brewton, Town of Flomaton, City of Atmore, Town of Riverview, Town of Pollard, Town of Dauphin Island, Town of Mount Vernon, City of Citronelle, Poarch Band of Creek Indians, MOWA Baldwin of Choctaw Indians and the Alabama Department of Transportation.

Policy Committee
Baldwin County Commission designates the Chairman of the Baldwin County Commission to the 'Policy Committee' of the RPO for service during the respective term of office for each Chairman of the Baldwin County Commission. Any member of the "Policy Committee,' as designated by the Baldwin County Commission, must be a Baldwin County Commissioner.

Technical / Citizens Advisory Committee
Baldwin County Commission designates the Baldwin County Planning Director, Baldwin County Engineer and Baldwin County Regional Area Transit System Director to the 'Technical / Citizens Advisory Committee' of the RPO for their respective service during each person's tenure in such position.

Baldwin County Commission appoints one (1) citizen to the 'Technical / Citizens Advisory Committee' to a two (2) year term. The Baldwin County Commission can appoint any combination of staff or citizens and place the length of terms for each as they deem appropriate or change the combination thereof.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
James E. Ball 312 Courthouse Square, Suite 12 Bay Minette, AL 36507 **Member of the Policy Committee**	Appointed 11/02/2021 to replace previous Chairman Joe Davis, III	*	11/08/2022
Vince Jackson Baldwin County Planning Director **Member of the Technical/Citizens Advisory Committee**	11/15/2011	**	**
Joey Nunnally Baldwin County Engineer **Member of the Technical/Citizens Advisory Committee**	Appointed 11/07/2017 to replace previous County Engineer Cal Markert	**	**

SOUTH ALABAMA RURAL PLANNING ORGANIZATION (RPO) – Cont.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Taylor Rider Baldwin Regional Area Transit System Director **Member of the Technical/Citizens Advisory Committee**	05/01/2007	**	**
Stan Virden P. O. Box 475 Gulf Shores, AL 36547 **Member of the Technical/Citizens Advisory Committee**	Reappointed 11/15/2011 term continuing from 05/01/2011	2 years	05/01/2013

* Term continues for the respective terms of office for each Chairman of the Baldwin County Commission. (*Typically, term as Chairman expires the first Tuesday in November except in an election year, when the new Commission meets officially for the first time on the Tuesday, following election, i.e. the second Tuesday.*)

** Term continues for the respective period of service, to the Baldwin County Commission, as Director or Engineer.

***REVISED: 11/02/2021 vak**

Baldwin County Commission

Agenda Action Form

File #: 21-1360, **Version:** 2 **Item #:** BA6

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: Replacement
From: Wayne Dyess, County Administrator
Submitted by: Victoria Key, Administrative Support Specialist

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ITEM TITLE
*Consideration for Rescheduling Certain Baldwin County Commission Work Session Meetings and Regular Meetings in 2022

STAFF RECOMMENDATION
Adopt Resolution #2022-003 which approves the following:

1) The January 17, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, January 18, 2022, at 8:30 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama; and

2) The January 18, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama; and

3) The February 28, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, March 2, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama; and

4) The March 1, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, March 2, 2022, at 10:00 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama; and

5) The June 20, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, June 21, 2022, at 8:30 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama; and

6) The June 21, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama; and

7) The July 4, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, July 5, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama; and

8) The July 5, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama; and

9) The September 5, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, September 6, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama; and

10) The September 6, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: **Reason for replacement item:** Staff recommendation #3 listed an incorrect meeting date of March 1, 2022, which has been corrected to reflect the correct date of March 2, 2022.

County Holidays landing on Commission meeting dates:

January 17, 2022 - Martin Luther King Jr. Day

March 1, 2022 - Mardi Gras

June 20, 2022 - Juneteenth

July 4, 2022 - Independence Day

September 5, 2022 - Labor Day

Staff is proposing the Commission Work Sessions and Regular Sessions be changed to the above dates due to County Holidays landing on Commission meeting dates.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Time Sensitive - See below.

Individual(s) responsible for follow up: Administration

Send Public Notice to Media/BCC Contacts
Upload Notice to county website
Post Notices at courthouse and facilities
Update Legistar calendar/Insite online meetings calendar
Update Upload Log
Update 4BCC Outlook Calendar and send invites out again
Upload fully executed Resolution to BCAP

Notify:
1) CIS staff for audio/video (email, need confirmation)
2) Facility Coordinator for meeting rooms if necessary

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-003
OF THE
BALDWIN COUNTY COMMISSION

RESCHEDULING CERTAIN BALDWIN COUNTY COMMISSION WORK SESSION MEETINGS AND REGULAR MEETINGS IN 2022.

COMES NOW, the Baldwin County Commission desiring to reschedule certain Work Session Meetings and certain Baldwin County Commission Regular Meetings in 2022, as set forth herein below; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, pursuant to the authority found at §11-3-8 (a) of the Code of Alabama 1975, and without limitation, the Baldwin County Commission hereby approves the following:

1. The January 17, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, January 18, 2022, at 8:30 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

2. The January 18, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

3. The February 28, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, March 2, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama.

4. The March 1, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, March 2, 2022, at 10:00 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama.

5. The June 20, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, June 21, 2022, at 8:30 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

6. The June 21, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

7. The July 4, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, July 5, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama.

8. The July 5, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama.

9. The September 5, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, September 6, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square.

10. The September 6, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 16th day of November, 2021.

_____
Commissioner James E. Ball, Chairman

ATTEST:

_____
Wayne Dyess, County Administrator

Baldwin County Commission

Agenda Action Form

File #: 21-1360, **Version:** 1 **Item #:** BA6

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Victoria Key, Administrative Support Specialist

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ITEM TITLE
Consideration for Rescheduling Certain Baldwin County Commission Work Session Meetings and Regular Meetings in 2022

STAFF RECOMMENDATION
Adopt Resolution #2022-003 which approves the following:

1) The January 17, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, January 18, 2022, at 8:30 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama; and

2) The January 18, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama; and

3) The February 28, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, March 1, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama; and

4) The March 1, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, March 2, 2022, at 10:00 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama; and

5) The June 20, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, June 21, 2022, at 8:30 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama; and

6) The June 21, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama; and

7) The July 4, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, July 5, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama; and

8) The July 5, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama; and

9) The September 5, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, September 6, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama; and

10) The September 6, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: County Holidays landing on Commission meeting dates:

January 17, 2022 - Martin Luther King Jr. Day

March 1, 2022 - Mardi Gras

June 20, 2022 - Juneteenth

July 4, 2022 - Independence Day

September 5, 2022 - Labor Day

Staff is proposing the Commission Work Sessions and Regular Sessions be changed to the above dates due to County Holidays landing on Commission meeting dates.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Time Sensitive - See below.

Individual(s) responsible for follow up: Administration

Send Public Notice to Media/BCC Contacts
Upload Notice to county website
Post Notices at courthouse and facilities
Update Legistar calendar/Insite online meetings calendar
Update Upload Log
Update 4BCC Outlook Calendar and send invites out again
Upload fully executed Resolution to BCAP

Notify:
1) CIS staff for audio/video (email, need confirmation)
2) Facility Coordinator for meeting rooms if necessary

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-003
OF THE
BALDWIN COUNTY COMMISSION

RESCHEDULING CERTAIN BALDWIN COUNTY COMMISSION WORK SESSION MEETINGS AND REGULAR MEETINGS IN 2022.

COMES NOW, the Baldwin County Commission desiring to reschedule certain Work Session Meetings and certain Baldwin County Commission Regular Meetings in 2022, as set forth herein below; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, pursuant to the authority found at §11-3-8 (a) of the Code of Alabama 1975, and without limitation, the Baldwin County Commission hereby approves the following:

1. The January 17, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, January 18, 2022, at 8:30 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

2. The January 18, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

3. The February 28, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, March 2, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama.

4. The March 1, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, March 2, 2022, at 10:00 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama.

5. The June 20, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, June 21, 2022, at 8:30 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

6. The June 21, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the County Commission Meeting Chambers in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

7. The July 4, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, July 5, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama.

8. The July 5, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama.

9. The September 5, 2022, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Tuesday, September 6, 2022, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square.

10. The September 6, 2022, Regular Meeting of the Baldwin County Commission is rescheduled to begin at 10:00 a.m., in the Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 17th day of November, 2021.

_____
Commissioner James E. Ball, Chairman

ATTEST:

_____
Wayne Dyess, County Administrator

Baldwin County Commission

Agenda Action Form

File #: 22-0185, **Version:** 1 **Item #:** BA7

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Carjetta Crook, Administrative Services Specialist IV

ITEM TITLE
Request from Family Promise of Baldwin County, Inc. - Certification Regarding ADECA 2021 Emergency Solutions Grant (ESG) Program Funds

STAFF RECOMMENDATION
Authorize Chairman to execute the Certification of Local Government Approval which approves Family Promise of Baldwin County Alabama, Inc. to enter into an Agreement (HESG-21-005) with the Alabama Department of Economic and Community Affairs (ADECA) as the subrecipient of the 2021 Emergency Solutions Grant (ESG) Program Funds.

This approval does not in any way constitute any financial involvement, obligation of reporting or administrative follow-up for compliance from the Baldwin County Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Family Promise of Baldwin County, Inc. was awarded ESG funds from ADECA to provide emergency shelter, HMIS, homelessness prevention and re-housing of homeless families in Baldwin County. The attached Certification of Local Government Approval must be signed by a local government official before the agreement can be signed and funds released. Total amount of ESG funds awarded is $99,000.00. The agreement is effective October 12, 2021 through July 12, 2023.

Beth Biggs, Executive Director, Family Promise of Baldwin County, Inc. will be present at work session to discuss the request.

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 obtain Chairman's signature on Certification of Local Approval form and return original to Beth Biggs, Executive Director of Family Promise of Baldwin County.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send notification via email to: beth@familypromisebc.org

Mail original form to:

Beth Biggs, Executive Director
Family Promise of Baldwin County
20511 County Road 36
Summerdale, Alabama 36580

Additional instructions/notes: N/A

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

For Nonprofit Organizations

Receiving Emergency Solutions Grants (ESG) Program Funds
from the Alabama Department of Economic and Community Affairs

I, (*name and title*)_____ duly authorized to act on behalf of Baldwin County hereby approve the following project(s) proposed by Family Promise of Baldwin County which is located in Baldwin County, Alabama for ESG project number HESG-21-005.

Family Promise of Baldwin County, located in Summerdale, provides shelter & essential services to homeless families with children through a network of 30 plus churches in Baldwin County. They will also provide homeless prevention and re-housing assistance to Baldwin County assistance.

By: _____
Signature

_____
Date

_____
Typed Name of Signatory Local Official

_____
Title

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

AGREEMENT NO. **HESG-21-005**

SUBAWARD AGREEMENT

This SUBAWARD AGREEMENT is effective as of the **12th** day of **October 2021** by and between the **Family Promise of Baldwin County** ("Subrecipient") and the Alabama Department of Economic and Community Affairs ("ADECA").

Subrecipient Name: Family Promise of Baldwin County

Subrecipient Unique Entity Identifier Number: [redacted]

Federal Award Identification Number ("FAIN"): [redacted]

Federal Award Date: August 20, 2021

Subaward Period of Performance Start and End Date: October 12, 2021 through July 12, 2023

Subaward Budget Period Start and End Date: October 12, 2021 through July 12, 2023

Amount of Federal Funds Obligated by this Action: $99,000.00

Total Amount of Federal Funds Obligated to the Subrecipient: $99,000.00

Total Amount of Federal Award: $99,000.00

Federal Award Project Description: ESG Program for the State of Alabama

Name of Federal Awarding Agency: U.S. Department of Housing and Urban Development (HUD)

Pass-through Entity: Alabama Department of Economic and Community Affairs

Contact Information for Awarding Official: Kenneth W. Boswell, Director, (334) 242-5591

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: Not applicable to the Subrecipient

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Subrecipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed through the Federal Assistance authorized under the State's Emergency Solutions Grants (ESG) Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities hereinafter set forth in connection with the State's ESG Program administered by ADECA, under ESG Project Number **HESG-21-005** made to the Subrecipient from the federal award ([redacted] identified herein above.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide to the Subrecipient the Federal Assistance under Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, as amended, 42 U.S.C. 11371 et seq., (the "Act") authorized by the Letter of Award. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA, the State, or HUD, now or hereafter in effect. This Agreement is effective with respect to such Federal Assistance as of the date specified above, and consists of (1) the Letter of Award and submissions made with respect thereto; (2) the Subrecipient's ADECA-approved Application specified herein, including any assurances, certifications, maps, schedules, and other submissions; (3) the HUD ESG Program Regulations published at 24 CFR Part 576, and State Policies; (4) the State's One-Year Annual Action Plan developed for the ESG Program (the State's federal grant application) that is submitted to and approved by HUD, including any assurances, certifications, maps, schedules, and other submissions; and (5) the following General Terms and Conditions:

A. DEFINITIONS

Except to the extent modified or supplemented by this Agreement, any term defined in Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, as amended, 42 U.S.C. 11371 et seq., or the HUD Emergency Solutions Grants Program Regulations at 24 CFR Part 576, shall have the same meaning when used herein.

1. "Agreement" means this Agreement as described above, and any amendments or supplements hereto.

2. "Applicant" means the entity designated as such in the Letter of Award and herein as the Subrecipient.

3. "Application" means the Subrecipient's Application for Federal Assistance that has been approved by ADECA and designated as such per the Letter of Award.

4. "Certifications" means the certifications submitted with the grant application and the certifications listed in the Letter of Award pursuant to the requirements of 24 CFR Part 576.

5. "Federal Assistance" means the Federal assistance, grant(s), funds, and any loan(s) secured by loan guarantee(s), provided by ADECA to the Subrecipient under this Agreement.

6. "Federal Award" means the federal grant awarded from the federal awarding agency to the State of Alabama and administered by ADECA as the State Administering Agency, and which is identified by its "Federal Award Identification Number" (FAIN). Herein this Agreement, the Federal Award is FAIN [redacted]

7. "Letter of Award" means the letter to the Subrecipient from ADECA confirming approval of the Subrecipient's Application and setting forth requirements which shall be satisfied by the Subrecipient prior to execution of this Agreement.

8. "Schedule" means the schedule of project activities submitted with the Subrecipient's application for ESG funds which sets forth the proposed start dates and completion dates for the work activities and administrative services to be performed.

9. "Principal" means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

10. "Program" means the Emergency Solutions Grants (ESG) Program, project, or other activities, including the administration thereof, with respect to which Federal Assistance is being provided under this Agreement.

11. "State" means the State of Alabama.

12. "Subrecipient" means the entity signing this Agreement who is the Applicant or entity designated as a recipient for grant or loan assistance in the Letter of Award.

13. "Second-tier subrecipient" means each entity with which the Subrecipient contracts for work to be performed or services to be provided as set out in the scope of services.

B. SCOPE OF SERVICES

1. The Subrecipient agrees to do, perform, and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative services described in the Subrecipient's ADECA-approved Application

submitted for Federal Assistance under this ESG project and the terms of this Agreement. The Subrecipient further agrees that all activities carried out under the terms of this Agreement shall satisfy all requirements of ADECA, and shall be as described in the Subrecipient's ADECA-approved Application unless otherwise expressly directed by ADECA.

2. The Subrecipient agrees to permit and to facilitate reviews by ADECA of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement at Montgomery or at other places as ADECA may determine.

3. The Subrecipient shall submit to ADECA progress reports describing the progress of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement when requested by ADECA.

4. The Subrecipient agrees to accept responsibility for ensuring compliance by second-tier subrecipient entities to which it makes funding assistance hereunder available.

C. CHANGES

1. ADECA or the Subrecipient may, from time to time, request changes in the scope of services to be performed by the Subrecipient under this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between ADECA and the Subrecipient, shall follow ADECA's governing policy and be incorporated in written amendments to this Agreement.

2. Notwithstanding the terms stated in Section C.1. herein this Agreement, ADECA may, from time to time, approve a revision to the Subrecipient's budget document under this Agreement without a formal written amendment to this Agreement. However, for such revision to be valid, it shall be on a standard ADECA "ESG Budget/Final Financial Report" form and approved by ADECA. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F., below, without a formal amendment to this Agreement.

D. PERSONNEL

1. It shall be the responsibility of the Subrecipient, when necessary, to hire personnel or to contract or subcontract for the work to be performed as set out in the Scope of Services, to include the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement. All persons so hired or under contract or subcontract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Subrecipient shall provide to ADECA a sampling of all contracts and subcontracts for said work or services as and when requested by ADECA.

E. TIME OF PERFORMANCE

The Subrecipient shall commence performance of this Agreement on **October 12, 2021**, and shall obligate its subaward amount by **February 9, 2022**. The full subaward amount shall be expended by **July 12, 2023**.

1. ADECA retains the right to rescind all or any part of the Federal Assistance committed by this Agreement and the Letter of Award. Such right may be exercised if action or the lack of action by or on behalf of the Subrecipient indicates to ADECA that the work activities and administrative services described in the Subrecipient's ADECA-approved Application, and/or the terms of this Agreement, are not adhered to or are not progressing according to the Schedule and/or this Agreement.

2. The Subrecipient, by execution of this Agreement, certifies that the Subrecipient will implement the work activities and administrative services described in the Subrecipient's ADECA-approved Application and the terms of this Agreement substantially in compliance with the Schedule and/or this Agreement, and that failure to do so may affect the Subrecipient's continued capacity to participate in ADECA's future Federal Assistance and other funding decisions.

F. METHOD OF PAYMENT

1. ADECA and the Subrecipient have agreed upon a total payment of ESG funds not to exceed **$99,000.00**.

2. The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR § 200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

3. The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has specific conditions per 2 CFR § 200.305, or the Subrecipient requests, in writing, payment by reimbursement.

4. The Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved (original or revised) "ESG Budget/Final Financial Report." Payment of funds are subject to and dependent upon the availability of Federal funds awarded to ADECA for the program purposes herein stated.

5. This Agreement, authorized by the State of Alabama on **October 12, 2021**, under the Letter of Award of State ESG funds for ESG Project Number **HESG-21-005** is hereby accepted by the Subrecipient.

6. The Subrecipient agrees to comply with, and to accept responsibility for compliance by any private non-profit entity carrying out ESG grant activity on behalf of the Subrecipient in accordance with, the terms and conditions of this Agreement, applicable laws, applicable regulations, and all requirements of ADECA, the State, or HUD, now or hereafter in effect, pertaining to the Federal Assistance provided.

7. In addition to the above clauses, the Subrecipient and its Contractors and Subcontractors shall agree with, and shall adhere to, the terms stated in Section K herein this Agreement.

G. CLOSEOUT PROCEDURES

On or after the completion date stated in the Schedule for the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement, the Subrecipient shall follow the ADECA Community and Economic Development Division's established ESG Program closeout procedures when closing the ESG project under this Agreement. The Subrecipient may access ADECA's ESG Program closeout documents from the ADECA Community and Economic Development Division's ESG Program staff and on the ADECA website at www.adeca.alabama.gov.

H. RECORD RETENTION

1. Financial records, supporting documents, statistical records, and all other non-Federal entity (to include ADECA, the Subrecipient, Contractors, and Subcontractors) records pertinent to a Federal award (to include the ESG project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to HUD, or for Federal awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to HUD (as the Federal awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

2. Because Federal agencies (to include HUD) may have different record retention requirements, each of ADECA's Divisions will have its own record retention requirements so as to comply with the appropriate Federal record retention requirements. For the ADECA Community and Economic Development Division's ESG Program record retention requirements applicable to this Federal Award and the ESG project under this Agreement, the following record retention requirements are applicable:

The Subrecipient is required to keep all records relating to the ESG project under this Agreement for a period of at least five years past notification by ADECA that the ESG project under this Agreement has been closed out or all audit findings related thereto have been resolved, whichever is longer. Where ESG funds are used to renovate an

emergency shelter or to convert a building into an emergency shelter, records must be retained until ten (10) years after the date the ESG funds are first obligated for the renovation or conversion. See 24 CFR 576.500.

3. When applicable, the Subrecipient, Contractors, and Subcontractors shall comply with the Alabama Competitive Bid Law (codified at § 41-16-54, *Code of Alabama 1975*), which requires that all original bids, together with all documents pertaining to the award of a contract, shall be retained in accordance with a record retention period of at least seven years.

I. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF AWARD

The submissions made pursuant to the Letter of Award are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

1. The Subrecipient has complied with all applicable requirements of 24 CFR Part 58, and the Subrecipient's applicable environmental review forms will be submitted for approval by ADECA.

2. Where applicable, the Subrecipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review ESG project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

J. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL AWARDS

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, Subpart B (2 CFR 200.100), General Provisions; Subpart C (2 CFR 200.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (2 CFR 200.300), Post Federal Award Regulations; Subpart E (2 CFR 200.400), Cost Principles; Subpart F (2 CFR 200.500), Audit Requirements; and all accompanying Appendices.

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

1. TERMINATION OF AGREEMENT

(a) A clause addressing a termination for cause and convenience must be

included in all contracts in excess of $10,000. The following provisions apply to termination under this grant agreement, whether termination by ADECA or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

(1) **Termination for Convenience**. This Agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If ADECA determines that continuation of the work will serve no useful public purpose, then this Agreement may be terminated by ADECA, and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

(2) **Termination for Cause**. If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by ADECA to the Subrecipient, then ADECA shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

(b) In the event of termination, either for convenience or for cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of ADECA, and if in accordance with applicable State and Federal regulations, become the property of ADECA. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

(c) Notwithstanding the above, the Subrecipient shall not be relieved of liability to ADECA for damages sustained by ADECA by virtue of any breach of the Agreement by the Subrecipient, and ADECA may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due ADECA from the Subrecipient is determined.

2. HEARING ON APPEAL

(a) The Subrecipient shall have the right to appeal any determination to terminate made by ADECA; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination, and/or has failed to request and receive approval from ADECA for extension of such, then the Subrecipient shall have no further right of appeal.

(b) A hearing shall be conducted at ADECA's offices in Montgomery,

Alabama, or any other appropriate location at ADECA's discretion, with a written notification of the time, place, and subject matter provided by ADECA to the Subrecipient.

3. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this Agreement, hereby agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or

orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel,

terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. COPELAND "ANTI-KICKBACK" ACT

For all prime construction contracts in excess of $2,000, the Subrecipient or Contractor shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by U.S. Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, ADECA shall report such violation to the Federal awarding agency [HUD].

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

In the event this contract or grant award is for an amount in excess of $100,000 and involves the employment of mechanics and laborers, the Subrecipient or Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and ADECA or the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," ADECA or the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal awarding agency [HUD].

7. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT

In the event this contract or grant award is for an amount in excess of $150,000, the Subrecipient or Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution

Control Act, 33 U.S.C. 1251-1387. ADECA shall report any suspected or reported violation to the Federal awarding agency [HUD] and to the Environmental Protection Agency.

8. **ENERGY CONSERVATION**

The Subrecipient or Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*

9. **DEBARMENT AND SUSPENSION**

(a) The Subrecipient is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Orders 12549 and 12689).

(b) The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (see 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at https://www.SAM.gov.

(c) The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals, nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement or any contract or subcontract hereto related, by any federal agency or by ADECA and/or any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

(d) The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement, and that it shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify ADECA if any subcontractor becomes debarred or suspended, and shall, at ADECA's request, take all steps required by ADECA to terminate its contractual relationship with that subcontractor for work to be performed under this Agreement.

10. **BYRD ANTI-LOBBYING ACT**

In the event this contract or grant award is for an amount equal to, or in excess of, $100,000, the Subrecipient or Contractor shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that

it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award (ADECA).

The Subrecipient will require that the language of the paragraph above be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

11. PROCUREMENT OF RECOVERED MATERIALS

2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds $10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

K. OTHER APPLICABLE FEDERAL AND STATE LAWS

In addition to the above Sections, the Subrecipient agrees that the Subrecipient and its Contractors and Subcontractors shall agree with, and shall adhere to, the following:

1. TOBACCO SMOKE

Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through State or local governments by federal grant, contract, loan, or loan guarantee.

2. DRUG-FREE WORKPLACE REQUIREMENTS

In accordance with the provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et. seq.*), the "Drug-Free Workplace Act of 1988," all grantees (to include ADECA, the Subrecipient, Contractors, and Subcontractors) must maintain a drug-free workplace and must publish a statement informing employees that the

unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

3. TRANSPARENCY ACT

Awards under Federal programs are included under the provisions of Public Law 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, the Subrecipient, Contractors, Subcontractors and Vendors who meet this threshold will be required to furnish this information to the ADECA Community and Economic Development Division which is funding the Subrecipient through this Agreement. Specific reporting processes will be provided by the applicable ADECA Division to the Subrecipient. Active enrollment in the System for Award Management is a condition of payment under Section F herein this Agreement.

4. POLITICAL ACTIVITY

The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501 *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

5. HUMAN TRAFFICKING PROVISIONS

The award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000", as amended (2 CFR 175.15).

6. PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

As stated in Section 507 of Public Law 103-333, it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

7. MANDATORY DISCLOSURES

Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to ADECA, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

8. NOT TO CONSTITUTE A DEBT OF THE STATE

It is agreed that the terms, conditions, and commitments contained herein this Agreement 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 No. 26.

9. CONFLICTING PROVISION

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 Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void.

10. IMMUNITY AND DISPUTE RESOLUTION

(a) The parties to this Agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

(b) In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

(c) For any and all disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

11. DISCLAIMER

(a) ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by this Agreement, a contract, a grant, a loan, or by any other means.

(b) No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any Division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, Contractor or agency, or any third party, for any damages to property, both real and personal, or

personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, Contractor or agency, or any other person.

12. ACCESS TO RECORDS

The ADECA Director, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives, shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required record retention period, but shall last as long as the applicable records are retained.

13. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of ADECA thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from ADECA under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

14. CONTINGENCY CLAUSE

(a) It is expressly understood and mutually agreed that any ADECA commitment of funds herein shall be contingent upon receipt and availability by ADECA of funds under the ESG Program for which this Agreement is made. If this Agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any federal recessions and/or deferrals.

(b) Payments made by ADECA under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

15. CONFLICT OF INTEREST

(a) A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (i) the individual, (ii) any member of the individual's immediate family, (iii) the individual's partner, or (iv) an organization which employs or is about to employ any of the above.

(b) The Subrecipient certifies by signing this Agreement that no person under the Subrecipient's employ or control who presently performs functions, duties, or responsibilities in connection with ADECA of grant-funded projects or programs

has any personal and/or financial interest, direct or indirect, in this Agreement, nor will the Subrecipient hire any person having such conflicting interest.

(c) The Subrecipient certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

16. **INDIRECT COST**

In accordance with 2 CFR 200.332(a)(4) and 2 CFR 200.414, subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. ADECA will accept a federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the subrecipient to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same subrecipient, or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR 200.68. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate, but may elect to do so. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as a negotiated rate is approved by the subrecipients' federal cognizant agency.

17. **AUDIT REQUIREMENTS**

(a) All Subrecipients of federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than $500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with *Government Auditing Standards* (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

(b) Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

(c) Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)
ATTENTION: Audit Section
401 Adams Avenue

P.O. Box 5690
Montgomery, Alabama 36103-5690

–OR–

Emailed to: audit@adeca.alabama.gov

And an additional copy to:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, Alabama 36130-2251.

(d) All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR § 200.512.

18. AUDIT EXCEPTIONS / UNRESOLVED QUESTIONED COSTS / OUTSTANDING DEBTS

The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any Division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

19. SUSPENSION OF PAYMENTS

(a) Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any Division of ADECA, or in the event there is an amount owing to any Division of ADECA, or an amount owing to the Federal government under any program administered by any Division of ADECA that is not received in a reasonable and timely manner.

(b) Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any Division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with the Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

(c) ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any Division of ADECA that has not arranged a repayment schedule.

20. DISCLOSURE STATEMENT

Unless otherwise exempt under § 41-16-82, *Code of Alabama 1975*, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of $5,000.00.

21. COMPLIANCE WITH OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS

(a) In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq.*, *Code of Alabama 1975*), the Alabama Public Works Law (§ 39-1-1 *et seq.*, *Code of Alabama 1975*), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq.*, *Code of Alabama 1975*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1 *et seq.*, *Code of Alabama 1975*).

(b) In compliance with Alabama Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

(c) By signing this Agreement, the parties affirm that for the duration of this Agreement 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 this Agreement and shall be responsible for all damages resulting therefrom.

(d) It is the purpose of ADECA to provide to the Subrecipient this Federal Assistance allocated under the ESG Program in order that the Subrecipient can provide certain work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement.

(e) It shall be the responsibility of the Subrecipient to carry out the performance of the said work activities and administrative services and the terms of this Agreement in a satisfactory and proper manner in accordance with all Federal, State, and local laws.

(f) It shall be the responsibility of the Subrecipient to see that all contracts or subcontracts for the said work activities and administrative services and the terms of this Agreement are executed and performed in accordance with all applicable Federal, State and local laws.

(g) ADECA shall not be liable for the failure on the part of the Subrecipient and/or any Contractor, or Subcontractor, to perform the said work activities and

administrative services and the terms of this Agreement in accordance with all applicable laws and regulations.

(h) This Agreement is subject to the regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 576, as published for effect and as may be amended from time to time.

(i) Incorporated herein as part of this Agreement are Attachment A and the Certifications signed by ADECA as part of the State's One-Year Annual Action Plan developed for the ESG Program (the State's federal grant application) that is submitted to and approved by HUD for the State's ESG Funds awarded to the State, which Certifications include but may not be limited to the following:

(1) Shelter and housing standards (24 CFR § 576.403).

(2) Conflicts of interest (24 CFR § 576.404).

(3) Faith-based activities (24 CFR § 5.109 and 24 CFR § 576.406).

(4) Affirmative outreach (24 CFR § 576.407(b)).

(5) Environmental review responsibilities (Public Law 112-141 and 24 CFR Part 58).

(6) Displacement, Relocation, and Acquisition (24 CFR § 576.408).

(7) Nondiscrimination and Equal Opportunity (24 CFR § 5.105).

(8) Disclosure Requirements (24 CFR § 5.105).

(9) Prohibition against involuntary family separation (24 CFR § 576.102).

(j) It shall be the responsibility of the Subrecipient to follow the property management requirements established in 2 CFR Part 200.

22. CENTRALIZED OR COORDINATED ASSESSMENT SYSTEM

The Subrecipient shall ensure that all projects funded under this Agreement will use the centralized or coordinated assessment system developed by the local continuum of care in accordance with HUD-established requirements. A victim service provider may choose not to use the centralized or coordinated assessment system developed by the local continuum of care.

23. RECORDKEEPING AND REPORTING

The Subrecipient must have policies and procedures to ensure the requirements of this part are met. The policies and procedures must be established in writing and implemented by the Subrecipient and its second-tier or lower level subrecipients to ensure that ESG funds are used in accordance with the requirements. In addition, sufficient records must be established and maintained to enable ADECA and HUD to determine whether ESG requirements are being met as provided in 24 CFR § 576.500.

The Subrecipient shall submit performance reports and other program information as required by ADECA in a timely manner as specified by ADECA and federal program laws and regulations. The contents of the reports shall follow the requirements prescribed by HUD and ADECA. It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the provision of funds under this Agreement. Failure to submit such reports in a timely manner could result in the termination or suspension of funds.

(a) The Subrecipient shall ensure that agencies which will provide direct services to program participants under this Agreement shall report client-level data in the Homeless Management Information System (HMIS) utilized by the local continuum of care.

(b) Victim services or legal services provider agencies may report client-level, longitudinal data in a comparable database which generates unduplicated, aggregate reports based on the data.

(c) HMIS or comparable database activities must comply with HUD's standards on participation, data collection, and reporting under a local HMIS.

The bottom of this page is intentionally left blank.

IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

ADECA	SUBRECIPIENT
Alabama Department of Economic and Community Affairs	**Family Promise of Baldwin County HESG-21-005**
Kenneth W. Boswell, Director	Authorized Official
10/15/21 (Date)	10/25/21 (Date)
ATTEST: (Name)	ATTEST: (Name)
Administrative Support Assistant I (Title)	Case Manager (Title)
15 Oct 2021 (Date)	10/25/21 (Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.

Ashley W. Toole
General Counsel for ADECA

Baldwin County Commission

Agenda Action Form

File #: 22-0177, **Version:** 1 **Item #:** BB1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator and George Majors, Interim Animal Shelter Manager
Submitted by: George Majors, Interim Animal Shelter Manager

ITEM TITLE
Amendment and Correction to Action Taken Related to Agenda Item BB4 - January 21, 2020, Baldwin County Commission Regular Meeting

STAFF RECOMMENDATION
Amend and correct for the record, the action taken by the Commission during its regular meeting on January 21, 2020, related to Agenda Item BB4 - Veterinary Service Contracts for the Baldwin County Animal Shelter, as follows:

1) Approve the Veterinary Service Contracts with the following entities:

Animal Medical Center
Baldwin Animal Clinic and Gulf Coast Equine Hospital
Bay Minette Animal Clinic
Central Baldwin Veterinary Clinic
Colony Animal Clinic
Dykes Veterinary Clinic
Eastern Shore Pet Hospital
Happy Acres Veterinary Clinic
Lillian Veterinary Hospital, LLC
Robertsdale Animal Clinic
Magnolia by the Gulf Small Animal Hospital

With said contracts to supersede any other previously approved Veterinary Service Contracts for each entity. The contracts shall commence on January 21, 2020, and continue for a period of two (2) years, expiring January 21, 2022, with an automatic renewal for one additional one (1) year, term expiring January 21, 2023, unless terminated by either party in accordance with the terms of the Agreement Veterinary Service Contracts; and

2) Authorize the Chairman to execute any additional Veterinary Service Contracts (with the same terms) in the future and have those contracts entered into the record at the next available

Commission meeting.

BACKGROUND INFORMATION

Previous Commission action/date: 01/21/2020

Background: Agenda Item BB4, approved by the Commission during its January 21, 2020, regular meeting, listed incorrect term dates in the staff recommendation for the Veterinary Service Contracts for the Animal Shelter. The staff recommendation listed the contract terms to be for a four (4) year period. The correct term for the contracts is for a three (3) year period, beginning on January 21, 2020, and ending on January 21, 2023.

At this time, staff recommends the Commission amend its previous action and correct for the record the terms of the Veterinary Service Contracts.

Previous Commission action taken on January 21, 2020, was as follows:

“Take the following actions:

1) Approve the Veterinary Service Contracts with said contracts to supersede any other previously approved Veterinary Service Contracts for each entity. The contracts shall commence on January 21, 2020, and continue for a period of three (3) years, expiring January 21, 2023, with an automatic renewal for one additional one (1) year term (expiring January 21, 2024), unless terminated by either party in accordance with the terms of the Agreement; and

2) Authorize the Chairman to execute any additional Veterinary Service Contracts (with the same terms) in the future and have those contracts entered into the record at the next available Commission meeting.”

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Dr. Kasey Singley & Dr. John Helmeier ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on Jan 15 2020, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.

6. Veterinarian shall be paid for services rendered at the following rates:

Exam	$15
Health Certificate	$15
Dog Spay*	$75
Cat Spay*	$45
Dog Neuter*	$50

Cat Neuter*	$30
Euthanasia	$15
Rabies vaccination	$12
Fecal exam	$7.50
Parvo test	$25
Rabies prep	$50
X-ray	$35
Microchip implantation and registration	$5
Additional fee - Cryptorchid	$20
Additional fee - In-heat	$10
Additional fee - Pregnant	$20
Additional fee - Umbilical hernia repair	$20
Additional fee – pediatric spay or neuter**	$10
Boarding (pre-approved medical only)	$10 per night
After-hours services***	varies

*One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

***If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

not available

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.

10. This Agreement shall not be assignable by Veterinarian.

11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: 1/21/2020

Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne Dyess, County Administrator

VETERINARIAN

Date: 1-13-2020

Animal Medical Center
Clinic Name

Kasey D Singley DVM
Authorized Signature

Print Name/Title: Kasey D. Singley DVM / V.P.

Anna Martin
Witness Signature

Print Name/Address/Phone Number: Anna Martin

7815 St. Hwy 59, Foley, AL, 36535 - 251-955-5900

Rebecca
Witness Signature

Print Name/Address/Phone Number: Rebecca Reno

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Baldwin Animal Clinic & Gulf Coast Equine Hospital Dr. Tim Stewart ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on 1/1/2020, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.

6. Veterinarian shall be paid for services rendered at the following rates:

Exam	$15
Health Certificate	$15
Dog Spay*	$75
Cat Spay*	$45
Dog Neuter*	$50

Cat Neuter*	$30
Euthanasia	$15
Rabies vaccination	$12
Fecal exam	$7.50
Parvo test	$25
Rabies prep	$50
X-ray	$35
Microchip implantation and registration	$5
Additional fee - Cryptorchid	$20
Additional fee - In-heat	$10
Additional fee - Pregnant	$20
Additional fee - Umbilical hernia repair	$20
Additional fee – pediatric spay or neuter**	$10
Boarding (pre-approved medical only)	$10 per night
After-hours services***	varies

*One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

***If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

Our normal cost for emergencies

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.

10. This Agreement shall not be assignable by Veterinarian.

11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: 1/21/2020

Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne Dyess, County Administrator

VETERINARIAN

Date: 1/13/20

Baldwin Animal Clinic
Clinic Name

Authorized Signature

Print Name/Title: Tim Stewart DVM

Witness Signature

Print Name/Address/Phone Number: Tara Riddick, DVM
17107 Davis Rd Summerdale, AL 36580
251-989-4234

Witness Signature

Print Name/Address/Phone Number: Ariel Crebatul, 207 South Drive, Fairhope AL 36532. 251-802-5496

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Hugh Palmer ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on 1-21-20, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.

6. Veterinarian shall be paid for services rendered at the following rates:

Exam	$15
Health Certificate	$15
Dog Spay*	$75
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Dog Neuter*	$50

Cat Neuter*	$30
Euthanasia	$15
Rabies vaccination	$12
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Additional fee - Pregnant	$20
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Boarding (pre-approved medical only)	$10 per night
After-hours services***	varies

*One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

***If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

251 937 7540

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.

10. This Agreement shall not be assignable by Veterinarian.

11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: 11/21/2020

Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne

Wayne Dyess, County Administrator

VETERINARIAN

Date: 1-6-20

Bay Muscle General Cl
Clinic Name

Hugh Palmer
Authorized Signature

Print Name/Title: HUGH PALMER, Owner

Erin Connolly
Witness Signature

Print Name/Address/Phone Number: Erin Connolly

April Hadley
Witness Signature

Print Name/Address/Phone Number: April Hadley
937-7540

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and David L Campbell DVM ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on 1-21-2020, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.

6. Veterinarian shall be paid for services rendered at the following rates:

Exam	$15
Health Certificate	$15
Dog Spay*	$75
Cat Spay*	$45
Dog Neuter*	$50

Cat Neuter*	$30
Euthanasia	$15
Rabies vaccination	$12
Fecal exam	$7.50
Parvo test	$25
Rabies prep	$50
X-ray	$35
Microchip implantation and registration	$5
Additional fee - Cryptorchid	$20
Additional fee - In-heat	$10
Additional fee - Pregnant	$20
Additional fee - Umbilical hernia repair	$20
Additional fee – pediatric spay or neuter**	$10
Boarding (pre-approved medical only)	$10 per night
After-hours services***	varies

*One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

***If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

_____

_____

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.

10. This Agreement shall not be assignable by Veterinarian.

11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: 1/21/2020

Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne Dyess, County Administrator

VETERINARIAN

Date: 1/9/2020

Central Baldwin Veterinary Clinic
Clinic Name

David L Campbell
Authorized Signature

Print Name/Title: Owner

Julie Smothers
Witness Signature

Print Name/Address/Phone Number: Julie Smothers - 205-218-6587
1465 W Fairway Dr. Gulf Shores, Al. 36542

DVM
Witness Signature

Print Name/Address/Phone Number: Scarlett Anderson DVM/
7873 Riverwood Dr. Foley, AL 36535/(251) 510-7792

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Colony Animal Clinic Babette Dixon ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on Jan 21 2020, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.

6. Veterinarian shall be paid for services rendered at the following rates:

Exam	$15
Health Certificate	$15
Dog Spay*	$75
Cat Spay*	$45
Dog Neuter*	$50

Cat Neuter*	$30
Euthanasia	$15
Rabies vaccination	$12
Fecal exam	$7.50
Parvo test	$25
Rabies prep	$50
X-ray	$35
Microchip implantation and registration	$5
Additional fee - Cryptorchid	$20
Additional fee - In-heat	$10
Additional fee - Pregnant	$20
Additional fee - Umbilical hernia repair	$20
Additional fee – pediatric spay or neuter**	$10
Boarding (pre-approved medical only)	$10 per night
After-hours services***	varies

*One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

***If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

_____

_____

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.

10. This Agreement shall not be assignable by Veterinarian.

11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

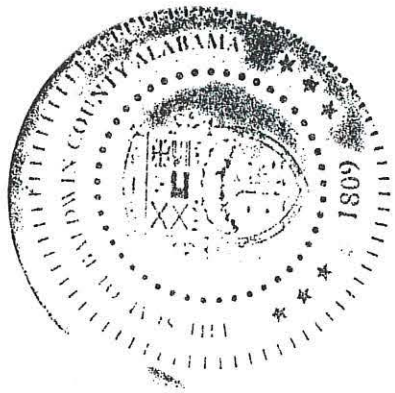
Date: 1/21/2020

Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne Dyess, County Administrator



VETERINARIAN

Date: 1-14-20

Colony Animal Clinic / Babette Dixon Dvm
Clinic Name

Babette Dixon Dvm
Authorized Signature

Print Name/Title: _____

Kim Ramey
Witness Signature

Print Name/Address/Phone Number: Kim Ramey (251) 295-4768
359 Morphy Ave Fairhope

Witness Signature

Print Name/Address/Phone Number: Lisa A Uzelac
359 Morphy Ave 251-928-7728

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and David Dykes ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on 11-21-2020, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.

6. Veterinarian shall be paid for services rendered at the following rates:

Exam	$15
Health Certificate	$15
Dog Spay*	$75
Cat Spay*	$45
Dog Neuter*	$50

Cat Neuter*	$30
Euthanasia	$15
Rabies vaccination	$12
Fecal exam	$7.50
Parvo test	$25
Rabies prep	$50
X-ray	$35
Microchip implantation and registration	$5
Additional fee - Cryptorchid	$20
Additional fee - In-heat	$10
Additional fee - Pregnant	$20
Additional fee - Umbilical hernia repair	$20
Additional fee – pediatric spay or neuter**	$10
Boarding (pre-approved medical only)	$10 per night
After-hours services***	varies

*One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

***If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

N/A

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.

10. This Agreement shall not be assignable by Veterinarian.

11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: 1/21/2025 Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne Dyess, County Administrator

VETERINARIAN

Date: 1/14/2020

Dykes Veterinary Clinic
Clinic Name

Authorized Signature

Print Name/Title: DAVID Dykes

Meagan Newkirk
Witness Signature

Print Name/Address/Phone Number: Meagan Newkirk

UBourne
Witness Signature

Print Name/Address/Phone Number: UMELISSA UBOURNE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and DR. ROY SCHINDLER ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the *sufficiency of which is hereby acknowledged, the parties agree as follows:*

1. The effective date and term of this Agreement will begin on JANUARY 21 2020, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.

6. Veterinarian shall be paid for services rendered at the following rates:

Exam	$15
Health Certificate	$15
Dog Spay*	$75
Cat Spay*	$45
Dog Neuter*	$50

Cat Neuter*	$30
Euthanasia	$15
Rabies vaccination	$12
Fecal exam	$7.50
Parvo test	$25
Rabies prep	$50
X-ray	$35
Microchip implantation and registration	$5
Additional fee - Cryptorchid	$20
Additional fee - In-heat	$10
Additional fee - Pregnant	$20
Additional fee - Umbilical hernia repair	$20
Additional fee – pediatric spay or neuter**	$10
Boarding (pre-approved medical only)	$10 per night
After-hours services***	varies

*One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

***If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

_____

_____

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.

10. This Agreement shall not be assignable by Veterinarian.

11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: 1/21/2025

Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne Dyess, County Administrator

VETERINARIAN

Date: 1/14/2020 Eastern Shore Pet Hospital
Clinic Name

Ron Schindler Jr
Authorized Signature

Print Name/Title: Ron Schindler Sr, Office Manager

Witness Signature

Print Name/Address/Phone Number: Kim Peacock

20569 Co Rd 68 N Robertsdale 850-516-6071

Witness Signature

Print Name/Address/Phone Number: Abby Braun

46845 Phillipsville Rd., Bay Minette, AL 36507
251-689-6545

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Rebecca Luckie DVM ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on Jan 21, 2020, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

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Additional fee - Pregnant	$20
Additional fee - Umbilical hernia repair	$20
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After-hours services***	varies

*One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

***If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

251-965-3188

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

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12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: 1/21/2020

Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne Dyess, County Administrator

VETERINARIAN

Date: 1/13/20

Happy Acres Veterinary Clinic
Clinic Name

DVM
Authorized Signature

Print Name/Title: Rebecca Lucki DVM

Jana Baxter
Witness Signature

Print Name/Address/Phone Number: Jana Baxter 251-965-3188
(owner signed right before)

Rebecca Reno
Witness Signature

Print Name/Address/Phone Number: Rebecca Reno

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Dr. Susan Wells dba Lillian Veterinary Hospital LLC ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on 1/21/2020, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.

6. Veterinarian shall be paid for services rendered at the following rates:

Exam	$15
Health Certificate	$15
Dog Spay*	$75
Cat Spay*	$45
Dog Neuter*	$50

Cat Neuter*	$30
Euthanasia	$15
Rabies vaccination	$12
Fecal exam	$7.50
Parvo test	$25
Rabies prep	$50
X-ray	$35
Microchip implantation and registration	$5
Additional fee - Cryptorchid	$20
Additional fee - In-heat	$10
Additional fee - Pregnant	$20
Additional fee - Umbilical hernia repair	$20
Additional fee – pediatric spay or neuter**	$10
Boarding (pre-approved medical only)	$10 per night
After-hours services***	varies

*One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

***If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

_____

_____

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.

10. This Agreement shall not be assignable by Veterinarian.

11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date 1/21/2020 Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne Dyess, County Administrator

VETERINARIAN

Date: 1/10/2020

Lillian Veterinary Hospital LLC
Clinic Name

Authorized Signature

Print Name/Title: Susan Wells, DVM
Sole Partner

Kayla J. Strickland
Witness Signature

Print Name/Address/Phone Number: Kayla J. Strickland

30764 Magnolia St, Perdido Beach, AL 36530
251-979-8269

Witness Signature

Print Name/Address/Phone Number: Brooke King 251-752-8889

8911 Egret Cove, Lillian, AL 36549

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Alan Moore, DVM ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on 1/21/2020, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.

6. Veterinarian shall be paid for services rendered at the following rates:

Exam	$15
Health Certificate	$15
Dog Spay*	$75
Cat Spay*	$45
Dog Neuter*	$50

Cat Neuter*	$30
Euthanasia	$15
Rabies vaccination	$12
Fecal exam	$7.50
Parvo test	$25
Rabies prep	$50
X-ray	$35
Microchip implantation and registration	$5
Additional fee - Cryptorchid	$20
Additional fee - In-heat	$10
Additional fee - Pregnant	$20
Additional fee - Umbilical hernia repair	$20
Additional fee – pediatric spay or neuter**	$10
Boarding (pre-approved medical only)	$10 per night
After-hours services***	varies

*One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

***If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

_____

_____

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.

10. This Agreement shall not be assignable by Veterinarian.

11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: 1/21/2020 Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne Dyess, County Administrator

VETERINARIAN

Date: 1/13/2020

Robertsdale Animal Clinic
Clinic Name

Amy L. Styrin
Authorized Signature

Print Name/Title: Amy L. Styrin Practice Manager

Shawna A Lee
Witness Signature

Print Name/Address/Phone Number: Shawna A. Lee

Robin York
Witness Signature

Print Name/Address/Phone Number: Robin York

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Lee Ann McGill ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on 1-21-20, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

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11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: 1/21/2020

Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne Dyess, County Administrator

VETERINARIAN

Date: 1/14/20

VCA Magnolia By The Gulf Small Animal Hospital
Clinic Name

Authorized Signature

Print Name/Title: LEE ANN McGill DVM

Witness Signature

Print Name/Address/Phone Number: Kim Peacock

20569 Co Rd 68 N Robertsdale 850-516-6171

Witness Signature

Print Name/Address/Phone Number: Abby Brown

46845 Phillipsville Rd. Bay Minette AL 36507

251-689-6545

Baldwin County Commission

Agenda Action Form

File #: 22-0182, **Version:** 1 **Item #:** BD1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator; Ann Simpson, Director of Transportation
Submitted by: Ann Simpson, Director of Transportation; Cian Harrison, Clerk/Treasurer

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ITEM TITLE
Authorized Users for the 5307 Urban Area Transit Program - Transit Award Management System and Electronic Clearing House Operation

STAFF RECOMMENDATION
Take the following actions:

1) Approve and authorize the Chairman to execute the Designation of Authority for Federal Transit Administration (FTA) Transit Award Management System (TrAMS) User Managers for the 5307 Urban Area Transit Program.

2) Approve and authorize the Chairman and Legal Counsel to execute the Designation of Signature Authority for the FTA Transit Award Management System, which authorizes the Chairman and Director of Transportation to obtain a Personal Identification Number (PIN) in order to transmit and execute applications and documents required for Federal Transit Administration (FTA) Grants.

3) Approve and authorize the Chairman to execute the Electronic Clearing House Operation (ECHO) Authorization & Certification which authorizes Cian Harrison, Clerk/Treasurer, as the ECHO Authorizing Official to approve payment requests and authorize user access to the ECHO system on behalf of the Baldwin County Commission.

BACKGROUND INFORMATION

Previous Commission action/date: May 4, 2021

Background: The Baldwin County Commission adopted Resolution #2021-077 authorizing the filing of application with FTA to become a direct recipient of 5307 Federal Transportation funding for urban areas.

As a direct recipient, Baldwin County Commission is required to access the Federal Transit Administration's Transit Award Management System (TrAMS) to transmit requests or applications for funding, to accept awards, and to execute required certifications and assurances using a PIN. The

designated individuals will be authorized to transmit documents through TrAMS using a PIN. Documents will be uploaded to TrAMS for transmission after receiving formal approval from the Baldwin County Commission. FTA provided the templates to be executed to request access to the TrAMS.

Also, as a direct recipient of FTA funds, Baldwin County Commission is required to access the Electronic Clearing House Operation (ECHO) to request drawdowns for funds from the 5307 Urban Area Transit Program. FTA provided the templates to be executed to request access to the ECHO.

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: Signed letters and forms are needed for transmission to FTA as soon as possible after execution.

Individual(s) responsible for follow up: Administration Staff, Director of Transportation, and Clerk/Treasurer.

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

1) Administration Staff to print the “Designation of Authority for FTA Systems User Managers” on Baldwin County Commission letterhead and obtain the Chairman’s signature.

2) Administration Staff to print the “Designation of Signature Authority Using A Personal Identification Number (PIN) for the TrAMS” on Baldwin County Commission Letterhead and obtain the Chairman and Legal Counsel signatures.

3) Administration Staff to print the “ECHO-Web Authorization & Certification” on Baldwin County Commission Letterhead and obtain the Chairman and Clerk/Treasurer signatures.

4) Administration Staff to obtain signatures of Clerk/Treasurer (Cian Harrison) and Grantee/Users (Ann Simpson, Loren Lucas & Christie Davis) on ECHO-Web User Access Forms (3 each).

5) Clerk/Treasurer to sign FTA Payment Information Form, provide TIN, and have form completed by appropriate financial institution representative.

6) Administration Staff to send fully executed documents via e-mail to:
Federal Transit Administration, Region IV
Elijah.Wheeler@dot.gov
Rhonda.King@dot.gov

Copy: ann.simpson@baldwincountyal.gov

cc: Ron Cink
Eva Cutsinger
Christie Davis

Additional instructions/notes: N/A

Designation of Authority for FTA Systems User Manager

November 16, 2021
Dear TrAMS Local Security Manager,

1	FTA Recipient Organization:	Baldwin County Commission, Baldwin Regional Area Transit System
2	Agency Acronym:	BRATS
3	TrAMS Recipient ID:	TBD
4	NTD ID:	40928

Has identified the following individual(s) to serve as User Managers

		User Manager 1	**User Manager 2 *(If applicable)***
5	Full Name:	Ms. Ann Simpson	Ms. Loren Lucas
6	Title:	Director of Transportation, BRATS	Accounting Manager, BRATS
7	Email Address:	ann.simpson@baldwincountyal.gov	loren.lucas@baldwincountyal.gov
8	Street Address (include city, state, zip):	18100 County Road 54 Robertsdale, AL 36567	18100 County Road 54 Robertsdale, AL 36567
9	Company Name:	Baldwin County Commission	Baldwin County Commission
10	Department:	BRATS	BRATS
11	Phone:	251-972-6817	251-972-6817
12	Fax:	251-972-6841	251-972-6841
13	Applicable FTA System	TrAMS: YES	TrAMS: YES
14	Applicable FTA System	NTD: YES	NTD: YES
15	NTD Role:	[[CEO]]	[[CEO Delegate]]

Authority is granted to create, modify, and deactivate accounts for employees of Baldwin County Commission to the individual(s) listed above.

Sincerely,

James E. Ball, Chairman
Baldwin County Commission

Designation of Signature Authority Using A
Personal Identification Number (PIN)
for the
TRANSIT AWARD MANAGEMENT SYSTEM
(TrAMS)

The Baldwin County Commission hereby designates James E. Ball, Chairman, and Ann Simpson, Director of Transportation, as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Number (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit applications to the FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the Baldwin County Commission.

_____ _____
James E. Ball, Chairman Date
Baldwin County Commission

_____ _____
Brad Hicks, Legal Counsel Date

ATTEST:

_____ _____
Wayne Dyess Date
County Administrator

ECHO-Web Authorization & Certification *Version 2015.1*

SECTION I: CERTIFICATION OF AUTHORIZING OFFICIAL

Signature of Authorizing Official

November 16, 2021
Date

This is to certify that the above is the signature of:

Cian Harrison
Printed Authorizing Official Name

Clerk/Treasurer
Authorizing Official Title

ECHO Control Number (ECN)

The Authorizing Official is duly authorized to approve payment requests and authorize user access to the ECHO-Web system on the behalf of:

Baldwin County Commission
Name of Recipient Organization

SECTION II: AUTHORIZATION OF USER ACCESS

The Authorizing Official listed above authorizes the following individuals to access ECHO-Web on behalf of the recipient organization:

Christie Davis is authorized for **Inquiry/View Only Access**.

Ann Simpson is authorized for **Request Payment Access**.

Loren Lucas is authorized for **Request Payment Access**.

Note: Please print this form on company letterhead for submission to your Regional Office.

James E. Ball, Chairman
Baldwin County Commission

Date

Attest:

Wayne Dyess, Administrator
Baldwin County Commission

Date

ECHO-WEB USER ACCESS FORM

Version 2015.6

I. USER INFORMATION (GRANTEE/INTERNAL USER COMPLETE)

Christie — First Name
— MI
Davis — Last Name

Baldwin County Commission — Organization Name

cdavis@baldwincountyal.gov — Email Address

251-580-1838 — Office Phone Number
251-239-4309 — Fax Number

Baldwin County Commission — Address

312 Courthouse Square — Address (2)

Bay Minette — City
AL — State
36507 — Zip Code

II. ACCESS TYPE (GRANTEE/INTERNAL USER COMPLETE)

- [x] **Inquiry/View Only** – User can query payment information and generate reports, but cannot make payment requests.
- [ ] **Request Payment** - User is authorized to make payment requests, query information and generate reports.
- [ ] **Help Desk Administrator** – *(Internal Use Only)* User can can create/modify accounts, query information and generate reports.
- [ ] **TBP User** – *(Internal Use Only)* User can query payment requests and help desk information.
- [ ] **LSM User** – User can query payment requests and help desk information.
- [ ] **System Administrator** - Please enter role and/or justification:

III. AUTHORIZING OFFICIAL COMPLETE

Cian Harrison — Authorizing Official Name

Clerk/Treasurer — Title
251-937-0303 — Office Phone Number

cian.harrison@baldwincountyal.gov — Email Address

Authorizing Official (signature)
11/16/2021 — Date Signed

IV. FTA PROJECT MANAGER AND OFFICE OF FINANCIAL SYSTEMS (TBP-40) COMPLETE

FTA Regional Officer (signature) — Date Signed

ECHO-Web System Administrator (signature) — Date Signed

ECN Number:

User Name:

Suspend Use:

Comments:

V. SYSTEM RULES OF CONDUCT (GRANTEE/INTERNAL USER COMPLETE)

I understand that the ECHO-Web system is an official U.S. Federal Government web-based application, and that my signature below expressly gives assurance that I will comply with all U.S. Federal Government and Department of Transportation (DOT) regulations, policies, and procedures governing the protection, handling, processing, transmission, distribution, and destruction of sensitive, unclassified information utilized by the ECHO-Web system.

I understand that the Department of Transportation monitors the ECHO-Web site to ensure that all users comply with U.S. Federal Government information system security guidelines for the protection of the Federal computer resources. I also understand that by using ECHO-Web, I expressly consent to such monitoring activities. I understand that I must not knowingly introduce malicious code into the ECHO-Web system or the network in which it resides. I understand that doing so may subject me to criminal prosecution under the Computer Fraud and Abuse Act of 1984, as amended codified at section 1030 of Title 18 of the United States Code, or other applicable criminal laws.

I understand that attempts to defeat or circumvent the ECHO-Web system or the network in which it resides; use for other than the intended purposes for which I have been granted access rights; deny service to authorized users; obtain, alter, damage, or destroy information; or otherwise interfere with the ECHO-Web system or its operation is prohibited. I also understand that evidence of such acts will be disclosed to law enforcement authorities and may result in criminal prosecution under the Computer Fraud and Abuse Act of 1984, as amended codified at section 1030 of Title 18 of the United States Code, or other applicable criminal laws.

I understand that I am required to protect all initial passwords issued to me, and those later created for me for the purpose of accessing the ECHO-Web system. I understand that the sharing and disclosure of passwords or the use of another user's identification code (ID) is prohibited. I also understand that I am required to change my password whenever prompted by the system, and whenever I suspect that my password may have been compromised. In addition, I understand that I am prohibited from embedding my password in log-on scripts. That is, I must respond "no" when asked by the system whether I wish to save my password in the login screen.

I understand that I am required to immediately report all security incidents to the Federal Transit Administration, including any breach of appropriate system use by another ECHO-Web user or discovery of computer viruses or errors in the ECHO-Web system.

I understand that I am required to immediately notify the Federal Transit Administration when I no longer require access to the ECHO-Web system. I understand that failure to comply with any of the above security requirements could result in loss of system privileges and/or criminal penalties under law.

Signature
Christie Davis — Print Name
11/16/2021 — Date

ECHO-Web Version 2.0. All other versions of this form are obsolete.

ECHO-WEB USER ACCESS FORM

Version 2015.6

I. USER INFORMATION (GRANTEE/INTERNAL USER COMPLETE)

Ann — First Name
— MI
Simpson — Last Name

Baldwin County Commission — Organization Name

ann.simpson@baldwincountyal.gov — Email Address

251-972-6817 — Office Phone Number
251-972-6841 — Fax Number

Baldwin Regional Area Transit System (BRATS) — Address

P. O. Box 907 — Address (2)

Robertsdale — City
AL — State
36567 — Zip Code

II. ACCESS TYPE (GRANTEE/INTERNAL USER COMPLETE)

☐ **Inquiry/View Only** – User can query payment information and generate reports, but cannot make payment requests.

☑ **Request Payment** - User is authorized to make payment requests, query information and generate reports.

☐ **Help Desk Administrator** – *(Internal Use Only)* User can can create/modify accounts, query information and generate reports.

☐ **TBP User** – *(Internal Use Only)* User can query payment requests and help desk information.

☐ **LSM User** – User can query payment requests and help desk information.

☐ **System Administrator** - Please enter role and/or justification:

_____

III. AUTHORIZING OFFICIAL COMPLETE

Cian Harrison — Authorizing Official Name

Clerk/Treasurer — Title
251-937-0303 — Office Phone Number

cian.harrison@baldwincountyal.gov — Email Address

_____ — Authorizing Official (signature)
11/16/2021 — Date Signed

IV. FTA PROJECT MANAGER AND OFFICE OF FINANCIAL SYSTEMS (TBP-40) COMPLETE

_____ — FTA Regional Officer (signature)
_____ — Date Signed

_____ — ECHO-Web System Administrator (signature)
_____ — Date Signed

ECN Number: _____

User Name: _____

Suspend Use: _____

Comments: _____

V. SYSTEM RULES OF CONDUCT (GRANTEE/INTERNAL USER COMPLETE)

I understand that the ECHO-Web system is an official U.S. Federal Government web-based application, and that my signature below expressly gives assurance that I will comply with all U.S. Federal Government and Department of Transportation (DOT) regulations, policies, and procedures governing the protection, handling, processing, transmission, distribution, and destruction of sensitive, unclassified information utilized by the ECHO-Web system.

I understand that the Department of Transportation monitors the ECHO-Web site to ensure that all users comply with U.S. Federal Government information system security guidelines for the protection of the Federal computer resources. I also understand that by using ECHO-Web, I expressly consent to such monitoring activities. I understand that I must not knowingly introduce malicious code into the ECHO-Web system or the network in which it resides. I understand that doing so may subject me to criminal prosecution under the Computer Fraud and Abuse Act of 1984, as amended codified at section 1030 of Title 18 of the United States Code, or other applicable criminal laws.

I understand that attempts to defeat or circumvent the ECHO-Web system or the network in which it resides; use for other than the intended purposes for which I have been granted access rights; deny service to authorized users; obtain, alter, damage, or destroy information; or otherwise interfere with the ECHO-Web system or its operation is prohibited. I also understand that evidence of such acts will be disclosed to law enforcement authorities and may result in criminal prosecution under the Computer Fraud and Abuse Act of 1984, as amended codified at section 1030 of Title 18 of the United States Code, or other applicable criminal laws.

I understand that I am required to protect all initial passwords issued to me, and those later created for me for the purpose of accessing the ECHO-Web system. I understand that the sharing and disclosure of passwords or the use of another user's identification code (ID) is prohibited. I also understand that I am required to change my password whenever prompted by the system, and whenever I suspect that my password may have been compromised. In addition, I understand that I am prohibited from embedding my password in log-on scripts. That is, I must respond "no" when asked by the system whether I wish to save my password in the login screen.

I understand that I am required to immediately report all security incidents to the Federal Transit Administration, including any breach of appropriate system use by another ECHO-Web user or discovery of computer viruses or errors in the ECHO-Web system.

I understand that I am required to immediately notify the Federal Transit Administration when I no longer require access to the ECHO-Web system. I understand that failure to comply with any of the above security requirements could result in loss of system privileges and/or criminal penalties under law.

_____ — Signature
Ann Simpson — Print Name
11/16/2021 — Date

ECHO-Web Version 2.0. All other versions of this form are obsolete.

ECHO-WEB USER ACCESS FORM

Version 2015.6

I. USER INFORMATION (GRANTEE/INTERNAL USER COMPLETE)

Loren — First Name
— MI
Lucas — Last Name

Baldwin County Commission — Organization Name

loren.lucas@baldwincountyal.gov — Email Address

251-972-6817 — Office Phone Number
251-972-6841 — Fax Number

Baldwin Regional Area Transit System (BRATS) — Address

P. O. Box 907 — Address (2)

Robertsdale — City
AL — State
36567 — Zip Code

II. ACCESS TYPE (GRANTEE/INTERNAL USER COMPLETE)

☐ **Inquiry/View Only** – User can query payment information and generate reports, but cannot make payment requests.

☑ **Request Payment** - User is authorized to make payment requests, query information and generate reports.

☐ **Help Desk Administrator** – *(Internal Use Only)* User can can create/modify accounts, query information and generate reports.

☐ **TBP User** – *(Internal Use Only)* User can query payment requests and help desk information.

☐ **LSM User** – User can query payment requests and help desk information.

☐ **System Administrator** - Please enter role and/or justification:

_____

III. AUTHORIZING OFFICIAL COMPLETE

Cian Harrison — Authorizing Official Name

Clerk/Treasurer — Title
251-937-0303 — Office Phone Number

cian.harrison@baldwincountyal.gov — Email Address

_____ — Authorizing Official (signature)
11/16/2021 — Date Signed

IV. FTA PROJECT MANAGER AND OFFICE OF FINANCIAL SYSTEMS (TBP-40) COMPLETE

_____ — FTA Regional Officer (signature)
_____ — Date Signed

_____ — ECHO-Web System Administrator (signature)
_____ — Date Signed

ECN Number: _____

User Name: _____

Suspend Use: _____

Comments: _____

V. SYSTEM RULES OF CONDUCT (GRANTEE/INTERNAL USER COMPLETE)

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I understand that the Department of Transportation monitors the ECHO-Web site to ensure that all users comply with U.S. Federal Government information system security guidelines for the protection of the Federal computer resources. I also understand that by using ECHO-Web, I expressly consent to such monitoring activities. I understand that I must not knowingly introduce malicious code into the ECHO-Web system or the network in which it resides. I understand that doing so may subject me to criminal prosecution under the Computer Fraud and Abuse Act of 1984, as amended codified at section 1030 of Title 18 of the United States Code, or other applicable criminal laws.

I understand that attempts to defeat or circumvent the ECHO-Web system or the network in which it resides; use for other than the intended purposes for which I have been granted access rights; deny service to authorized users; obtain, alter, damage, or destroy information; or otherwise interfere with the ECHO-Web system or its operation is prohibited. I also understand that evidence of such acts will be disclosed to law enforcement authorities and may result in criminal prosecution under the Computer Fraud and Abuse Act of 1984, as amended codified at section 1030 of Title 18 of the United States Code, or other applicable criminal laws.

I understand that I am required to protect all initial passwords issued to me, and those later created for me for the purpose of accessing the ECHO-Web system. I understand that the sharing and disclosure of passwords or the use of another user's identification code (ID) is prohibited. I also understand that I am required to change my password whenever prompted by the system, and whenever I suspect that my password may have been compromised. In addition, I understand that I am prohibited from embedding my password in log-on scripts. That is, I must respond "no" when asked by the system whether I wish to save my password in the login screen.

I understand that I am required to immediately report all security incidents to the Federal Transit Administration, including any breach of appropriate system use by another ECHO-Web user or discovery of computer viruses or errors in the ECHO-Web system.

I understand that I am required to immediately notify the Federal Transit Administration when I no longer require access to the ECHO-Web system. I understand that failure to comply with any of the above security requirements could result in loss of system privileges and/or criminal penalties under law.

_____ — Signature
Loren Lucas — Print Name
11/16/2021 — Date

ECHO-Web Version 2.0. All other versions of this form are obsolete.

FTA PAYMENT INFORMATION FORM – ACH PAYMENT SYSTEM

Version 2015.1

ECHO Control Number (ECN): _____ (For initial ECHO setup, agency will assign ECN.)

☒ Initial Setup ☐ Information Change ☐ Grantee Information Change

Information from this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. Treasury uses this information to transmit payment data by electronic means to a company or grantee's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Treasury ACH Payment System.

GRANTEE/COMPANY INFORMATION		
Name: Baldwin County Commission		
Address: 312 Courthouse Square Suite 12		
		TIN:
City/State/Zip: Bay Minette, AL 36507		**Telephone Number:**
Contact Person Name: Cian Harrison		(251) 937-0303
Signature of Authorized Official in FTA:		**Fax Number:**
	Date: 11 /16/2021	(251) 239-4309

AGENCY INFORMATION	
Name: *Federal Transit Administration*	
Address: *DOT/FTA, Office of Financial Management, 1200 New Jersey Ave. SE, East Bldg. 5th FL (TBP-52)*	
Contact: *Accounts Payable Division*	**Telephone Number:** *(202) 366-9748*

FINANCIAL INSTITUTION INFORMATION ***Note: Have your bank complete this section***		
Name:		
Address:		
City/State/Zip:		**Telephone Number:**
Contact Person Name:		( )
Nine Digit Routing Transit Number:		
Depositor Account Title:		
Depositor's Account Number:		
Type of Account: ☐ Checking ☐ Saving		
Signature and Title of Representative:		**Fax Number:**
	Date: / /	( )

ECHO-Web Registration Package Checklist

Version 2015.1

This checklist will guide you through the forms you need to complete to access the ECHO-Web System.

☑ **ECHO-Web User Access Form & System Rules of Conduct.** This form is used to set up your ECHO-Web User account. **Each individual user within your organization needs to complete this form.** Please provide all required information. Forms will be returned if any requested information is omitted.

Grantees complete only Sections I, II, and V of this form.

Section I: User Information	***Grantee and Internal Users:*** **Enter all required personal and organization information.**
Section II: Access Type	***Grantee and Internal Users:*** Please **check only one (1) box for the type of access you require**. Note the following: • If more than one box is checked, your access will be denied and your form returned. • You are limited to 2 Request Payment Access users and one Inquiry/View Only Access user for an account. • Authorizing Officials are restricted to Inquiry/View Only Access and cannot perform payment requests.
Section III: Authorizing Official Information	*Section completed by Authorizing Official.*
Section IV: FTA Project Manager/TBP Signatures	*Section completed by Regional Officers and internal FTA office.*
Section V: System Rules of Conduct	***Grantee and Internal Users:*** These are rules of behavior that govern authorized ECHO-Web users. **Read, sign, and date.** Failure to complete this section will result in your request for system access being denied.

☑ **ECHO-Web Authorization and Certification Forms.** This form establishes authority to an Authorizing Official for your organization and certifies access privileges for all your organization's users. The Authorizing Official is authorized to approve payment requests on your behalf. **Print the completed form on your organization's letterhead.**

☑ **ACH Payment Form**. The Automated Clearing House (ACH) Payment form authorizes the Treasury to access your organization's bank account in order to electronically deposit funds. **Fill out the Grantee/Company Information section, and have your bank fill out the Financial Institution Information section**. Make arrangements with your bank to be notified when you receive funds deposited to your account.

***NOTE**: You are required to submit a new ACH Payment form should any information change (grantee information or financial institution information, including new routing number, etc.) Failure to make these updates will result in delayed payments from the Treasury.*

The following forms are also included in your registration package but do not need to be submitted as part of your new user registration.

☐ **ECHO-Web Change/Modify Form**. Use this form to add, modify, or remove users on your ECN account after your account is established. You do not have to complete this form now—save it in the event you need to make user changes in the future.

After you complete the Registration Package:

1. **Mail the original copies of the forms in your ECHO-Web Registration Package** to your Regional Office for review.

   Your Regional Office will mail your originals to the Office of Financial Management (OFM) ECHO-Control Group, who will review the package for compliance. The ECHO-Control Group then forwards your forms to the Office of Budget and Policy, Financial Systems Office, ECHO-Web Help Desk. The ECHO-Web Help Desk establishes your ECHO Control Number (ECN).

2. **Wait for notification** from your Regional Office that your ECHO Control Number (ECN) has been created for your organization. **Each user should wait for an email** from the ECHO-Web Help Desk, which will contain your User ID and temporary password.

3. Use your User ID and temporary password to **log into ECHO-Web** at **https://ftaecho.fta.dot.gov/echologin.asp**. Note that you have 24 hours to log in with your temporary password.

For detailed instructions on how to use the ECHO-Web site, see the ECHO-Web User Manual. Your Regional Office provided this manual as part of your registration package, and you can also download it from the ECHO-Web home page.

Baldwin County Commission

Agenda Action Form

File #: 22-0235, **Version:** 1 **Item #:** BD2

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator; Ann Simpson, Director of Transportation
Submitted by: Ann Simpson, Director of Transportation

ITEM TITLE
Title VI Program for Baldwin Regional Area Transit System (BRATS)

STAFF RECOMMENDATION
Adopt Resolution #2022-025 and approve the updated Title VI Program for Baldwin Regional Area Transit System.

BACKGROUND INFORMATION

Previous Commission action/date: See below.
May 17, 2016, BCC Regular Meeting - Approved updated Title VI Plan

September 3, 2013, BCC Regular Meeting - Approved and adopted Title VI Plan

Background: The Title VI Plan is required to be reviewed and approved by the governing body every three (3) years. The Title VI Program ensures compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, Part 21 and related statutes and regulations to the end that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance including the denial of access for Limited English Proficient (LEP) persons. The LEP assists in identifying reasonable steps for providing language assistance to persons with limited English proficiency and who desire to access transit services provided by Baldwin Regional Area Transit 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?
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:
November 18, 2021

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff to provide executed copies of the Title VI Program plan and authorizing resolution via e-mail to:

1) Michele Foster**,** Civil Rights Officer
Federal Transit Administration Region IV
U.S. Department of Transportation
Email: DMichele.Foster@dot.gov

2) Chandra Middleton, Southern Regional Manager
Office of Public Transportation
University of Alabama in Huntsville
Email: middletonc@dot.state.al.us

3) Ann Simpson, Director of Transportation
Baldwin Regional Area Transit System
Email: ann.simpson@baldwincountyal.gov

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION #2022-025
OF THE
BALDWIN COUNTY COMMISSION

ADOPTING A TITLE VI PLAN

WHEREAS, the Baldwin County Commission is a direct recipient of federal financial assistance from the Federal Transit Administration and/or a sub-recipient from the Alabama Department of Transportation in support of transit services which imposes certain obligations upon the recipient, including complying with the Title VI federal requirements; and

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

WHEREAS, the Baldwin County Commission commits to assure that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity regardless of the funding source;

NOW, THEREFORE, be it resolved by the Baldwin County Commission on behalf of the Baldwin Regional Area Transit System as follows**:**

The Baldwin County Commission approves the proposed Title VI Program in order to comply with the Title VI federal requirements.

The County Administrator in his/her capacity, will serve as the Title VI Officer and is authorized to revise and update the plan as necessary.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 16th day of November 2021.

_____
James E. Ball, Chairman
Baldwin County Commission

ATTEST:

_____
Wayne Dyess, County Administrator
Baldwin County Commission

BALDWIN COUNTY COMMISSION
BALDWIN REGIONAL AREA TRANSIT SYSTEM

TITLE VI PROGRAM

November 16, 2021

312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
251-937-0264
www.baldwincountyal.gov

This document was prepared in accordance with the FTA Circular 4702.1B, dated October 1, 2012.

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I. Policy Statement

The Baldwin County Commission and Baldwin Regional Area Transit System (BRATS) ensures compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, Part 21, and related statutes and regulations to the end that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d) including the denial of access for Limited English Proficient (LEP) persons.

The purpose of this plan is to assist the Baldwin County Commission, Baldwin Regional Area Transit System in its administration and management of Title VI related activities. The Baldwin County Commission's Title VI Coordinator for the Baldwin Regional Area Transit System is Ann Simpson, Director of Transportation. She can be contacted at 251-972-6817 and/or ann.simpson@baldwincountyal.gov.

II. Notice to the Public

The Baldwin County Commission/Baldwin Regional Area Transit System has developed a Title VI Notice to provide information to the public regarding the Baldwin County Commission/Baldwin Regional Area Transit System's Title VI obligations and to inform the public of the protections against discrimination afforded to them by Title VI. The notice also includes contact information to file a discrimination complaint with the Baldwin County Commission/Baldwin Regional Area Transit System as well as information to file a complaint directly with the Federal Transit Administration (FTA).

The Baldwin Regional Area Transit System has posted the Title VI Notice on the agency's website and in public areas of the agency's office(s) including the receptionist area and meeting rooms. The notice is also posted in all transit vehicles and at all transit stations and/or stops. This notice will be translated into languages other than English as needed. A copy of the notice is included as Appendix A.

III. Complaint Procedures and Form

A Title VI complaint may be filed by any individual or individuals who allege that he or she has been subjected to discrimination or adverse impact under any FTA funded program or activity based on race, color, or national origin. The Baldwin County Commission/Baldwin Regional Area Transit System has adopted Title VI complaint procedures for investigating and tracking complaints. A formal, signed, written Title VI complaint form must be filed within 180 days of the date of the alleged act of discrimination. A copy of the complaint form is included in Appendix B. The complaint procedures and complaint form are also posted on the Baldwin County Commission/Baldwin Regional Area Transit System/Baldwin Regional Area Transit System's website*. Completed forms should be submitted to:

Ann Simpson
Director of Transportation
Baldwin County Commission
Baldwin Regional Area Transit System
P. O. Box 907
Robertsdale, AL 36567
251-972-6817
Fax: 251-972-6841
ann.simpson@baldwincountyal.gov

Once the complaint is received, the Baldwin County Commission/Baldwin Regional Area Transit System will review it to determine who has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by the Baldwin County Commission/Baldwin Regional Area Transit System's office. The Baldwin County Commission/Baldwin Regional Area Transit System will only process complaint forms that are complete.

In a situation where the complainant is unable or incapable of providing a written complaint, a verbal complaint of discrimination may be made to the Baldwin County Commission/Baldwin Regional Area Transit System. Under these circumstances, the complainant will be interviewed and the Baldwin County Commission/Baldwin Regional Area Transit System will assist the complainant in converting the verbal allegations to a formal written complaint.

The Baldwin County Commission/Baldwin Regional Area Transit System has 15 business days to investigate the complaint. If more information is needed to resolve the case, the Baldwin County Commission/Baldwin Regional Area Transit System may contact the complainant. The complainant has 15 business days from the date of this letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, the Baldwin County Commission/Baldwin Regional Area Transit System can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue the case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the involved staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 15 days after the date of the closure letter or the LOF to do so.

If the complainant is not satisfied with actions taken or if they demand further action, the complaint will be referred to Mr. Wayne Dyess, Baldwin County Administrator, 312 Courthouse Square, Suite 12, Bay Minette, AL 36507.

A person may also file a complaint directly with the Federal Transit Administration at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

**If information is needed in another language, contact 251-972-6814.
*Si se necesita información en otro idioma, el reclamante puede comunicarse al 251-972-6814.

*If provider meets the safe harbor threshold: At a minimum, the statement "If information is needed in another language, then contact 251-972-6814" should be stated in English and in any other language(s) spoken by LEP populations that meet the Safe Harbor threshold.

IV. Transit-Related Investigations, Complaints, and Lawsuits

The Baldwin County Commission/Baldwin Regional Area Transit System shall maintain a log of Title VI complaints received. The log shall include the date the complaint was filed, a summary of the allegations, the status of the complaint, and actions taken in response to the complaint. Any transit related Title VI active investigations and lawsuits shall also be included in this log.

There have been no Title VI transit-related investigations, complaints, or lawsuits received by the Baldwin County Commission/Baldwin Regional Area Transit System. A copy of the Title VI Transit Investigations, Complaints, and Lawsuits Form that will be used if a complaint or lawsuit is filed can be found in Appendix C.

V. Public Participation Plan

The Baldwin County Commission/Baldwin Regional Area Transit System is committed to providing early and continuous opportunities for public participation in the transportation decision making process. These opportunities are open to everyone including minority, low-income, and the Limited English Proficiency (LEP) populations. The Public Participation Plan provides for an open exchange of information and ideas between the public and transportation decision makers. The Baldwin County Commission/Baldwin Regional Area Transit System's public participation program is ongoing and reviewed regularly in order to identify, meet, and serve the community's needs.

In an effort to more fully integrate the opinions of minority, low-income, and LEP populations into community outreach activities, the Baldwin County Commission/Baldwin Regional Area Transit System's public participation program will:

- Continue to coordinate with community-based organizations to identify and implement strategies to reach out to members in the affected minority, low-income, and LEP communities.
- Reduce barriers to public participation from these segments of the population.
- Place public notices on transit websites, in the receptionist areas, on transit vehicles, and at stations/stops.
- Utilize the media (newspaper, radio, television, mobile transit app) to notify the minority, low-income, and LEP populations of public involvement efforts.
- Provide opportunities for public participation through means other than written

communication, such as personal interviews or the use of recording devices to capture oral comments.

- Hold public meetings in locations, facilities, and at meeting times that are convenient and accessible to the minority, low-income, and LEP populations.
- Ensure that the decision making process adequately considers the issues and concerns raised by minority, low-income, and LEP populations.
- Make public information available in electronically accessible formats.
- Distribute information at community events or piggyback engagement efforts onto regularly-scheduled community meetings.
- Utilize interactive and collaborative online technologies, such as social networking, blogs, video sharing, and transit mobile app.
- Develop signs, fliers, or other materials to mail or distribute to the general public and to post in libraries, community centers, etc.
- Consider non-traditional media outlets such as local neighborhood publications or internet outlets such as YouTube, Twitter, or Facebook.

To date, the Baldwin County Commission/Baldwin Regional Area Transit System has participated in the following public outreach and involvement activities:

- Baldwin County Commission/Baldwin Regional Area Transit System staff members have participated in and supported Community-Based Transportation Programs for disadvantaged communities.
- Public Meetings have been held at convenient times and accessible locations for the LEP populations.
- Meeting notifications have been published in newspapers that service minorities.
- Baldwin County Commission/Baldwin Regional Area Transit System staff members have attended local meetings to identify community needs and to participate as a stakeholder agency.
- Baldwin County Commission/Baldwin Regional Area Transit System staff members have participated in public outreach efforts to explain specific transit proposals and to solicit comments. These outreach efforts include interactions at public open houses.
- Public notices have been posted on the transit website, in the receptionist area, on the buses, and at bus stops.

VI. Limited English Proficient Plan

The Four Factor Analysis is used to identify Limited English Proficient (LEP) persons who need language assistance, outline how language assistance is provided, and describe how the Baldwin County Commission/Baldwin Regional Area Transit System considers

the needs of LEP persons. This assessment balances the following four factors:

A. The number or proportion of LEP persons eligible to be served or likely to be encountered by the Baldwin County Commission/Baldwin Regional Area Transit System's program. In addition to the number or proportion of LEP persons served, the analysis identified:

1. How LEP persons interact with the Baldwin County Commission/Baldwin Regional Area Transit System;

2. Identification of LEP communities are located and the number or proportion of LEP persons from each language group to determine the appropriate language services for each language group;

3. The literacy skills of LEP populations in their native languages in order to determine whether document translation will be an effective practice; and

4. Whether or not LEP persons are underserved by the Baldwin County Commission/Baldwin Regional Area Transit System due to language barriers.

B. The frequency with which LEP persons come into contact with the program. The following areas were evaluated:

1. Bus and rail service users;

2. Trips scheduled through the mobile app, websites, and over the phone;

3. Public meeting participation;

4. Customer service interactions;

5. Ridership surveys; and

6. Operator surveys.

C. The nature and importance of the Baldwin County Commission/Baldwin Regional Area Transit System's program to people's lives.

D. The resources available for LEP outreach and the costs associated with that outreach.

The Baldwin County Commission/Baldwin Regional Area Transit System has developed a Limited English Proficiency Plan which is located in Appendix D. It includes:

- Results of the Four Factor Analysis, including a description of the LEP population(s) served;

- A description of how language assistance services will be provided;

- The methods used by the Baldwin County Commission/Baldwin Regional Area Transit System to provide language assistance services;
- A description of how employees are trained to provide timely and reasonable language assistance to LEP populations;
- A description of how notice is provided to LEP persons about the availability of language assistance; and
- An explanation of how the plan is monitored, evaluated, and updated.

Safe Harbor Provision

(Providers must offer written translation of vital documents for each eligible LEP language group that constitutes 5% or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered by their program.)

In accordance with the Safe Harbor Provision, the Baldwin County Commission/Baldwin Regional Area Transit System has identified that the following language groups exceed the threshold of 1,000 persons or 5%, whichever is less, of the total population eligible to be served by the program: Spanish. These language groups are also listed in Appendix D. The Baldwin County Commission/Baldwin Regional Area Transit System focuses translation efforts in Spanish, which is the largest language group other than English. Vital documents such as public notices, complaint forms, and complaint procedures will be available in Spanish upon request. The Baldwin County Commission/Baldwin Regional Area Transit System also provides free translation services upon request.

VII. Minority Representation on Planning and Advisory Bodies

(Minorities include American Indian & Alaska Native, Asian, Black, Hispanic or Latino, and Native Hawaiian or Other Pacific Islander.)

The Baldwin County Commission/Baldwin Regional Area Transit System will not deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program on the grounds of race, color, or national origin.

The Baldwin County Commission/Baldwin Regional Area Transit System has transit-related non-elected planning boards, advisory councils or committees, or similar committees that are selected by the Baldwin County Commission/Baldwin Regional Area Transit System. A table depicting the racial breakdown of the membership of these committees can be found in Appendix E.

All committees actively recruit and continue to reach out to community groups to find additional diverse individuals to represent the population and help provide experience and ideas to better transit services. All committees encourage participation by posting applications and information on the Baldwin County Commission/Baldwin Regional Area Transit System’s website regarding the need for additional members.

VIII. Guidance on Determining Site or Location of Facilities

In the event that the Baldwin County Commission/Baldwin Regional Area Transit System decides to acquire land and/or construct facilities, the Baldwin County Commission/Baldwin Regional Area Transit System shall not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any transit federally funded program based on the grounds of race, color, or national origin. The Baldwin County Commission/Baldwin Regional Area Transit System shall comply with all federal requirements including 49 CFR Part 21 and FTA Circular 4702.1B and all subsequent provisions.

The Baldwin County Commission/Baldwin Regional Area Transit System will complete a Title VI equity analysis during the planning state of any new facility with regard to where it is to be located or sited to ensure the location is selected without regard to race, color, or national origin. Wherever necessary, needed, and/or required, the Baldwin County Commission/Baldwin Regional Area Transit System will engage in outreach to persons potentially impacted by the placement of facilities. The Title VI equity analysis will compare the equity impacts of various alternatives and will occur before the selection of preferred sites. A copy of the Title VI Construction Project Analysis can be found in Appendix F.

IX. Additional Title VI Information

Additional Title VI information is included in Appendix G.

X. Board Meeting Resolution of Approved Title VI Program

The Baldwin County Commission originally approved the Title VI program on September 3, 2013 and then approved an updated Title VI Program on November 16, 2021. A copy of the authorizing resolution is included as Appendix H.

Appendix A

Title VI Notice to the Public

(This notice shall be posted on the agency's website and in all transit vehicles, stations, stops, receptionist areas, and/or meeting rooms.)

TITLE VI NOTICE OF PROTECTION AGAINST DISCRIMINATION

Baldwin County Commission, Baldwin Regional Area Transit System operates its programs without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Baldwin County Commission, Baldwin Regional Area Transit System.

For more information on the civil rights program and the procedures to file a complaint, contact:
Baldwin Regional Area Transit System
P. O. Box 907, 18100 County Road 54
Robertsdale, AL 36567
251-972-6817
www.baldwincountyal.gov

A complaint may be filed directly with the Federal Transit Administration by contacting:
Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington DC 20590

If information is needed in another language, then contact 251-972-6817.
Si sen necesita informacion en otro idioma, comuniquese al 251-972-6817.

If provider meets the Safe Harbor Threshold, then the following statement at a minimum should be posted in English and in any other language(s) spoken by LEP populations that meet the Safe Harbor threshold: "If information is needed in another language, then contact <TELEPHONE NUMBER>".

Appendix B

Title VI Complaint Form

Section I		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Section II		
Are you filing this complaint on your own behalf? Circle	Yes	No
If you answered "yes" to this question, go to **Section III**.		
If not, please supply the name and relationship of the person for whom you are complaining:		
Please explain why you have filed for a third party: _____		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	Yes	No
Section III		
I believe the discrimination I experienced was based on (check all that apply): [ ] Race [ ] Color [ ] National Origin Date of Alleged Discrimination (Month, Day, Year): _____ Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. _____ _____ _____ _____ _____ _____ _____		

Section IV		
Have you previously filed a Title VI complaint with this agency? Circle	Yes	No

Section V
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? [ ] Yes [ ] No If yes, check all that apply: [ ] Federal Agency: _____ [ ] Federal Court _____ [ ] State Agency _____ [ ] State Court _____ [ ] Local Agency _____
Please provide information about a contact person at the agency/court where the complaint was filed.
Name:
Title:
Agency:
Address:
Telephone:
Section VI
Name of agency complaint is against:
Contact person:
Title:
Telephone number:

Attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

_____ _____
Signature Date

Please submit this form in person at the address below, or mail this form to:

Ann Simpson
Director of Transportation
Baldwin Regional Area Transit System
P. O. Box 907
Robertsdale, AL 36567

If provider meets the Safe Harbor Threshold, then this form must be provided in English and any other language(s) spoken by LEP populations that meet the Safe Harbor Threshold.

Appendix C

List of Transit-Related Investigations, Complaints, and Lawsuits

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status Pending or Closed	Action(s) Taken
Investigations	**NONE**			
1.				
2.				
Complaints	**NONE**			
1.				
2.				
Lawsuits	**NONE**			
1.				
2.				

Appendix D

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Baldwin Regional Area Transit System
18100 County Road 54
Robertsdale, Alabama 36567
251-972-6814
www.baldwincountyal.gov

Introduction

This Limited English Proficiency Plan (LEP) has been prepared to address the Baldwin County Commission/Baldwin Regional Area Transit System's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English skills. This plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq. and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color, or national origin.

Plan Summary

The Baldwin County Commission/Baldwin Regional Area Transit System has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access transit services provided by the Baldwin County Commission/Baldwin Regional Area Transit System. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English.

This plan outlines how the Baldwin County Commission/Baldwin Regional Area Transit System identifies a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how LEP persons are notified that assistance is available.

In order to prepare this plan, the Baldwin County Commission/Baldwin Regional Area Transit System undertook the U.S. DOT Four Factor Analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a Baldwin County Commission/Baldwin Regional Area Transit System program, activity, or service.

2. The frequency with which LEP persons come into contact with the Baldwin County Commission/Baldwin Regional Area Transit System's programs, activities, or services.

3. The nature and importance of programs, activities, or services provided by the Baldwin County Commission/Baldwin Regional Area Transit System to the LEP population.

4. The resources available to the Baldwin County Commission/Baldwin Regional Area Transit System and the overall cost to provide LEP assistance.

Four Factor Analysis

1. ***The number or proportion of LEP persons in the service area who may be served or are likely to encounter a Baldwin Regional Area Transit System program, activity, or service.***

   The Baldwin County Commission/Baldwin Regional Area Transit System reviewed the 2010 U.S. Census Report and determined that the total population for Baldwin County is 160,414 and 4,100 persons (2.4%) speak a language other than English. Of those persons, 4,100 (2.4%) residents report speaking English less than very well. Those persons with limited English proficiency are in the following groups: 2,963 speak Spanish, 445 speak Indo-European languages, 639 speak Asian and Pacific Island languages and 53 speak other languages. The most popular language spoken at home (other than English) is Spanish. The Baldwin County Commission/Baldwin Regional Area Transit System will likely encounter more Spanish speaking persons that benefit from the transit programs than any other LEP persons.

2. ***The frequency with which LEP persons come into contact with the <AGENCY>'s programs, activities, or services.***

   The Baldwin County Commission/Baldwin Regional Area Transit System assessed the frequency with which staff and drivers have contact with LEP persons, both presently and in the past. The following contact points and frequencies have been identified:

CONTACT POINTS	FREQUENCY
Bus Drivers - Demand Response	Minimum
Reservationist	Minimum
Web Site	Minimum
Field Supervisors	Minimum

3. ***The nature and importance of programs, activities, or services provided by the Baldwin County Commission/Baldwin Regional Area Transit System to the LEP population.***

   The largest geographic concentration of LEP individuals in the Baldwin County Commission/Baldwin Regional Area Transit System's service area are Spanish speaking residents. Baldwin Regional Area Transit System operates a demand-response system and services Spanish speaking passengers. It is also likely that the Baldwin County Commission/Baldwin Regional Area Transit System will encounter LEP individuals at community outreach events.

4. ***The resources available to the Baldwin County Commission/Baldwin Regional Area Transit System and the overall cost to provide LEP assistance.***

   The Baldwin County Commission/Baldwin Regional Area Transit System assessed its resources that could be used for providing LEP assistance. The Baldwin County

Commission/Baldwin Regional Area Transit System also determined which documents would be most beneficial if translated into other languages and the cost associated with this effort. An inventory of available organizations with which the Baldwin County Commission/Baldwin Regional Area Transit System could partner for outreach and translation efforts was also identified. In addition, bilingual staff, volunteer community agencies, and web based translation services were identified as ways to reduce the cost of translation services.

Limited English Proficiency (LEP) Plan Outline

There are five areas that comprise the Baldwin County Commission/Baldwin Regional Area Transit System's LEP PLAN:

1. Identifying LEP Individuals Requiring Language Assistance
2. Providing Language Assistance
3. Training Staff
4. Providing Notice to LEP Persons
5. Monitoring and Updating the LEP Plan

1. Identifying LEP Individuals Requiring Language Assistance

The Baldwin County Commission/Baldwin Regional Area Transit System identifies an LEP person who requires language assistance by:

- Examining customer service records to identify language assistance that has been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed for similar future situations.

- Survey drivers and other first line staff who have direct or indirect contact with LEP individuals.

- Assigning a staff person to greet participants as they arrive at Baldwin County Commission/Baldwin Regional Area Transit System sponsored events. By engaging participants in conversation, it is possible to informally gauge each attendee's ability to speak and understand English.

- Providing Language Identification Flash Cards at public meetings.

2. Providing Language Assistance

The Baldwin County Commission/Baldwin Regional Area Transit System assists an LEP person who requires language assistance by:

- Networking with local human service organizations that provide service to LEP individuals and seeking opportunities to provide information on the Baldwin County Commission/Baldwin Regional Area Transit System's programs and services

through these organizations.

- Implementing a Hispanic Education and Outreach program.

- Posting the Baldwin County Commission/Baldwin Regional Area Transit System's Title VI Notice, Complaint Procedures, Complaint Form, and LEP Plan on the agency's website.

- Providing travel training to LEP persons.

- Identifying in-house staff with other language abilities to assist with translation services.

- Making public notices, publications, and other printed materials (including webpage content) available in other languages.

- Providing a bilingual Community Outreach Coordinator at community events and public hearings.

- Placing statements in notices and publications to notify LEP persons that free language interpreter services are available for meetings with a seven day advance notice.

- Offer Language Identification Flash Cards upon request.

- Providing language translation for LEP persons on the BRATS On Demand mobile app.

- Utilizing a web-based translation service application such as Google Translate.

- Utilizing telephone translation services.

3. Training Staff

The Baldwin County Commission/Baldwin Regional Area Transit System will train staff members on their role and responsibilities in providing meaningful access to services for LEP persons by:

- Developing a curriculum and corresponding PowerPoint to educate staff on the Title VI requirements for providing meaningful access to services for LEP persons.

- Providing staff with a description of language assistance services offered by the Baldwin County Commission/Baldwin Regional Area Transit System.

- Providing staff with specific procedures to be followed when encountering a LEP person, including how to handle a potential Title VI / LEP complaint.

- Instructing staff on the use of Language Identification Flash Cards.

4. Providing Notice to LEP Persons

The Baldwin County Commission/Baldwin Regional Area Transit System will provide notice to LEP persons in both oral and written communications by:

- Offering general information, such as operation hours, fares, etc., on the Baldwin County Commission/Baldwin Regional Area Transit System's customer service line.

- Implementing the use of an automated greeting in both <**LANGUAGE**> and English, directing callers to select which language they prefer.

- Providing the following written communications in both English and Spanish:

  - Brochures/Flyers

  - Title VI Notice, Complaint Procedures, and Complaint Form.

5. Monitoring and Updating the LEP Plan

This plan is designed to be flexible and should be viewed as a work in progress. As such, it is important to consider whether new documents and services should be made accessible for LEP persons and to monitor changes in demographics and types of services.

The Baldwin County Commission/Baldwin Regional Area Transit System will update the LEP Plan as required by the U.S. DOT. At a minimum, the plan will be reviewed and updated when data from the most recent U.S. Census is made available, when clear and higher concentrations of LEP individuals are present in the Baldwin County Commission/Baldwin Regional Area Transit System's service area, and/or during the process of updating Title VI Program.

The Baldwin County Commission/Baldwin Regional Area Transit System will monitor and update its LEP Plan by:

- Determining how the needs of LEP persons have been addressed.

- Determining the current LEP population in the service area and whether the need for translation services has changed.

- Determining whether local language assistance programs have been effective and sufficient to meet the need.

- Determining whether the Baldwin County Commission/Baldwin Regional Area Transit System's financial resources are sufficient to fund the needed language assistance efforts.

- Determining whether the Baldwin County Commission/Baldwin Regional Area Transit System has fully complied with the goals of the LEP Plan.

- Determining whether complaints have been received concerning the Baldwin County Commission/Baldwin Regional Area Transit System's failure to meet the needs of LEP individuals.

Dissemination of the Baldwin County Commission/Baldwin Regional Area Transit System's LEP Plan

The LEP Plan will be disseminated to customers and the community by:

- Publishing the LEP Plan and the Title VI Plan on the Baldwin County Commission/Baldwin Regional Area Transit System's website so that any person or agency with internet access can view and download these plans. Alternatively, any person or agency may also request a copy of the plan at no cost via telephone, fax, mail, or in person. LEP individuals may request that these plans be translated into various languages. If feasible, the Baldwin County Commission/Baldwin Regional Area Transit System will accommodate such requests.

- Distributing the LEP Plan to human service organizations in the service area.

Questions or comments regarding the LEP Plan may be submitted to the Baldwin County Commission/Baldwin Regional Area Transit System at the following address:

Ann Simpson
Director of Transportation
P. O. Box 907
Robertsdale, Alabama 36567
251-972-6817
www.baldwincountyal.gov

Appendix E

Table Depicting Minority Representation on Planning and Advisory Bodies

Body	Caucasian	Latino	African American	Asian American	Native American
Population					
Name of Committee **Steering Committee**	**4**	**1**	**1**		
Name of Committee					
Name of Committee					

Appendix F

Title VI Construction Project Analysis

Name of Agency:_____
Contact Person:_____
Mailing Address:_____
City/State/Zip Code:_____
Contact Person:_____Title_____
Phone: _____ Fax _____
E-Mail Address: _____

1. Describe the low-income and minority populations within the area affected by the construction project and the method used to identify these populations.

2. Describe the adverse effects of the project both during and after construction that would affect the identified minority and low-income populations and minority-owned businesses.

3. Provide a detailed list of all minority-owned businesses and households that will be affected by the construction project.

4. Describe the potential negative environmental impact, such as noise, air, or water pollution.

5. Describe the relocation program and/or other measures adopted by the subrecipient that will be used to mitigate any identified adverse social, economic, or environmental effect of the proposed construction project.

6. For each of the identified low income or minority communities, discuss the positive effects such as an improvement in transit service, mobility, or accessibility.

7. Describe all mitigation and environment enhancement actions incorporated into the project to address the adverse effects, including any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues, and replacement of community resources destroyed by the project.

8. Describe the remaining effects, if any, and why further mitigation is not proposed.

9. For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, provide a comparison of mitigation and environmental enhancement actions that affect predominantly low-income and minority areas with mitigation implemented in predominantly non-minority or non-low-income areas. If there is no basis for such a comparison, describe why that is so.

Appendix G

Additional Title VI Information

All subrecipients must address each of the following:

1. Describe all pending applications for financial assistance currently provided by other Federal agencies to the applicant.

2. Summarize all civil rights compliance reviews conducted by other local, state or federal agencies during the last three years. (Include the reason for review, name of agency performed the review, and report on the status of findings or recommendations.)

3. Is your agency considered a minority organization: ____Yes ____No

   If yes, check the category(ies) that apply.

   ___ Black American
   ___ Hispanic American
   ___ Native American
   ___ Sub-Continent Asian-American
   ___ Asian-Pacific American
   ___ Other

4. Does your agency provide transportation services to minority communities?
   ___Yes ___ No

   If yes, check the category(ies) that apply.

   ___ Black American
   ___ Hispanic American
   ___ Native American
   ___ Sub-Continent Asian-American
   ___ Asian-Pacific American
   ___ Other

5. Has your Title VI Coordinator/EEO Officer changed during the reporting period or since your last Title VI Plan was approved? If yes, please provide the name and

contact information for the new coordinator/EEO Office.

6. Has your organization had any projects and/or service changes that have Title VI, Limited English Proficiency (LEP), or Environmental Justice (EJ) impacts?

   If yes, please complete the following items:

   a. Provide a brief description of these projects/service changes.

   b. What did you do to ensure that populations affected by the project and/or service change had meaningful access to and involvement in the development process?

   c. What is the number of percentage of LEP or EJ populations affected by the project and/or service change?

Appendix H

Documentation of Title VI Authorization

(Provide Title VI Authorizing Resolution, Minutes, or Similar Documentation)

Baldwin County Commission

Agenda Action Form

File #: 22-0180, **Version:** 1 **Item #:** BE1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wanda Gautney, Purchasing Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG21-49 - Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel for the Baldwin County Commission

STAFF RECOMMENDATION
Award the bid to the lowest bidder, **Petroleum Traders Corporation**, for the Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel as per the attached Award Listing. (Effective November 16, 2021, through November 16, 2023).

BACKGROUND INFORMATION

Previous Commission action/date:
09/21/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on October 20, 2021, at 2:00 P.M. Three (3) bids were received. The lowest bid received from Petroleum Traders Corporation had an exception to the bid specifications. The specifications stated that “Bulk deliveries are to be made with properly cleaned equipment and through properly certified metered tank wagon or trucks meeting all state and federal specifications and amounts shall be from 100 gallons up to 12,000 gallons per delivery as needed”. Petroleum Traders lowest bid price was the alternate bid which took an exception to the metered trucks. Petroleum Traders would provide a metered bill of lading instead of the metered trucks. Staff feels that the exception will not affect our product deliveries. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: est. $2,000,000.00

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 11/16/2021

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

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

Additional instructions/notes: N/A

Competitive Bid #WG21-49 Award Listing
Provision of Gasoline/Diesel
Effective: November 16, 2021 through November 16, 2023

	Petroleum Traders Alternate Bid Fort Wayne, IN
Regular Unleaded Gasoline	
Tank Wagon Delivery (Margin over Terminal price per/gal)	$0.1098
Truck Transport Delivery (Margin over Terminal price per/gal)	$0.0076
Gallon p/Truck Transport Delivery	8000
No.#2 Diesel Fuel Clear	
Tank Wagon Delivery (Margin over Terminal price per/gal)	$0.1262
Truck Transport Delivery (Margin over Terminal price per/gal)	$0.0337
Gallon p/Truck Transport Delivery	7000
No.#2 Diesel Fuel - Red Dyed	
Tank Wagon Delivery (Margin over Terminal price per/gal)	$0.4374
Truck Transport Delivery (Margin over Terminal price per/gal)	$0.0542
Gallon p/Truck Transport Delivery	7000

EXCEPTIONS:

Petroleum Traders Corporation submitted an alternate bid to do deliveries via non-metered trucks. In place of the metered truck requirement they will provide the metered Bill of Lading with deliveries.

Competitive Bid #WG21-49 Bid Tabulation
Provision of Gasoline/Diesel

	Petroleum Traders Fort Wayne, IN	Petroleum Traders Alternate Bid Fort Wayne, IN	Mansfield Oil Gainesville, GA
Regular Unleaded Gasoline			
Tank Wagon Delivery (Margin over Terminal price per/gal)	$0.2674	$0.1098	$0.4527
Truck Transport Delivery (Margin over Terminal price per/gal)	$0.2674	$0.0076	$0.1140
Gallon p/Truck Transport Delivery	8000	8000	8500
No.#2 Diesel Fuel Clear			
Tank Wagon Delivery (Margin over Terminal price per/gal)	$0.3374	$0.1262	$0.4413
Truck Transport Delivery (Margin over Terminal price per/gal)	$0.3374	$0.0337	$0.1059
Gallon p/Truck Transport Delivery	7000	7000	7500
No.#2 Diesel Fuel - Red Dyed			
Tank Wagon Delivery (Margin over Terminal price per/gal)	$0.4374	$0.4374	$0.4413
Truck Transport Delivery (Margin over Terminal price per/gal)	$0.4374	$0.0542	$0.1175
Gallon p/Truck Transport Delivery	7000	7000	7500
Bid Bond	yes	yes	yes

EXCEPTIONS:

Petroleum Traders Corporation submitted an alternate bid to do deliveries via non-metered trucks. In place of the metered truck requirement they will provide the metered Bill of Lading with deliveries.

Mansfield Oil Company - taking exception to the requirement for all tank wagons and trucks to have a meter. While tank wagon trucks come equipped with meters, transport 18-wheeler trucks do not. A metered Bill of Lading will be provided in lieu of metered delivery ticket on all full transport deliveries.

Baldwin County Commission

Agenda Action Form

File #: 22-0236, **Version:** 1 **Item #:** BE2

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-03 - Provision of Fire Protection Services (Extinguishers) for the Baldwin County Commission

STAFF RECOMMENDATION
Award the bid to the lowest bidder, **Southern Fire & Safety, Inc.,** for the Provision of Fire Protection Services (Extinguishers) as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:
10/19/2021 meeting: 1) Approved the specifications for the Provision of Fire Protection Services (Extinguishers) and authorized the Purchasing Director to place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums for clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on November 5, 2021, at 2:00 P.M. Four (4) bids were received. The apparent low bid was received from Southern Fire & Safety with a flat rate of $45.00 per site visit regardless of how many extinguishers located at that facility. Staff recommends the Commission award the bid to the lowest responsible bidder, Southern Fire & Safety, Inc., per the attached award listing. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Estimated $20,000.00

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 11/16/2021

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

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

Additional instructions/notes: N/A

Competitive Bid #WG22-03 AWARD LISTING
Fire Extinguisher Service
Effective Date: 11/20/2021 through 11/20/2022

Inspection Site	Southern Fire & Safety Inc.
Cost Per Visit	
Baldwin County Courthouse	$45.00
Baldwin County Administration Bldg	$45.00
Baldwin County Annex Building	$45.00
Baldwin County Annex II Building	$45.00
Baldwin County Annex III Building	$45.00
Baldwin County Annex IV Building	$45.00
Baldwin County Annex V Building	$45.00
Baldwin County Board of Education (2 bldgs)	$45.00
Baldwin County Sheriff Office Bldg	$45.00
Baldwin County Correctional Center - Monthly	$150.00
Baldwin County Sheriff's Maintenace Shop	$45.00
Baldwin County Sheriff's Garage	$45.00
Baldwin County Annex VI Building	$45.00
Probate Office Building	$45.00
Baldwin County Archives Building	$45.00
Symbol Health Clinic Building	$45.00
Byrne Street Building	$45.00
Council on Aging North	$45.00
Building Maintenance Bldg.	$45.00
Bay Minette Hwy Dept.	$45.00
Juvenile Detention Center	$45.00
Baldwin Co. Transfer Station	$45.00
Mill Creek (Sheriff's) Training Facility	$45.00
Baldwin County Level II Shelter	$45.00
Baldwin County District Attorney's Office	$45.00
BRATS Annex Bldg.	$45.00
Baldwin County Legislative Delegation Bldg.	$45.00
Baldwin County Shierff's Support Services	$45.00
Baldwin County Community Corrections	$45.00
Bicentennial Park (All Buildings)	$45.00
Baldwin County Megasite Pavillion	$45.00
Voting Machine Building (behind BM Hwy)	$45.00
Ellisville Community Center (Loxley)	$45.00
McBride C & D Landfill	$45.00
BRATS - Robertsdale	$45.00
Robertsdale Sheriff's Office	$45.00
Emergency Mgmt (Rdale - 2 Bldgs)	$45.00
Robertsdale Central Annex	$45.00
Robertsdale Central Annex II	$45.00
Coroner's Office	$45.00
Robertsdale Sheriff Storage Facility	$45.00

Competitive Bid #WG22-03 AWARD LISTING
Fire Extinguisher Service
Effective Date: 11/20/2021 through 11/20/2022

Inspection Site	Southern Fire & Safety Inc.
Cost Per Visit	
Robertsdale Sheriff's Garage	$45.00
Robertsdale Ft. Jones,	$45.00
Health Department (Gilbert Drive)	$45.00
Robertsdale Coliseum & Fairgrounds	$45.00
Sheriff metal Storage Building	$45.00
Symbol Health Clinic Building	$45.00
Eastfork Inert Landfill	$65.00
Fairhope Courthouse	$45.00
Court Referral Office - 20555 Bishop Road	$45.00
Fairhope BRATS HUB 20531 Bishop Rd	$45.00
Fairhope BRATS Hub 918 Fairhope Ave.	$45.00
Silverhill Hwy Dept. (All Bldgs)	$45.00
Silverhill Hwy Construction Bldg	$45.00
Magnolia Landfill (All Buildings)	$45.00
Animal Shelter	$45.00
Foley Courthouse	$45.00
Foley Maintenace Shop North Juniper St.	$45.00
Foley Building Maintenance Building 201 Section S	$45.00
Foley Highway (New Site)	$45.00
Protable Fire Extinguishers Wheeled Units	
Inspection Cost Per Year	
2.5 lb ABC	$3.50
2.5 lb ABC 6-Yr	$12.50
5 lb ABC	$3.50
5 lb ABC 6-yr	$24.00
10 lb ABC	$3.50
10 lb ABC - 6yr	$38.00
20 lb ABC	$3.50
20lb 6 yr	$43.00
K Type	$3.50
Cost P/Charge Extinguisher Units:	
2.5 lb ABC	$12.50
2.5 lb ABC 6-Yr	$12.50
5 lb ABC	$24.00
5 lb ABC 6-yr	$24.00
10 lb ABC	$38.00

Competitive Bid #WG22-03 AWARD LISTING
Fire Extinguisher Service
Effective Date: 11/20/2021 through 11/20/2022

Inspection Site	Southern Fire & Safety Inc.
Cost Per Visit	
10 lb ABC - 6yr	$38.00
20 lb ABC	$43.00
20lb 6 yr	$43.00
K Type	$82.00
2.5 lb. BC	$16.00
5 lb BC	$26.00
5 lb Co2	$12.00
10 lb BC	$28.00
20 lb BC	$45.00
10 lb Co2	$14.00
15 lb Co2	$14.00
20 lb Co2	$14.00
50 lb Co2	$28.00
50lb ABC	$135.00
150 lb ABC	$350.00
2.5 gallon K	$150.00
6 liter K Class	$82.00
50lb Wheel Unit	$160.00
150 lb Wheel Unit	$360.00
11 lb Halotron Empty	$470.85
Cost of Purchasing New Units:	
2.5 lb ABC w/ Vehicle Bracket	$33.50
5 lb ABC w/Wall Hanger	$47.00
10 lb ABC w/Wall Hanger	$68.00
20 lb ABC w/Wall Hanger	$129.00
50 lb ABC Wheel Unit	$1,380.00
125 lb ABC Wheel Unit	$2,100.00
150 lb BC Wheel Unit	$2,650.00
5 lb Co2 w/Wall Hanger	$126.00
10 lb Co2 w/Wall Hanger	$160.00
15 lb Co2 w/Wall Hanger	$195.00
20 lb Co2 w/Wall Hanger	$230.00
50 lb Co2 Wheel Unit	$1,565.00
100 lb Co @ Wheel Unit	$2,990.00
2.5 lb Halotron w/Vehicle Bracket	$168.00
5 lb Halotron w/ Wall Hanger	$265.00
11 lb Halotron w/Wall Hanger	$570.00
15.5 Halotran w/Wall Hanger	$795.00
6 liter K-Class w/Wall Hanger	$176.00
2.5 gal K-Class w/Wall Hanger	$265.00

Competitive Bid #WG22-03 AWARD LISTING
Fire Extinguisher Service
Effective Date: 11/20/2021 through 11/20/2022

Inspection Site	Southern Fire & Safety Inc.
Cost Per Visit	
2.5 Gallon Water	$135.00
4.75 Clean Guard	$230.00
9lb Clean Guard	$460.00
13lb Clean Guard	$770.00

Competitive Bid #WG22-03 Bid Tabulation
Fire Extinguisher Service

Inspection Site	Southern Fire & Safety Inc.	Fyr-Fyter Sales & Service Inc.	McCoy Fire & Safety	McCoy Fire & Safety	VSC Fire & Security
Cost Per Visit					
				Recycled Units	
Baldwin County Courthouse	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Administration Bldg	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Annex Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Annex II Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Annex III Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Annex IV Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Annex V Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Board of Education (2 bldgs)	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Sheriff Office Bldg	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Correctional Center - Monthly	$150.00	$175.00	$3.00 ea unit	$5.00 ea Annual	$2.95 ea unit
Baldwin County Sheriff's Maintenace Shop	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Sheriff's Garage	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Annex VI Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Probate Office Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Archives Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Symbol Health Clinic Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Byrne Street Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Council on Aging North	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Building Maintenance Bldg.	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Bay Minette Hwy Dept.	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Juvenile Detention Center	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin Co. Transfer Station	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Mill Creek (Sheriff's) Training Facility	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Level II Shelter	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County District Attorney's Office	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
BRATS Annex Bldg.	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Legislative Delegation Bldg.	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Shierff's Support Services	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Community Corrections	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Bicentennial Park (All Buildings)	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Baldwin County Megasite Pavillion	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Voting Machine Building (behind BM Hwy)	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Ellisville Community Center (Loxley)	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
McBride C & D Landfill	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
BRATS - Robertsdale	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Robertsdale Sheriff's Office	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Emergency Mgmt (Rdale - 2 Bldgs)	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Robertsdale Central Annex	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Robertsdale Central Annex II	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Coroner's Office	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Robertsdale Sheriff Storage Facility	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Robertsdale Sheriff's Garage	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Robertsdale Ft. Jones,	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Health Department (Gilbert Drive)	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Robertsdale Coliseum & Fairgrounds	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Sheriff metal Storage Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Symbol Health Clinic Building	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Eastfork Inert Landfill	$65.00	$55.00	$5.00 ea unit		$2.95 ea unit
Fairhope Courthouse	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Court Referral Office - 20555 Bishop Road	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Fairhope BRATS HUB 20531 Bishop Rd	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Fairhope BRATS Hub 918 Fairhope Ave.	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Silverhill Hwy Dept. (All Bldgs)	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Silverhill Hwy Construction Bldg	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Magnolia Landfill (All Buildings)	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Animal Shelter	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Foley Courthouse	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Foley Maintenace Shop North Juniper St.	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Foley Building Maintenance Building 201 Section S	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit
Foley Highway (New Site)	$45.00	$55.00	$5.00 ea unit		$2.95 ea unit

Competitive Bid #WG22-03 Bid Tabulation
Fire Extinguisher Service

Inspection Site	Southern Fire & Safety Inc.	Fyr-Fyter Sales & Service Inc.	McCoy Fire & Safety	McCoy Fire & Safety	VSC Fire & Security
Cost Per Visit					
Protable Fire Extinguishers Wheeled Units					
Inspection Cost Per Year					
2.5 lb ABC	$3.50	$5.50	$5.00 ea unit		$2.95 ea unit
2.5 lb ABC 6-Yr	$12.50	$17.50	$23.25		$2.95 ea unit
5 lb ABC	$3.50	$5.50	$5.00 ea unit		$2.95 ea unit
5 lb ABC 6-yr	$24.00	$32.00	$34.50		$2.95 ea unit
10 lb ABC	$3.50	$5.50	$5.00 ea unit		$2.95 ea unit
10 lb ABC - 6yr	$38.00	$42.50	$36.00		$2.95 ea unit
20 lb ABC	$3.50	$5.50	$5.00 ea unit		$2.95 ea unit
20lb 6 yr	$43.00	$56.00	$75.00		$2.95 ea unit
K Type	$3.50	$5.50	$5.00 ea unit		$2.95 ea unit
Cost P/Charge Extinguisher Units:					
2.5 lb ABC	$12.50	$17.50	$14.50		$15.00
2.5 lb ABC 6-Yr	$12.50	$17.50	$23.25		$20.00
5 lb ABC	$24.00	$32.00	$25.00		$15.00
5 lb ABC 6-yr	$24.00	$32.00	$34.50		$25.00
10 lb ABC	$38.00	$42.50	$45.00		$15.00
10 lb ABC - 6yr	$38.00	$42.50	$36.00		$25.00
20 lb ABC	$43.00	$56.00	$75.00		$15.00
20lb 6 yr	$43.00	$56.00	$40.00		$30.00
K Type	$82.00	$98.00	$140.00		$80.00
2.5 lb. BC	$16.00	$32.00	$14.50		$15.00
5 lb BC	$26.00	$45.50	$25.00		$15.00
5 lb Co2	$12.00	$33.00	$20.00		$54.00
10 lb BC	$28.00	$69.50	$45.00		$15.00
20 lb BC	$45.00	$116.00	$75.00		$15.00
10 lb Co2	$14.00	$43.00	$40.00		$66.00
15 lb Co2	$14.00	$49.75	$60.00		$72.00
20 lb Co2	$14.00	$58.00	$80.00		$85.00
50 lb Co2	$28.00	$89.00	$200.00		$105.00
50lb ABC	$135.00	$295.00	$185.00		$50.00
150 lb ABC	$350.00	$465.00	$325.00		$100.00
2.5 gallon K	$150.00	$135.00	$125.00		$110.00
6 liter K Class	$82.00	$98.00	$125.00		$80.00
50lb Wheel Unit	$160.00	$295.00	$225.00		$75.00
150 lb Wheel Unit	$360.00	$465.00	$375.00		$120.00
11 lb Halotron Empty	$470.85	$665.00	$65.00 Full	$225.00 - Empty	$210.00
Cost of Purchasing New Units:				Recycled Units	
2.5 lb ABC w/ Vehicle Bracket	$33.50	$39.00	$38.00	$25.00	$40.00
5 lb ABC w/Wall Hanger	$47.00	$49.75	$45.00	$35.00	$50.00
10 lb ABC w/Wall Hanger	$68.00	$69.75	$65.00	$45.00	$75.00
20 lb ABC w/Wall Hanger	$129.00	$139.85	$110.00	$95.00	$130.00
50 lb ABC Wheel Unit	$1,380.00	$1,992.00	$1,950.00	No Bid	$1,330.00
125 lb ABC Wheel Unit	$2,100.00	$2,976.41	$3,650.00	No Bid	$2,285.00
150 lb BC Wheel Unit	$2,650.00	$3,162.12	$4,350.00	No Bid	$2,920.00
5 lb Co2 w/Wall Hanger	$126.00	$193.00	$120.00	$70.00	$250.00
10 lb Co2 w/Wall Hanger	$160.00	$262.00	$180.00	$90.00	$320.00
15 lb Co2 w/Wall Hanger	$195.00	$299.00	$410.00	$215.00	$340.00
20 lb Co2 w/Wall Hanger	$230.00	$383.00	$230.00	$180.00	$450.00
50 lb Co2 Wheel Unit	$1,565.00	$2,772.00	$3,920.00	No Bid	$2,628.00
100 lb Co @ Wheel Unit	$2,990.00	$3,900.00	$7,300.00	No Bid	$4,955.00
2.5 lb Halotron w/Vehicle Bracket	$168.00	$145.50	$240.00	$150.00	$84.50
5 lb Halotron w/ Wall Hanger	$265.00	$261.08	$400.00	$225.00	$155.00
11 lb Halotron w/Wall Hanger	$570.00	$499.00	$820.00	$315.00	$310.00
15.5 Halotran w/Wall Hanger	$795.00	$689.11	$1,220.00	$475.00	$465.00
6 liter K-Class w/Wall Hanger	$176.00	$215.00	$195.00	$95.00	$186.00
2.5 gal K-Class w/Wall Hanger	$265.00	$249.00	$240.00	$140.00	$245.00

Competitive Bid #WG22-03 Bid Tabulation
Fire Extinguisher Service

Inspection Site	Southern Fire & Safety Inc.	Fyr-Fyter Sales & Service Inc.	McCoy Fire & Safety	McCoy Fire & Safety	VSC Fire & Security
Cost Per Visit					
2.5 Gallon Water	$135.00	$145.00	$210.00	$120.00	$115.00
4.75 Clean Guard	$230.00	$227.00	$390.00	$145.00	$208.00
9lb Clean Guard	$460.00	$448.50	$850.00	$375.00	$425.00
13lb Clean Guard	$770.00	$687.00	$1,550.00	$515.00	$703.00

NOTES:
McCoy Fire & Safety: $5.00 ea per Extinguisher, Additional services rendered other than Annual Fire Extinguisher Inspections , a $45.00 Trip charge will apply.
VSC Fire & Security: Company bid on $2.95 each Extinguisher per Building. Some Locations have multiple buildings.

Bid Evaulation Example: Magnolai Landfill has est. 240 extinguishers in just equipment and vehicles

McCoy - $5.00/ per extinguisher x 240 = $1200.00 per annual visit

VSC Fiire - $2.95/per extinguisher x 240 = $708.00 per annual visit

Fyr. Fyter Sales- s $55.00 per location regardless of the number of extinguishers

Southern Fire & Safety - $45.00 per location regarless of the number of extinguishers

Baldwin County Commission

Agenda Action Form

File #: 22-0232, **Version:** 1 **Item #:** BE3

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Madison Steele, Parks Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-04 - Annual Rental of Portable Toilets for the Baldwin County Commission

STAFF RECOMMENDATION
Award the bid for the Annual Rental of Portable Toilets to **A & M Portables, Inc.,** as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:
10/19/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Annual Rental of Portable Toilets; and
2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: The bid was opened in the Purchasing Conference Room on November 5, 2021, at 2:00 P.M. One (1) bid was received. Staff recommends the Commission award the bid to A & M Portables, Inc., per the attached Award Listing.

FINANCIAL IMPACT

Total cost of recommendation: Estimated $53,000.00 per year

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
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: 11/16/2021

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG22-04 - Award Listing
Annual Rental of Portable Toilets
Effective Date: November 20, 2021 through November 20, 2022

BIDDER:	**A & M Portables, Inc.**	
Price Per Unit/Week (Including Servicing and Cleaning)		**$23.75**
Handicap/Price per Unit/Week (Including Servicing and Cleaning)		**$32.50**
Per Per Unit for Additional Cleaning/Per Week (If required) Monday thru Friday only	Regular Unit Handicap Unit	**$23.75** **$32.50**

Exceptions:

The price per unit/week (including servicing & cleaning) for Reular Toilet Unit and Handicap Toilet units are for long term units and stay onsite regularly.

The price per unit for additional cleaning/per week only covers additional services Mondy through Friday only.

If you need additional cleaning on a Saturday or Sunday it will be $30.00 per unit per service for either Regular Toilet or Handicap Toilet.

If you need hand sanitizer added to any unit (regular or handicap) it will be $27.50 per 1000ml pouch.

Units needed for weekends and events that require delivery and pickup only will be $100.00 per Regular Unit and $145.00 per Handicap Unit.

Baldwin County Commission

Agenda Action Form

File #: 22-0189, **Version:** 1 **Item #:** BE4

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director/Adam Scarborough, Assistant CIS Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-09 - Purchase and Installation of One (1) New 200 kW Natural Gas Generator for the Baldwin County Annex IV Building located in Bay Minette, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the purchase and installation of one (1) new 200 kW natural gas generator for the Baldwin County Annex IV building located in Bay Minette, Alabama; and

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

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission approved in the FY 2022 Budget the purchase of one (1) new 200 kW generator for the Baldwin County Annex IV (CIS) Building in Bay Minette, Alabama. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 11/16/2021

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

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

Additional instructions/notes: N/A

BID #WG22-09 SPECIFICATIONS

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

Award will be to the lowest responsible bidder meeting the specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, resale value of equipment, and expedient service and experience are among the factors that will be considered in determining the responsive bidder.

No bid may be withdrawn for a period of thirty (30 days) following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

BID PRICE

Bidder shall submit an all-inclusive, lump sum, bid price as indicated on the Bid Response Form. The price shall include all applicable charges, including but not limited to delivery, installation, labor, materials, warranties, and incidentals for a complete working unit.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

WARRANTY

A copy of the standard manufacturer's warranty shall be attached to the Bid Response Form.

DELIVERY

Delivery and installation shall be as soon as possible after the receipt of order, but no more than **ninety (90) days.** Lead time shall play a large part of the bid award but will not be the only determining factor. Completion time shall be stated on the bid Response Form.

On-site delivery and installation shall be to the Baldwin County Annex IV Building located at 105 West 3rd Street, Bay Minette, Alabama, 36507. Delivery date and time shall be setup with Wanda Gautney, Purchasing Director, via phone at (251) 580-2520. Equipment shall be delivered to and installed on the property. Delivery and installation **shall include removal of existing generator, as well as the electrical work and installation, crane and mats, concrete slab, labor, travel, start-up, testing and lugs**.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

BIDS FOR ALL OR PART
The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

BIDDERS QUALIFICATIONS
The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

"ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE."

POWER OF ATTORNEY
Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

PERFORMANCE BOND
A Performance Bond & Labor and Materials Bond in one hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. The Contractor must furnish to the County at the time of the signing of the Contract a certificate of insurance coverage as provided in the specifications. **Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.**

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE
The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE
Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his

employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability $500,000.00 per occurrence bodily injury and property damage; $5,000.00 per person medical payments or medical expense; $500,000.00 per occurrence bodily injury and property damage; $5,000 per person medical payments or medical expense; $500,000.00 personal and advertising injury; $50,000.00 fire damage (any one firm); $1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be $1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of $1,000,000.00 per occurrence bodily injury and property damage, $1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and hold harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the County's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:
Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OHSA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers**,** etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

GUARANTEE

A one (1) year guarantee shall be provided by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship and materials. This warranty is exclusive of:

1) Physical damage by the Owner and/or other trades.
2) "Acts of God" – fire, civil commotion, natural catastrophes or vandalism.

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site.

FINAL PAYMENT

Final payment shall be withheld until provisions of the specifications are met as stated on page 4, Title 39, Section (f) of the contract, including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

FUNDING SOURCE

This public works project is being funded 100% by the Baldwin County Commission.

COORDINATION WITH BALDWIN COUNTY COMMISSION

The **primary contact person** for the Baldwin County Commission will be **Wanda Gautney, Purchasing Director, at (251) 580-2520.** Junius Long, Facilities Maintenance Coordinator, at (251) 295-3133, shall be responsible for coordinating the date(s) and time(s) that work will be performed in order to ensure that there is no interruption of normal operating activities at the site.

SPECIFICATIONS FOR A NATURAL GAS GENERATOR
Gillette Model SP-2000-60 HZ (Aluminum) 200 KW or Equivalent

PART 1 GENERAL

1.1. SCOPE OF WORK

A. The work described by these specifications includes the furnishing of all labor, materials, equipment, testing, and training to provide a complete and workable power system, including but not limited to the generator, the controller, and delivery and installation as specified herein. It is the intent of these specifications to have a single source responsibility for the generator. That is, the power system shall be finished by a single contractor who shall be responsible for the design, coordination, and testing of the complete system. All equipment shall be new and of current production of a national firm that manufactures generator sets and controls, switchgear, and/or associated accessories. **The contractor shall be responsible for constructing a concrete pad of sufficient strength and size to support the applicable operating weight of the new generator.** The scope of work regarding the generator are further detailed below.

1. Generator:

Provide and install a standby power system to supply electrical power in event of failure of normal supply, consisting of a liquid cooled natural gas engine, an AC alternator and system controls with all necessary accessories for a complete operating system. Generator will be connected to an existing transfer switch.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

A. An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.

B. The generator set must conform to applicable NFPA standards.

C. The generator set must be available with the Underwriters Laboratories listing (UL2200) for a stationary engine generator assembly.

D. The generator set must meet EPA federal emission guidelines for stationary standby power generation.

1.3 MANUFACTURER QUALIFICATIONS

A. This system shall be supplied by Gillette Generators, Inc. or an equivalent manufacturer who has been regularly engaged in the production of engine-alternator sets, and associated controls for a minimum of ten years, thereby identifying one source of supply and responsibility.

B. To be classified as a manufacturer, the builder of the generator set must manufacture, at a minimum, engines, or alternators.

C. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one-of-a-kind fabrication.

D. The Generator should have nonproprietary controller.

PART 2 GENERATOR

2.1 ENGINE

A.	Manufacturer	Power Solutions, Inc. (PSI) or equivalent
B.	Model and Type	Heavy Duty, 11.1LTCAC, 4 cycle
C.	Aspiration	Turbocharged & Charge Air Cooled
D.	Cylinders	6 Cylinders, Inline
E.	Displacement Cu. In. (Liters)	674 (11.1)
F.	Bore & Stroke In. (Cm.)	4.84 x 6.1 (12.3 x 15.5)
G.	Compression Ratio	10.5:1
H.	Main Bearings & Style	7, Precision Half-Shell
I.	Cylinder Head	Cast Iron
J.	Pistons	Cast Aluminum
K.	Crankshaft	Forged Steel
L.	Exhaust Valve	Inconel, A193
M.	Governor	Electronic
N.	Frequency Reg. (no load-full load)	Isochronous
O.	Frequency Reg. (steady state)	+/- ¼%
P.	Air Cleaner	Dry, Replaceable Cartridge
Q.	Engine Speed	1800
R.	Piston Speed, ft/min (m./min)	18310 (558)
S.	Max Power, bhp (kwm) Standby/LPG	208 (155)
T.	Max Power, bhp (kwm) Standby/NG	315 (235)
U.	Ltd. Warranty Period	12 Months or 2000 hrs., first to occur

2.2 FUEL SYSTEM

A.	Type	Natural Gas
B.	Fuel Pressure (kpa), in. H2O	(1.74-2.74), 7” – 11”

	C.	Secondary Fuel Regulator	Natural Gas
	D.	Auto Fuel Lock-Off Solenoid	Standard on all sets
	E.	Fuel Supply Inlet Line	2” NPTF

2.3 FUEL CONSUMPTION

	A.	Natural Gas: Cubic feet per hourStandby	
		100% LOAD	2115 (59.9)
		75% LOAD	1649 (46.7)
		50% LOAD	1158 (32.8)

2.4 OIL SYSTEM

	A.	Type	Full Pressure
	B.	Oil Pan Capacity qt. (L)	26.4 (25.0)
	C.	Oil Pan Capacity with filter qt. (L)	28.8 (27.0)
	D.	Oil Filter	1, Replaceable Spin-On

2.5 ELECTRICAL SYSTEM

	A.	Ignition System	Electronic
	B.	Eng. Alternator/Starter	24 VDC, negative ground, 45 amp/hr.

2.6 COOLING SYSTEM

	A.	Type of System	Pressurized, closed recovery
	B.	Coolant Pump	Pre-lubricated, self-sealing
	C.	Cooling Fan Type (no. of blades)	Pusher (12)
	D.	Fan Diameter inches (mm)	38” (965)
	E.	Ambient Capacity of Radiator	125 degrees Fahrenheit, 51.6 degrees Celsius
	F.	Engine Jacket Coolant Capacity Gal (L)	5.5 (21.0)
	G.	Radiator Coolant Capacity Gal (L)	30.6 (116)
	H.	Maximum Restriction of Cooling Air Intake and discharge side of radiator In. H2O (kpa)	0.5 (.125)
	I.	Water Pump Capacity gpm (L/min)	175 (284)
	J.	Heat Reject Coolant: Btu/min (kw)	8100 (142)

	K.	Low Radiator Coolant Level Shutdown	Standard

2.7 AIR REQUIREMENTS

	A.	Combustion Ait, cfm (kg/hr)	448 (12.7)
	B.	Radiator Air Flow cfm (sq. m/min)	18,000 (510)
	C.	Heat Rejected to Ambient:	
		Engine: kw (btu/min)	60.3 (3430)
		Alternator: kw (btu/min)	16 (910)

2.8 EXHAUST SYSTEM

	A.	Exhaust Outlet Size	3.5”
	B.	Max. Back Pressure, in. hg (KPA)	3.0 (10.2)
	C.	Exhaust Flow, at rated kw: cfm (sq. m/min)	1425 (40.3)
	D.	Exhaust Temp., at rated kw	1382 degrees Fahrenheit, 750 degrees Celsius

2.9 BATTERY

A. Standard battery as per the manufacturer’s recommendations that shall maintain system compatibility with the generator, circuit breaker and all other system components

2.10 SOUND LEVELS MEASURED IN dB(A)

A.	Open Set	Level 2 Encl.
Level 2, Critical Silencer	90	75
Level 3, Hospital Silencer		71

2.11 DERATE GENERATOR FOR ALTITUDE

A. 3% per 1000 ft. (305m) above 3000 ft. (914m) from sea level

2.12 DERATE GENERATOR FOR TEMPERATURE

A. 2% per 10 degrees Fahrenheit (5.6 degrees Celsius) above 104 degrees Fahrenheit (40 degrees Celsius)

2.13 DIMENSIONS AND WEIGHTS

A.	Open Set	Level 2 Encl.
Length in (cm)	132 (335)	186 (473)
Width in (cm)	52 (132)	72 (183)
Height in (cm)	80 (203)	94 (239)
3 Ø Net Weight lbs (kg)	6375 (2891)	8975 (4071)

	3 Ø Ship Weight lbs (kg)	6725 (3050)	9325 (4230)

2.14 ENCLOSURE

A. Weather/sound proof aluminum housing protective enclosure

B. Rated for 180 MPH winds

C. Corrosion resistant

D. 9 Heated and Agitated Wash Stages

E. Zinc Phosphate etching-coating stage

F. Final baked on enamel powder coat

G. 18/8 stainless steel hardware

PART 3 DIGITAL MICROPROCESSOR CONTROLLER – GENERATOR

3.1 SPECIFICATIONS

A. Make and Model — Power Solutions, Inc. (PSI) Deep Sea 7420 or equivalent

3.2 FEATURES

A. Backlit, digital display that continuously displays the status of the engine and the generator, including warnings and shut down status when applicable

B. Controller shall also monitor speed, frequency, voltage, current, oil pressure, coolant temp., and fuel levels

C. (11) configurable inputs

D. (8) configurable outputs

E. Mains (utility) failure detection

F. (250) event logs

G. Configurable timers

H. Automatic shutdown or warning during fault detection

I. Remote start (on load)

J. Engine preheat

K. Advanced metering capability

L. Hour meter

M. Text LCD displays

N. Protected solid state outputs

O. Test buttons for stop/reset

P. Manual mode

Q. Auto mode

R. Lamp test

S. Start button

T. Power monitoring (kWh, kVAr, kVAh, kVArh)

U. Expansion features including RS232, RS484 (using MODBUS-RTU/TCP)

V. Direct USB connection with PC

W. Expansion option using DSENet for remote annunciation and remote relay interfacing for a distance of up to 3300 feet

X. Controller software available to download from the internet which allows monitoring with direct USB cable, LAN, or by internet via the built-in web interface

4.1 ENGINE

Full flow oil filter, Air filter, Oil pump, Solenoid type starter motor, Hi-temp radiator, Jacket water pump, Thermostat, Pusher fan and guard, Exhaust manifold, 24 VDC Battery charging alternator, Flexible exhaust connector, Isochronous duty, electronic governor, Secondary dry fuel regulator, dry fuel lock-off solenoid, Vibration isolators, Closed coolant recovery system with 50/50 water to anti-freeze mixture

5.1 AC GENERATOR SYSTEM

AC generator, Shunt excited, Brushless design, Circuit Breaker installed and wired to gen-set, Direct connection to engine with flex disc, Class H, 180°C insulation, Self-ventilated, Drip proof Construction, UL Certified

6.1 VOLTAGE REGULATOR

1/2 % Voltage regulation, EMI filter, Under-speed protection, Over-excitation protection, total encapsulation

7.1 DC ELECTRICAL SYSTEM

Battery tray, Battery cables, Battery hold down straps, 2-stage battery float charger with maintaining & recharging automatic charge stages

PART 8 ADDITIONAL PROJECT REQUIREMENTS

8.1 FACTORY TESTING

A. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:

1. Verifying all safety shutdowns are functioning properly.

2. Verify single step load pick-up per NFPA 110-1996, Paragraph 5-13.2.6.

3. Verify transient and voltage dip responses and steady state voltage and speed (frequency) checks.

8.2 OWNER'S MANUALS

A. Three (3) sets of owner's manuals specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model must be included.

8.3 WARRANTY

A. The standby electric generating system components, complete engine-generator and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of 24 months. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge. Travel and labor shall be included for the first 12 months.

The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

8.4 INSTALLATION

A. Amounts bid shall be all-inclusive, including but not limited to the following: all electrical work, labor, materials, concrete pad, crane, connection to the existing Automatic Transfer Switch and Generator and Power Company fees, permit fees, and all other expenses and materials necessary for the delivery and installation of the items bid.

B. Gas line to the generator shall be the responsible of Baldwin County. Baldwin County is responsible for generator rental while installation is being done.

8.5 TESTING

A. All components of the electrical power system shall be sufficiently tested during design verification, production, and after delivery and installation is completed.

1. Design Prototype Tests: Components of the emergency system such as the engine/generator set, and accessories shall not be subjected to prototype tests since the tests are potentially damaging. Rather, similar design prototypes and pre-production models, which will not be sold, shall have been used for said tests. Prototype test certification and specification sheets showing all standard and optional accessories to be supplied, schematic wiring diagrams, dimension

drawings, and interconnection diagrams shall be included with the bid submission.

2. Production Tests: The automatic transfer switch shall be tested under load with all guards in place. The complete automatic transfer switch shall be subjected to a dielectric strength test per NEMA Standard ICS 1-109.05. The control panel shall meet or exceed the voltage surge withstand capability in accordance with ANSI C37.90a-2978 and the impulse withstand voltage test in accordance with NEMA Standard ICS 1-109.

3. Site Tests: The contractor shall perform a comprehensive installation check, start-up, and building load test. The County contact person shall be notified prior to and shall be present for the final site test.

BID #WG22-09 RESPONSE FORM
Purchase & Installation of One (1) 200 kW Natural Gas Generator

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

_____

_____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Contractor's License Number _____
(License Issued by the Alabama State Licensing Board for General Contractors)

ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE.

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 form.

_____
Financing Agency Authorized Signature

BID #WG20-39 RESPONSE FORM
Purchase & Installation of One (1) 200 kW Natural Gas Generator

Generator Make and Model: _____

Amount Bid: $_____

Completion Time after Receipt of Order (Days)_____

Brochures showing the equipment offered shall be attached to this Response Form.
All exceptions must be listed and attached to the bid response form.

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER:

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

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

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

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

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

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

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

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

and the creation of such a relationship is prohibited and void.

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

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

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

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

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER:

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **"Competitive Bid #WG22-09"**, the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG22-09 named, Purchase and Installation of One (1) New 200 kW Natural Gas Generator for the Baldwin County Annex IV Building located in Bay Minette, Alabama for the Baldwin County Commission."

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution and shall terminate upon either the expiration of not more than **thirty (30) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

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

XXVII. Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such

insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

XXVIII. The public works project which is the subject of this invitation to bid is funded 100% by County Funds.

XXVIV. 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.

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

COUNTY

_____

JAMES E. BALL / 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, James E. Ball, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

_____

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER

Insert Name

_____/_____
By _____/Date
Its _____

State of_____)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2021.

_____
Notary Public
My Commission Expires

Baldwin County Commission

Agenda Action Form

File #: 22-0200, **Version:** 1 **Item #:** BE5

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Revenue Commissioner, Teddy Faust
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-10 - Purchase of One (1) New 2021 Chevrolet Tahoe 2WD or Equivalent 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 purchase of one (1) 2021 new 2021 Chevrolet Tahoe 2WD or equivalent; and

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

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission budgeted in the FY22 budget a new vehicle for the Revenue Commissioner. The Revenue Commissioner has requested that a competitive bid be placed for the vehicle. Staff recommends the Commission authorize the Purchasing Director to place a competitive bid for the purchase a new 2021 Chevrolet Tahoe or equivalent.

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: 11/16/2021

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

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

Additional instructions/notes: N/A

BID #WG22-10 SPECIFICATIONS

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. The vehicle must be new and a current production model.

Bidders shall give a unit price as indicated on the Bid Response Form. The price bid shall include all applicable charges, destination charges, delivery charges, Title Fees, rebates and any other similar cost and refunds on the Vehicle. The purchase price shall not include extended warranty cost.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturers, but solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response form. **All exceptions must be listed and attached to the Bid Response Form.**

WARRANTY:

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

TITLE INFORMATION

Title shall have the following address listed as OWNER:
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Physical Address:
Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507

DELIVERY:

Not more than thirty (30) days after receipt of order or as soon as possible. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Purchasing Office located at 257 Hand Avenue, Bay Minette, AL 36507. Delivery shall be set up with Wanda Gautney at (251) 580-2520.

Specifications for One (1) New 2021 Chevrolet Tahoe 2WD or equivalent

All standard equipment that comes on the 2021 Chevrolet Tahoe 2WD

Engine: L84 – Engine, 5.3L, Eco Tec3 V-*, DI, V V T

Transmission: MQC – Transmission, 10-Speed Automatic

Options:

1LS-LS Preferred Equipment Group
Power Seat Adjuster (Driver's Side)
Seats: Front, Bucket, Full Feature
Seats, 3rd row 60/40 Bench, Manual
Seats, 2nd row 60-40 Bench, Manual
Keyless Open & Keyless Start
Floor Covering: Carpet, Color Keyed
Floor Mats, color keyed, carpeted 1st & 2nd row
Remote Engine Starting Package
Assist Steps, Black
GVW Rating 7400 Lbs.
Climate Control, Electronic – Multi-zone
Center Floor Console, Fixed
Mirrors, O/S: Power, Heated
Federal Emissions
Rear Axle: 3.23 Ratio
IOS- Chevrolet Infotainment Plus, 8: P/U Screen,
10.2" SUV
Cruise Control
Cooler, Engine Oil
120 Volt Electrical Receptacle, In Cab
Transmission Cooling System
Alternator, 220 AMP
Engine: 5.3L, EcoTec3 V-8
Transmission: 10-Speed Automatic
Steering Column, Manual Tilt & Telescoping
Steering Wheel, Leather Wrapped
Wheels: 20" Painted Aluminum w/machine face
Liltgate: Rear, Manuel
Headlamps, Intellibeam
High-Definition Radio Reception
Rear Parking Assist Sensors
Driver Info Display
OnStar Communication System

Following Distance Indicator
Sensor, Forward Collision Alert
Automatic Emergency Braking
Radio Controls – Steering Wheel
Sensor, Front Pedestrian Braking
USB Data ports, 2 within center console
Theft Protection System, Unauthorized Entry
Rear Vision Camera, HD
Luggage Rack, side rails, chrome
Tires, 20in P275/60R20, All-Season, Blackwall
Trailering Package
Suspension Package, Premium Smooth Ride

Exterior Color: G9K- Satin Steel Metallic

Interior Color: Jet Black

BID #WG22-10 RESPONSE FORM
Purchase of One (1) New 2021 Chevrolet Tahoe 2WD or equivalent

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

_____

_____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or __x__
Yes No
If yes, must attach a copy of the financing agreement and all conditions to this response from.

_____
Financing Agency Authorized Signature

BID #WG21-10 RESPONSE FORM
Purchase of One (1) New 2021 Chevrolet Tahoe 2WD or equivalent

One (1) New 2021 Chevrolet Tahoe 2WD or equivalent

Make/Model: _____

Amount Bid: $_____

Delivery Time: _____ days

Brochures showing the equipment offered shall be attached to this Response Form.

All exceptions must be listed and attached to the bid response form.

Baldwin County Commission

Agenda Action Form

File #: 22-0181, **Version:** 1 **Item #:** BE6

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Contract Extension for Professional Services to Support IBM I Servers (AS400) for the Baldwin County Commission

STAFF RECOMMENDATION
Extend the Professional Services Contract with **David Pimperl** for consulting services to assist with the system administration and support of the County's IBM I Servers (AS400), at a cost of $85.00 per hour, not to exceed 15 hours per month, for an additional twelve (12) months at the same terms and conditions as stated in the original Contract award on January 5, 2021. The Contract extension will expire on January 5, 2023.

BACKGROUND INFORMATION

Previous Commission action/date:
01/05/2021 meeting: Authorized the Chairman to execute a Contract for professional services between the Baldwin County Commission and David Pimperl for consulting services to assist with the system administration and support of the County's IBM I Servers (AS400), at a cost of $85.00 per hour, not to exceed 15 hours per month. (Contract shall be effective for twelve (12) months commencing immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month Contract extensions or extend the first Contract until such a time a new Contract can be bid and awarded.)

Background: The Commission approved during their January 5, 2021, regular meeting a Professional Services Contract for Consulting Services with David Pimperl to assist with the system administration and support of the County's IBM I Servers (AS400), at a cost of $85.00 per hour, not to exceed 15 hours per month for twelve (12) months. These services are an extension of the CIS department to support Probate, Revenue, Building Department and Sales Tax along with all departments that utilize the AS400 on a daily basis. The Contract terms contained a stipulation that the services could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the original Contract. The vendor, David Pimperl, has submitted an email agreeing to extend his price for an additional twelve (12) months. The Contract

extension will expire on January 5, 2023.

FINANCIAL IMPACT

Total cost of recommendation: $15,300.00

Budget line item(s) to be used: 10051965.51500

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 11/16/2021

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

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

Additional instructions/notes: N/A

From: David Pimperl
To: Wanda Gautney
Cc: Brian Peacock
Subject: RE: Contract for Professional Services to Support IBM I Servers (AS400)
Date: Wednesday, October 27, 2021 8:31:54 PM

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

Hi Wanda,

Yes, I agree. I look forward to providing services to the Baldwin County Commission for another year.

Thanks David.

David Pimperl
251-895-6925

From: Wanda Gautney <wgautney@baldwincountyal.gov>
Sent: Wednesday, October 27, 2021 3:40 PM
To: David Pimperl <dpimperl@outlook.com>
Cc: Brian Peacock <BPEACOCK@baldwincountyal.gov>
Subject: Contract for Professional Services to Support IBM I Servers (AS400)

David,

The Contract for Professional Services with Baldwin County Commission will be expiring on January 5, 2022. The Contract included an option to renew the Contract for two (2) additional twelve
(12) months if the provider agrees, at the same prices and terms as the original Contract. Baldwin County would like to extend the contract for twelve (12) months.

Please let me know if you, as the provider, agree to a twelve (12) month extension at the same prices and terms of the original Contract dated January 5, 2021.

Thanks

Wanda Gautney, Purchasing Director
Baldwin County Purchasing Department
Phone: (251) 580-2520
Fax: (251) 580-2536
Email: wgautney@baldwincountyal.gov

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

Whereas, the COUNTY, through its Communications and Information Systems Department (CIS), maintains and supports multiple IBM i Servers (also known as iSeries or AS400 systems) along with various software applications on those Servers; and

Whereas, the COUNTY finds that it requires additional resources to assist with the system administration and support of those Servers and desires to procure such services; and

Whereas, the PROVIDER has expressed his willingness and is capable of providing such services; and

Whereas, the COUNTY and PROVIDER now wish to and do hereby enter into this Contract for the provisions of said services subject to the terms and conditions set forth herein.

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: David Pimperl

D. CIS Communications and Information Systems Department

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 he 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 he 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 his own means and methods, as he deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits or any other benefits provided to County employees, and PROVIDER shall not be subject to or have any rights under the County's merit system for employees. 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.

Notwithstanding anything to the contrary in this Section or elsewhere within this Contract, the PROVIDER shall equally retain all rights, title and interest in and to all scripts, programs, database schema, methods, processes, source code, and other intellectual properties that are developed under this Contract. PROVIDER will retain rights to utilize these as he sees fit without any notice to the COUNTY. This will not include any proprietary or confidential data that remains the sole property 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:	David Pimperl 48702 Ralph Johnson Rd. S. Bay Minette, AL 36507
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 is set forth in Exhibit A and shall include and be subject to all the terms and conditions in **Exhibit A,** the same being expressly incorporated herein by reference, and without limitation will encompass:

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 forth below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate

State of Alabama)

County of Baldwin)

I, Monica English, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional 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 19th day of January, 2021.

Monica English
Notary Public
My Commission Expires

My Commission Expires:
May 5, 2024

PROVIDER:

1/13/2021
By David Pimperl /Date
Its _____

State of Alabama)

County of Baldwin)

I, Ann Gary, Notary Public in and for said County and State, hereby certify that David Pimperl as Owner of Company, 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 David Pimperl.

GIVEN under my hand and seal on this the 13th day of January, 2021.

Ann Gary
Notary Public
My Commission Expires

EXHIBIT "A"

Scope of Services

The PROVIDER will provide general Systems Administration, Technical Support, and Technical Consulting Services for the COUNTY'S IBM i Servers as further outlined below.

Domains of Service

A. Provide assistance to the COUNTY CIS Department for ordering and applying IBM Program Fixes (PTF). Ensure IBM i Servers are up to date on all PTF levels, including any specific PTF(s) required by the current software vendor Delta Computer Systems (DELTA).
B. Work as a liaison to DELTA as necessary. DELTA will be responsible for ongoing software support, but PROVIDER will assist as necessary.
C. Work as a liaison to Vision Solutions to support their MIMIX solution that the COUNTY uses. Coordinate and work with COUNTY CIS staff to optimize and administer the MIMIX solution.as necessary
D. Work with legacy software products installed on the IBM i Servers and assist COUNTY CIS staff with those products as needed.
E. PROVIDER will perform the work remotely or on-site as required for the specific task.
    1. PROVIDER will furnish and utilize his Computer Laptop with Microsoft Windows 10 or later to access the IBM i Servers whether working remotely or on-site.
    2. COUNTY will setup appropriate levels of VPN access and network access that will allow PROVIDER remote and on-site access to the IBM i Servers. This will include as necessary, but is not limited to, VPN, Domain, and IBM i User accounts with appropriate access levels to perform the required services.
    3. COUNTY will furnish the PROVIDER with certain System Level Passwords as required from time to time for performance of certain system tasks. COUNTY will always retain full control of those accounts and will have the ability/responsibility to change passwords from time to time as their security protocol requires.
    4. COUNTY will furnish the PROVIDER with any specialized client software, license(s) to use, and authority to use as required to perform the services defined above.

Baldwin County Commission

Agenda Action Form

File #: 22-0187, **Version:** 1 **Item #:** BE7

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Sheriff Hoss Mack/Chief Deputy, Anthony Lowery/Brian Peacock, CIS Director/Adam Scarborough, Assistant CIS Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Phase I of the Purchase and Installation of Security Equipment for the New Female Housing Addition to the Baldwin County Corrections Center and Renovations of Adjacent Buildings Located in Bay Minette, Alabama

STAFF RECOMMENDATION
Take the following actions:

1) Authorize the Purchasing Director to prepare and solicit informal bids in accordance with the Code of Alabama, Section 39-2-2(3)(g) for Phase I of the purchase and installation of Security Equipment for the new Female Housing Addition to the Baldwin County Corrections Center and Renovations of Adjacent Buildings located in Bay Minette, Alabama; and

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

BACKGROUND INFORMATION

Previous Commission action/date:
01/21/2020 meeting: Approved the AIA Contract for the architectural services with PH & J Architects, Inc., for the construction of a new female housing addition and renovations to the Baldwin County Corrections Center in the amount of 6.9% of the construction cost for the new female facility and 7.2% of the construction cost on all renovation work at the existing Corrections facility plus normal reimbursable expenses and authorized the Chairman to execute the Contract.

08/04/2020 meeting: 1) Approved an Amendment to the AIA Contract for the architectural services with PH & J Architects, Inc., to add the Renovations of the old City of Bay Minette Municipal Building purchased from the City of Bay Minette for the New Baldwin County Sheriff's Office in the amount of 6.5% of the construction cost; and 2) Included the demolition and removal of the existing water tank located on the jail site for architectural services in the amount 7.2% of the demolition cost and

authorized the Chairman to execute the Amendment.

10/20/2020 meeting: Authorized the Purchasing Director to advertise for the Pre-Qualification of Contractors for the construction of a new female housing addition to the Baldwin County Correction Center and renovations of adjacent buildings located in Bay Minette, Alabama.

12/15/2020 meeting: Approved the following five (5) pre-qualification applications of contractors for the construction of a new female housing addition to the Baldwin County Correction Center and renovations of adjacent buildings located in Bay Minette, Alabama: Wharton-Smith, Inc., Rabren General Contractors, L.P. of Auburn, Orocon Construction, LLC, White-Spunner Construction, Inc., and Carmon Construction, Inc.

03/16/2021 meeting: Awarded the bid to the lowest bidder, Wharton-Smith, Inc., for the construction of a new Female Housing Addition to the Baldwin County Corrections Center and Renovations of Adjacent Buildings located in Bay Minette as follows and authorized the Chairman to execute all necessary documents once approved by the County Attorney: Base Bid Amount: $58,312,000.00; Alternate #1: $880,000.00 (New Jail Laundry Area); Alternate #2: $2,300,000.00 (Housing Tower A Elevator); Alternate #3: $479,000.00 (New Jail Staff Area); Total Amount: $61,971,000.00; Construction Time:1575 days. Funding Source: Warrant Funds through Public Building Authority and the Sheriff's Office reimbursing the County $479,000.00 for Alternate #3.

Background: The Sheriff, is requesting that a bid be placed for the purchase and installation of security equipment (cameras, door locks and controls) that will be needed in the renovated City Complex that was purchased to house the Sheriff's Offices. Due to the security risk of advertising the building designs and blueprints of the building during the competitive bid process, the Sheriff requested an exemption from the Alabama Law Enforcement Agency in accordance with the Code of Alabama, Section 39-2-2(3)(g). The code section states "in the event of a proposed public works project, acknowledged in writing by the Alabama Homeland Security Department as (1) having a direct impact on the security or safety of persons or facilities and (2) requiring confidential handling for the protection of such persons or facilities, contracts may be let without public advertisement but with the taking of informal bids otherwise consistent with the requirements of this title and the requirements of maintaining confidentiality. Records of bidding and award shall not be disclosed to the public and shall remain confidential."

A letter dated October 7, 2021, was received from the Alabama Law Enforcement Agency Secretary, Hal Taylor, stating that the plans for this project should be considered "Sensitive Security Information" and treated as confidential materials. Accordingly, as provided by the above referenced statue, the contracts to perform the project may be let without public advertisement but taken by informal bids with the records of the bids and award being maintained as confidential information.

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: 11/16/2021

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

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

Additional instructions/notes: N/A

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
PHONE 334.517.2800 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

October 7, 2021

Wanda Gautney
Purchasing Director
Baldwin County Commission

RE: Baldwin County Corrections Center Renovations

Dear Ms. Gautney:

ALEA has received and reviewed your request to privately bid the improvement project(s) listed in your October 7, 2021 request regarding upgrades to access control, security cameras and the other items listed. Your request has been approved in accordance with § 39-2-2(3)(g), Ala. Code 1975.

If you have any questions, please contact Jay Moseley, ALEA Homeland Security Director, at 334-517-2660 or jay.moseley@alea.gov.

Sincerely,

Hal Taylor

Hal Taylor
Secretary

Baldwin County Commission

Agenda Action Form

File #: 22-0183, **Version:** 1 **Item #:** BE8

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Seth Peterson, Pre-Construction Manager
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Project No. HRRR-0221 (250) HW21109000 - High Risk Rural Roads (HRRR) Program Installation of Curve Pavement Markers and Edge Line Rumble Strips on CR-9 from US-98 to CR-48 and CR-47 from 1-65/SR287 to US-31 for the Baldwin County Commission

STAFF RECOMMENDATION
Award the bid for Project No. HRRR-0221 (250) HW21109000 - High Risk Rural Roads (HRRR) Program Installation of Curve Pavement Markers and Edge Line Rumble Strips on CR-9 from US-98 to CR-48 and CR-47 from 1-65/SR287 to US-31 to **Asphalt Services, Inc., Bid Amount $106,655.00; Construction Time: 30 working days;** and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date: 08/03/2021 meeting: 1) Approved the Purchasing Director to place a competitive bid for the High Risk Rural Roads (HRRR) Program project for the installation of pavement markers and edge line rumble strips on CR-9 from US-98 to CR-48 and CR-47 from 1-65/SR287 to US-31, when plans and specifications are finalized.

Background: Bids were opened in the Purchasing Conference Room on October 27, 2021, at 2:00 p.m. Two (2) bids were received. The lowest bid was received from Asphalt Services, Inc., in the bid amount of $106,655.00 as per the attached bid tabulation. The Baldwin County Engineer, Joey Nunnally, and the Alabama Department of Transportation has reviewed the bid responses and has submitted their recommendation to award to the lowest bidder as per the attached certified bid tabulation.

FINANCIAL IMPACT

Total cost of recommendation: $106,655.00

Budget line item(s) to be used: HW21109000

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 11/16/2021

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

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

Additional instructions/notes: N/A

HW21109000
HRRR CURVE PAVEMENT MARKERS AND EDGE LINE RUMBLE STRIPS
ON CR-9 FROM US-98 TO CR-48 AND CR-47 FROM I-65 TO US-31
BID TABULATION
BALDWIN COUNTY

Item No.	Item Description	Units	Quantity	Asphalt Services, Inc.		Ozark Striping Cp. Inc.	
				Unit Price	Bid Amount	Unit Price	Bid Amount
428A-001	SCORING BITUMINOUS PAVEMENT SURFACE	MI	44	$ 350.00	$ 15,400.00	$ 1,006.00	$ 44,264.00
600A-000	MOBILIZATION	LS	1	$ 7,500.00	$ 7,500.00	$ 12,000.00	$ 12,000.00
701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MI	44	$ 1,425.00	$ 62,700.00	$ 1,150.00	$ 50,600.00
705A-030	PAVEMENT MARKER, CLASS A-H, TYPE 2C	EA	2213	$ 5.00	$ 11,065.00	$ 5.00	$ 11,065.00
705A-037	PAVEMENT MARKER, CLASS A-H, TYPE 2D	EA	798	$ 5.00	$ 3,990.00	$ 5.00	$ 3,990.00
740A-000	TRAFFIC CONTROL SCHEEME	LS	1	$ 6,000.00	$ 6,000.00	$ 5,500.00	$ 5,500.00
			TOTAL BID AMOUNT	$106,655.00		$127,419.00	
			BID BOND INCLUDED	YES		YES	
			COMPLETE CONTRACT RETURNED	YES		YES	

ENGINEER'S CERTIFICATE:

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

Joey Nunnally, P.E. Date 11/1/21

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

November 1, 2021

Baldwin County Commission
312 Courthouse Square
Bay Minette, AL 36507

RE: STPLL-0219(254)
HW21109000
HRRR CURVE PAVEMENT MARKERS AND EDGE LINE RUMBLE STRIPES
ON CR-9 FROM US-98 TO CR-48 AND CR-47 FROM I-65 TO US-31

Dear Commissioners:

My office has thoroughly reviewed the bids taken on October 27, 2021, for the above referenced project. Two (2) bids were received from contractors. Asphalt Services, Inc. was the low bidder of $ 106,655.00.

Upon inspection, it was determined that the low bidder had no errors in their proposal. 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, Asphalt Services, Inc.

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

Sincerely,

Joey Nunnally, P.E.
COUNTY ENGINEER

JN/js

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

November 1, 2021

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

Dear Mr. Nunnally:

Re: **Project No. HRRR-0221(250)**
Installation of Pavement markers and Rumble Strips on CR 9 and CR 47
Baldwin County

ALDOT has reviewed the bid tabulation for the above-referenced project and concurs with your letter of November 1, 2021 to award the project to Asphalt Services, Inc. Please advise my office when the pre-construction conference is scheduled.

If we may be of further assistance, please let us know.

Sincerely,

MATTHEW J. ERICKSEN, P.E., REGION ENGINEER

By: _____
Thomas W. Goodman, Jr., P.E.
Local Transportation Engineer - Mobile

TWG/
c: Mr. Brad Lindsey, P.E.
Mr. Edwin Perry, P.E.
File w/ Bid Tabulation & Baldwin County Award Recommendation Letter

ITEM X
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 **Asphalt Services Inc.** (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission at its **November 16, 2021**, meeting awarded the bid for PROJECT NO. HRRR-0221 (250) – HIGH RISK RURAL ROADS (HRRR) PROGRAM INSTALLATION OF CURVE PAVEMENT MARKERS AND EDGE LINE RUMBLE STRIPS ON CR-9 FROM US-98 TO CR-48 AND CR-47 FROM I-65/SR287 TO US-31, to **Asphalt Services Inc.** in the amount of **$106,655.00** with a completion time of **THIRTY (30) working days.**

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: Asphalt Services Inc.
11045 Old Highway 31
Spanish Fort Al, 36527

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

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

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

PROJECT NO. HRRR-0221 (250) – HIGH RISK RURAL ROADS (HRRR) PROGRAM INSTALLATION OF CURVE PAVEMENT MARKERS AND EDGE LINE RUMBLE STRIPS ON CR-9 FROM US-98 TO CR-48 AND CR-47 FROM I-65/SR287 TO US-31.

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. HRRR-0221 (250) – HIGH RISK RURAL ROADS (HRRR) PROGRAM INSTALLATION OF CURVE PAVEMENT MARKERS AND EDGE LINE RUMBLE STRIPS ON CR-9 FROM US-98 TO CR-48 AND CR-47 FROM I-65/SR287 TO US-31.

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

XVI. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

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

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

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement.

Final payment will be made 30 days after the last day of advertisement.

XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The PROVIDER shall have SIXTY (60) WORKING DAYS after the notification to proceed to complete the work. The Contract shall terminate upon either the expiration of no more than SIXTY (60) WORKING DAYS after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the COUNTY. [Nothing herein stated shall prohibit the COUNTY from otherwise terminating this Contract according to the provisions herein.]

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

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

XXIV. Number of Originals. This Contract shall be executed with four (4) originals, all of which are equally valid as an original.

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

XXVI. Insurance. The PROVIDER shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the COUNTY as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to COUNTY, shall be furnished to COUNTY, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to COUNTY in the event of cancellation,

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

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

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

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

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

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

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 the Baldwin County Commission.

GIVEN under my hand and seal on this the_____day of_____, 20___.

_____
Notary Public
My Commission Expires:_____

State of _____)
County of_____)

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

GIVEN under my hand and seal on this the_____day of_____, 20____.

_____
Notary Public
My Commission Expires: _____

GULF COAST MEDIA
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:

09/29/2021, 10/06/2021, 10/13/2021

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

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

x April M. Perry
April M. Perry, Legal Ad Representative

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 10/13/2021.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 329390

Project #HRRR-0221(250)

Amount of Ad: $1023.44

Legal File# #HRRR-0221(250)

OCT 14 2021

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 October 27, 2021, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows: PROJECT NO. HRRR-0221 (250) - HIGH RISK RURAL ROADS (HRRR) PROGRAM INSTALLATION OF CURVE PAVEMENT MARKERS AND EDGE LINE RUMBLE STRIPS ON CR-9 FROM US-98 TO CR-48 AND CR-47 FROM I-65/SR287 TO US-31. - THIRTY (30) WORKING DAYS are allowed for the construction of the project.

Working Day (Daytime Work). Any Calendar Day from midnight to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and Legal Holidays on which the Contractor elects to work for a period of four hours or more will be classified as a working day.

All bids must be on blank forms provided in the Specifications with the Contract booklet submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Specifications are on file and can be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact John Sedlack at jsedlack @baldwincountyal.gov with any questions. Alternatively, Plans and Specifications can be downloaded at https://services.baldwincountyal.gov/BidsVendorDocPortal/ 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 October 20, 2021, at 2:30 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.

Davis Bacon Wage Rates 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.

Cont.
Back

This project includes federal funds and County funds. Ninety percent (90%) is funded through the High-Risk Rural Roads (HRRR) Grant Program administered by the Federal Highway Administration. Ten percent (10%) is funded by the County. The proposed work shall be performed in conformity with the rules and regulations for carrying out the federal highway act

and other acts amendatory, supplementary, or relative thereto. This project is subject to the contract work hours and safety standards act and its implementing regulations. MBE/DBE participation is encouraged; however, no specific MBE/DBE goals have established for this project.

In accordance with title vi of the civil rights act of 1964, 78 stat. 252, 42 U.S.C 2000D to 2000D-4 and Title 49, code of federal regulations, department of transportation, subtitle a, office of the secretary, part 21, nondiscrimination in federally-assisted programs of the department of transportation issued pursuant to such act, all bidders are hereby notified that it will be affirmatively ensured that any contract entered into pursuant to this advertisement, minority business enterprises will afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex or national origin in consideration for an award.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama. The right to reject any or all bids and to disregard any minor irregularities is reserved by the owner.

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Joe Davis, III
Chairman,
Baldwin County Commission
September 29;
October 6-13, 2021

ALABAMA MEDIA GROUP

AL Legal Liner

Press Register

LEGAL AFFIDAVIT

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State of Alabama,) ss
County of Mobile)

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

Press Register 09/29, 10/06, 10/13/2021

Principal Clerk of the Publisher

Sworn to and subscribed before me this 14th day of October 2021

Notary Public

JUANITA DEPUY
MY COMMISSION EXPIRES
MARCH 1, 2025
NOTARY PUBLIC
STATE OF ALABAMA

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until 2:00 PM on October 27, 2021, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows: PROJECT NO. HRRR-022I (250) – HIGH RISK RURAL ROADS (HRRR) PROGRAM INSTALLATION OF CURVE PAVEMENT MARKERS AND EDGE LINE RUMBLE STRIPS ON CR-9 FROM US-98 TO CR-48 AND CR-47 FROM I-65/SR287 TO US-31. - THIRTY (30) WORKING DAYS are allowed for the construction of the project. Working Day (Daytime Work). Any Calendar Day from midnight to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and Legal Holidays on which the Contractor elects to work for a period of four hours or more will be classified as a working day.

All bids must be on blank forms provided in the Specifications with the Contract booklet submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Specifications are on file and can be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact John Sedlack at jsedlack@baldwincountyal.gov with any questions. Alternatively, Plans and Specifications can be downloaded at https://services.baldwincountyal.gov/BidsVendorDocPortal/ 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 October 20, 2021, at 2:30 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.

Davis Bacon Wage Rates 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.

This project includes federal funds and County funds. Ninety percent (90%) is funded through the High-Risk Rural Roads (HRRR) Grant Program administered by the Federal Highway Administration. Ten percent (10%) is funded by the County. The proposed work shall be performed in conformity with the rules and regulations for carrying out the federal highway act and other acts amendatory, supplementary, or relative thereto. This project is subject to the contract work hours and safety standards act and its implementing regulations. MBE/DBE participation is encouraged; however, no specific MBE/DBE goals have established for this project.

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The right to reject any or all bids and to disregard any minor irregularities is reserved by the owner.

COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA
Joe Davis, III
Chairman, Baldwin County Commission
PRESS REGISTER
September 29, October 6, 13, 2021

Mala Gaines
1115310.52530

Baldwin County Commission

Agenda Action Form

File #: 22-0186, **Version:** 1 **Item #:** BE9

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Teddy Faust, Revenue Commissioner
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Request for Proposals (RFP) for Property Tax Software Solution for the Baldwin County Commission

STAFF RECOMMENDATION
Approve the attached Request for Proposals (RFP) for Property Tax Software Solution and authorize the Purchasing Director to advertise the RFP.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Revenue Commissioner, Teddy Faust, is requesting that the Commission approve the attached solicitation for property tax software solution. This software and maintenance solution will be replacing the current Delta software and maintenance that is currently being used by the Revenue Commission Department. Staff recommends the Commission approve the Request for Proposals (RFP) and authorize the Purchasing Director to advertise the RFP.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 11/16/2021

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

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

Additional instructions/notes: N/A

REQUEST FOR PROPOSALS FOR
PROPERTY TAX SOFTWARE FOR THE
BALDWIN COUNTY COMMISSION

The Baldwin County Commission is requesting proposals from prospective vendors to supply the best available property tax software solution to meet our needs. Vendors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP for all relevant questions and information needs to be identified and answered, and to allow adequate time to prepare a comprehensive and complete response. Please note that this RFP does not constitute an offer but rather a request for offers from vendors.

PRIME SERVICE PROVIDER RESPONSIBILITIES

Service provider will assume responsibility for delivery of services and application performance, regardless of whether or not the Service provider subcontracts any of these services. The Service provider will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Service provider will be totally responsible for all obligations outlined under this RFP.

HOLD HARMLESS PROVISION

The service provider shall at all times indemnify and hold harmless the County and its departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will, at his expense, defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any suit arising from any such cause.

SERVICE PROVIDER QUALIFICATIONS

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating the fact that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

All vendors, contractors and the grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

GENERAL SUBMISSION INFORMATION

Baldwin County intends to award a contract to a qualified contractor for the services. The proposal should address the contractor's capabilities for performing all aspects of the desired services while presenting specific project information and substantiating the contractor's methodologies and approach for completing the services requested.

SUBMISSION PROCEDURES, REQUIREMENTS

One original and three (3) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on December 8, 2021.** 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
312 Courthouse Square, Suite 15 (mailing address)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
Phone: (251) 580-2520

INQUIRIES AND QUESTIONS

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Manager, at wgautney@baldwincountyal.gov no later than **2:00 P.M., Central Standard Time, on December 17, 2021.**

PREPARATION COST

The County shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

SERVICE PROVIDERS INSURANCE PROVISIONS

The service provider shall not commence work under this contract until all the required insurance has been obtained by service provider and approved by the County. Nor shall the service provider allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

The service provider at his expense shall carry, with insurers satisfactory to County, throughout the term of the contract, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at/in/on any property, site, location, vessel, or equipment. *All liability insurance shall name the County as an additional insured.* Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies.

The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should the service provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend any Agreement until insurance is obtained, terminate any Agreement immediately without further action, or hold service provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite must be provided upon submission of the RFP.

EXAMINATION OF PROPOSALS

Proposers should carefully examine the entire RFP and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services and the conditions likely to be encountered in performing the services.

EXCEPTIONS

It is the intent of the County to award a contract on a fair, competitive basis. For this reason, the County may view the notation of any "Exception' in response to any material conditions or requirement of the RFP as an attempt by the vendor to vary the terms of the RFP which, in fact, may result in giving such vendor an unfair advantage over other vendors. The County may, at its option, disqualify proposals in which the exceptions alter the overall intent of this RFP. The County requires each vendor to provide a list of exceptions taken to this RFP. Any exceptions taken must be identified and explained in writing. An exception is defined as the vendor's inability to meet a requirement in the manner specified in the RFP. If the vendor provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of vendor's solution, must be described in detail.

WARRANTIES

The County will assume that any vendor submitting a proposal in response to this RFP warrants and guarantees that the products or services designated to be supplied by the vendor are, in fact, fully capable of performing the tasks designated by the RFP. The agreement entered between the County and the vendor will contain the warranty for the vendor that any products supplied will be new and free from defects in design, materials and workmanship, and will be capable of the purpose for which the RFP was designed and published. No limitation or exception to this warranty provision will be acceptable to the County; except, it is understood that the vendor is not responsible for any problems in performance caused by improper use by the County.

PRODUCT SUBSTITUTIONS

The County recognizes that technology may change during the term of the contract. Therefore, the County may accept changes to the specifications for the application software. The vendor should give the County thirty (30) days advance notice in writing of any changes to the original proposal specifications. The County reserves the right to accept or decline the specification changes and will indicate the decision in writing to the vendor and reserves the right to terminate the contract if the proposed substitutions are not judged to meet the County's requirements.

CONFIDENTIALITY

The content of all proposals will be kept confidential until the selection of the Consultant is publicly announced. At that time, the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

LATE SUBMISSIONS

Proposals not received prior to the date and time specified in this document will not be considered and will be returned unopened after recommendation of award.

REJECTION OF PROPOSALS

The County reserves the right to reject any and all proposals if determined to be in the best interest of the County.

CONTRACT PERIOD

This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) additional twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extensions will be at the same prices, terms and conditions as the original contract.

INFORMATION PROVIDED BY THE COUNTY

Disclaimer - The vendor must perform its own evaluation of all information and data provided by the County. The County makes no representations or warranties regarding any information or data provided by the County.

PROPOSAL PREPARATION GUIDELINES

Instructions to the Vendor

This section of the RFP provides specific instructions as to the format and content of the proposal. Proposals should include all data and information required by this RFP. Proposals should address and follow the numerical sequence of the specific information requested by these instructions. Nonconformity with the instructions may be cause for rejection of the proposal.

The proposal for the property tax software solution should be clear, coherent, legible, and prepared in sufficient detail for effective evaluation by County staff. The vendor should assume that the evaluation team has no previous knowledge of this technology and will base its evaluation on the information presented in the proposal. Emphasis should be placed on brief, complete and factual data in the areas, which are set forth in the RFP. Content and quality are more important than quantity.

The items in the Technical Requirements Section are generally phrased as statements. The vendor must use the proper response code and provide the required comments to address each statement.

The entire set of documents contained in this package constitutes the RFP. The vendor must respond to this RFP with all information necessary to properly analyze the vendor's response. Vendor's notes and comments may be rendered on an attachment, provided the vendor includes a reference to the RFP topic number.

Proposal Content

Baldwin County desires all vendor proposals to be identical in format in order to facilitate comparison. While Baldwin County's format may represent a departure from the vendor's preference, Baldwin County requests strict adherence to the format. The table of contents for the proposal should be as follows:

Submittal Table of Contents

Cover Letter

I. Introduction
   a. Executive Summary
II. Firm Profile and Qualifications
   a. Vendor Profile and Overview
   b. Qualifications and References
   c. Key Personnel Assignments
III. Vendor's Response to Requirements
IV. Vendor's Proposed Solution
V. Cost Schedules
VI. Other

The following details the information required for each section, as outlined above. The vendor must ensure that all requested items are included in the response. All parts of the response must be submitted in hard copy form.

Executive Summary

Provide an executive summary of the vendor's proposal. The summary should highlight aspects of this proposal which make it superior or unique in addressing the needs of Baldwin County.

Vendor Profile and Overview

Provide a concise description of your company, including origin, background, and current size (e.g., annual revenues, number of full-time employees, etc.). Include information concerning general organization and staffing, and experience of the company in software systems for jurisdictions of similar size and complexity as that of Baldwin County.

If the vendor is comprised of multiple independent divisions with separate lines of business, also provide size, financial, and experience information for the division that

will be involved in this contract. Failure to include financial information will be grounds for disqualification of a vendor's proposal.

Provide a summary describing the vendor's area(s) of expertise and resource capabilities as they relate to this proposal. In addition, please describe how you feel that your product, from a technical and functional perspective, is the best fit for the Baldwin County environment. Describe the distinguishing features that Baldwin County should know about your company and your product.

In addition, the structure of the arrangement between the vendor acting as prime contractor and any other vendors must be fully described in detail. Full profiles and overviews of subcontracted vendors must also be submitted as part of this section.

Financial Information:

Each vendor should supply the following financial information or acceptable substitutes to establish their financial viability. Baldwin County may require further financial information at a later date.

- Latest Audited Annual Report
- Latest Quarterly Report
- Dun & Bradstreet and/or Standard & Poor's rating
- Key Financial Officers and their telephone numbers

Qualifications and References

Provide a list of at least three (3) current installations of the proposed products that are currently in production. These references should best demonstrate your ability to perform the work as described in this RFP and should include the modules described in your solution for Baldwin County. If the responding vendor is partnering with another vendor to facilitate a complete solution, these references should reflect experience of the partnered firms in providing a solution. For each installation provide the following information:

- City / County Name
- Brief Engagement Description
- Start / Completion Date
- Contact Person
- Address
- E-mail Address
- Telephone Number
- Modules Found at That Location
- Number of Users
- Software Installation Date
- Approximate population of municipal area and number of customer accounts
- Hardware (client and server hardware)

- Operating System
- Cloud Hosting System
- Database Management System

Names of any vendor staff who worked on the project who are also proposed to work on Baldwin County's project are also required. Furthermore, similar references must also be provided for any additional subcontracted vendors included in the proposal.

Key Personnel Assignments

Provide information summarizing the qualifications and experience of key personnel who will be assigned to this project. In addition, please include information on the personnel assigned to conduct training for County employees on the new system. The information is to include the following information:

- Name
- Position title on this project (e.g., project manager, team leader, training, etc.)
- Job classification (e.g., manager, programmer, product manager, etc.)
- Listing of three assignments which best demonstrate his/her ability to perform the indicated project assignment, with a brief description
- Minimum number of hours guaranteed to be assigned to the project

Vendor's Response to Requirements

Hard copies of all requirements can be found in the Requirements portion of this document. Hard copy responses must be submitted as part of the vendor's proposal. A detailed description on completing this portion of the RFP can be found in the Requirements section (Section 7) of this document.

Vendor's Proposed Solution

Vendor should address each item in the same order as requested in the Vendor's Proposed Solution

Cost Schedules

Vendor must provide cost information in the format outlined below. A description of the cost information, that is required in each schedule, follows the required format outline.

Cost Statement: This statement should note the specific hours and costs pertaining to proposed prime contractor and subcontractor staff. Any assumptions made by the vendor in preparing the required cost schedules should be documented in this statement. This cost statement should reflect the vendor's implementation plan objectives.

Format for Preparing Cost Schedules – Costs for all products and services must be provided in detail using the format listed below.

I. Total Cost

(Use the sum from items II through VI to give total costs for a 3-year period.)

II. Cost of Baseline Software

- Component Name
- Release Number
- One-time Cost Amounts

(This should be a firm cost associated with the functionality required for the county)

III. Cost of Modifications

- Module
- Requirement References
- Cost

(The County wishes to minimize the amount of customization although it understands some may be required. For all requirements where there will be an additional cost for customization to meet a requirement, please provide a firm fixed price. This should be itemized by requirement reference number. If possible, to group the customizations to achieve economies and therefore reduce the overall cost, please do so and explain your approach.)

IV. On-Going Maintenance

- Yearly Cost (for 3 years)

(The County intends to obtain on-going maintenance from the selected vendor to address future enhancements and support. Please provide the cost for this maintenance as it would pertain to the County's proposed software itemized for each year for a term of three years. Note: The County does not intend to begin payment of Maintenance until proposed system is "live")

V. Implementation

- Type (i.e., Project Management, Interfaces, Conversion, Training, Documentation, etc.)
- Level of Personnel (i.e., Manager, Designer, Developer, Trainer)
- Estimated Hours
- Hourly Rate
- Total Cost

(The County intends to have the selected vendor provide implementation assistance. For all areas of areas of assistance please provide a cost line in this cost schedule to include hourly/daily rates for individuals which would be involved in the project. The County expects these rates to be fixed for a period of 24 months from the time the project starts. It is intended that during the initial planning phase of this project the selected vendor and the County will jointly determine a more exact set of roles and responsibilities for County and vendor personnel.)

VI. Other Costs – including but not limited to:

- Other software costs
- Travel

(Itemize all other costs that are necessary to successfully complete the project)

Other

Include any other information the vendor desires as part of the proposal (i.e., marketing materials).

Evaluation of Proposals

Evaluation Methodology

Proposals will be evaluated based upon the vendor's perceived ability to deliver a functional solution, meeting the County's specifications in a timely manner with a minimal amount of risk. Baldwin County reserves the right to modify the evaluation criteria or waive portions thereof.

Responses to the RFP will be the primary source of information used in the evaluation process. Therefore, vendors are advised to be as complete as possible in their responses. The County reserves the right to contact a vendor to clarify any response, contact any current or past users of the vendor's system, visit any of the vendor's installations, and solicit information from any available source concerning any aspect of a vendor's response.

It is anticipated that the County and the selected vendor will enter into final negotiations to contract for the selected product. The vendor's proposal will become an integral part of the contract. Therefor the County shall expect the vendor to perform in accordance with the proposal.

The vendor's proposal, excluding cost, will be evaluated first. The cost will then be incorporated into the evaluation to determine a preferred vendor. The county will seek the "best overall proposal" not necessarily "the lowest responsible bidder".

Evaluation Criteria

The evaluation criteria that will be used to score the information provided by the vendor are listed below and will be rated on a scale of 1-3:

- Requirements – This will include an evaluation of the vendor's ability to provide the functionality that the County desires in the new system
- Vendor's Proposed Solution – This will include an evaluation of the vendor's proposed solution and the likelihood of a successful high quality and timely implementation.
- Financial Stability and Longevity – This will include an evaluation of the vendor's financial strength and long-term viability.
- Cost – This criterion will be an evaluation of the total three (3) year cost of the proposed system (to include acquisition, operating, and maintenance costs).
- Interoperability – The proposed system will be evaluated on how well it will interface with the county's existing software and operate on the county's existing infrastructure
- Reference Checks– The proposed system will be rated according to information obtained during reference checks.

An unsatisfactory evaluation on any on the above criteria may be cause for disqualification of the proposal.

Vendor's Proposed Solution

The vendor must present, in detail, the features and capabilities of the proposed application software and describe how it will meet the objectives of the project. In addition, the vendor should include a description of any features, or value-added components, included or available in the proposed software that has not been specifically requested in the RFP.

Vendors are encouraged to elaborate on the following items. However, please organize responses in the same order as this section.

Application Software

Provide a general description of the application program product and how it will meet the requirements of this RFP. Please include an explanation for each component tier.

A description of any third-party software that is required to support the vendor's proposed solution must be provided. Also, vendor should indicate whether the County must contract with the third party or if the third-party software is provided by the vendor. In addition, if the vendor provides the third-party software indicate if there are any restrictions on the use of the third-party software, or on maintenance and support, or warranty.

Releases

- Describe the vendor's release strategy.
- How many releases per year?
- What update utilities are provided to help in the migration to the new release?
- How does the vendor determine new functionality requirements to include in future releases? For example, are user groups utilized?
- What is the forum for the County being able to direct and dictate future functionality updates?
- What is the current software release?
- What release is the vendor proposing?
- When will the next release be available?
- How often are new releases made available?
- How is the introduction / availability of new releases communicated to customers and how far in advance are customers notified that the new release will be available?

New Release - Quality Assurance

The vendor should describe the quality assurance process used prior to the installation of new releases.

Customization

If the proposed system requires customization to meet requirements, how does the vendor propose to provide support for customized portions of the software?

Hardware, Operating System, and System Architecture

Hardware Environment

Provide a complete description of the recommended computer equipment. This description should include at least the following:

- A brief summary of the server manufacturer, model, and model position in the related product family.
- A list of all necessary computer equipment components required to provide optimal performance. Specification of the PC configuration the vendor recommends and the minimum configuration to run the software.
- Specification of the recommended networking architecture to support the vendor's proposed solution.
- Sizing recommendation (including):
    1. Processors
    2. RAM
    3. Disk storage
    4. Bandwidth (infrastructure)

The County retains the option to select an alternative hardware platform, if such action is determined by the County to be in the County's best interests.

Operating System

Identify the operating system that is supported by the proposed applications software and the proposed database management system in the hardware environment recommended above. In the event there are multiple operating systems available, list all options. List any operating system software support products required to support the recommended computing environment. List any additional software products required to support your proposed application software.

System Architecture

Supply a detailed statement of system architecture, including but not limited to descriptions of the following:

- Presentation/user interface
- Application/business rules and logic
- Data access and data storage system components
- Component coupling
- Program module architecture for key programs

Note: Please detail whether each component or a combination of components are capable of running on separate platforms and whether standard or proprietary interfaces are used between components. Components that have alternative implementations should be noted. The hardware requirements of each component should be stated.

Infrastructure Requirements

Vendor should provide the following information in detail as part of their proposed solution:

- Include details on hardware, not described elsewhere, that is necessary for both development and production.
- System network definition overview
- Development environment specification
- Production environment specification
- Infrastructure architecture

Standards Compliance

Provide a list reflecting compliance to industry standards (e.g., TCP/IP, OSF, SQL, etc.)

Implementation Plan

The vendor must provide a detailed implementation plan for the proposed software. The implementation plan will include a delivery schedule as well as a recommended timetable for installation and implementation of the proposed system. The vendor will describe major project milestones, the major deliverables, and provide a schedule showing approximate deliverable dates, arranged chronologically, using as the initial start date for the project. The vendor should indicate if any third parties are needed in order to implement the proposed solution. Also, describe the vendor's recommended approach for transition from the current tax systems to the vendor's proposed solution. The vendor should provide a proposed project organization structure for implementation.

This should clearly define the roles, responsibilities, and staffing levels that are recommended for a success and timely implementation.

Continuing Support and Maintenance

Specify the nature of any post-implementation support provided by the vendor, and the County's involvement associated with this support including:

- Telephone support
- Remote support
- Delivery method of future upgrades and product enhancements
- Availability of user groups

Data Conversion

The County recognizes that existing data will need to be converted to the new systems resulting from this project. The County plans to work with the selected vendor to determine the optimum amount of data to be converted. Please include an hourly rate for conversion services in your proposal.

Interfaces

The system will require sharing of data with other County systems that are not part of this procurement. The implementation of automated data interfaces between systems supplying data to the proposed system (i.e. source systems) and systems obtaining data from the proposed system (i.e. destination systems) is a critical and essential part of this project. The ability to interface with these systems are essential.

The vendor is expected to work closely with the County in developing the interface requirements and specifications. In addition, the vendor will be expected to apply appropriate validation and integrity checks

to ensure the completeness and accuracy of the data supplied by the source systems and supplied to destination systems.

In this section of the proposal, the vendor will describe its recommended approach to addressing interface issues. Include an estimate of the analysis time needed to define an approach to each interface based on the interfaces the County has described and based on their experience in working with other customers.

Training

The new system will result in the need for application software training for County user and technical staff. In this section of the proposal, the vendor will discuss the proposed approach for training staff impacted by the new system. Include a brief description of the information covered and the intended audience. Vendors must include a detailed training schedule. Indicate the costs in the Cost Schedules.

Documentation

The County believes in the need for current, clear and complete technical and user documentation. In this section of the proposal, the vendor will discuss the documentation to be included as a project deliverable. This should include:

- Type of documentation to be provided
- Number of times each document was updated within the last two years
- Number of copies provided of each type of documentation
- Methods to update documentation for future releases
- Methods to update documentation for system modifications

Acceptance Testing

The County expects the vendor to participate in testing the new system. It is important that the County understand the test protocols and procedures recommended by the vendor. In this section of the proposal, the vendor will describe suggested methods for acceptance testing of the new system. In addition, include a description of the vendor's suggested method for simulating users and network traffic, to test full load performance. The County retains the right to negotiate alternative acceptance tests and to include specific performance requirements and milestones in the final contract.

System Maintenance

The County is concerned with the future maintainability of the software provided by the vendor. The County intends to rely on the vendor for ongoing maintenance releases of all proposed software modules.

Accordingly, in this section of the proposal, the vendor must describe how future updates will be applied, in modified or unmodified form. In particular, the vendor should explain how future system releases or revisions will be provided and how compatibility to the standard version of the package software will be assured should functional modifications be made by the vendor.

Change Control Policy/Methodology

The vendor shall propose change control policies and procedures. These policies and procedures will specify how increases and decreases in scope of work will be monitored and reported. These procedures must also specify how the vendor will request and justify changes in vendor compensation due to work scope modification. The County reserves the right to approve or request a change to the proposed policy/methodology.

Performance Characteristics

In this section, the vendor will discuss the performance characteristics (response time, etc.) of the software applications being proposed, assuming that the vendor's recommended computer solutions are implemented, and assuming that no other applications are being run on the recommended computer equipment. The vendor will be expected to include system performance standards as part of the contract, and such standards will become an element of acceptance criteria for the system.

Flexibility

The system should be designed with the recognition that the County will have ever-changing requirements. As such, it should have the ability to utilize a database management system to perform administrative computing functions.

The vendor should describe how flexibility is provided in meeting the County's external and internal management reporting requirements. Also, describe how the vendor's proposed solution will provide user-controlled sequence, frequency, and content specification for production reports. Explain how the system provides a modern report/retrieval system for ad hoc report requests or the availability of an end- user report/retrieval facility associated with the database product. Include examples of reports that can be easily produced by the system.

System Security

Provide a description of how the vendor's proposed solution provides system and application security controls in order to prevent unauthorized use of the database, restrict access to the database, maintain database process controls, and log all database transactions. In addition, explain how the vendor's proposed solution will provide security to limit availability to application software screens, data elements, and the contents of data elements, where appropriate.

Audit Trail

Describe in detail the audit trail capabilities of the proposed system.

Process Controls

Describe how the proposed system provides the following process controls:

- Comprehensive edit controls which, for example, prevent incomplete or incorrect data from being processed.
- Programmatic control of the process flow to prevent information from being processed in the wrong sequence.
- Processing cycles completed in a logical, prescribed order.
- Integrity of data entering the database, safeguarded through editing criteria.

Operational Efficiency

Describe how the proposed system satisfies operational efficiency from both a technical and a functional perspective.

Technical efficiencies can be achieved through modern development methodologies and programming techniques, and through the utilization of a well-defined applications specific database management system.

Functional efficiencies can be achieved by providing on-line, real-time, data inputting, scheduling and table maintenance, error correction, workflow management, and management reporting capabilities in control of the end-user.

Database Software

Provide a description of the Database Management System (DBMS) that best supports your application.

Multi-tasking

Describe how the proposed system permits simultaneous database accesses, permitting simultaneous access to files and queuing update requests at the record or field level when field contention prevents simultaneous updates. In addition, indicate the method used to permit concurrent processing of batch and on-line jobs accessing the same data files and database.

Logging, Restart, and Recovery

Describe how the proposed system provides database restart capabilities, as well as database access activity logging and back out.

Administrative Tools

Describe any administrative tools included with the system.

Data Import Utility

Describe how the proposed system includes a data import utility, which permits transferring data from other data files into the database.

End-User Query Facility

Describe how the proposed system has end-user query facilities, which permit easy access to the information in the database.

Technical Requirements

Technical Requirements must be provided in this section of the proposer's proposal. The following response key code must be used when responding to the requirements:

Y	Meets Requirements
E	Meets requirements in another manner
RW	Meets requirements with the use of a "report Writer".
F	Functionality available in a future release
MN	To be modified, at no cost, to meet requirement
MC	To be modified, for a fee, to meet requirement
N	Will not meet requirement

Proposers must use only one code per requirement. Any requirement that is answered in any other way will be treated as a negative, non-response. Proposers may utilize the comments column to add detail of how the solution meets each requirement, cross-referencing specific requirement numbers. Proposers should place the response code in a separate column in bold type. The proposals submitted, including requirement responses, will be attached to the software license and implementation services contract.

All responses that indicate meets requirement, configurable or customizable functionality should be included in the costs submitted in this proposal. In addition, customization costs should be broken out by specific requirement. Functionality available in future versions should not be considered during response to the requirements in this proposal.

Response Codes: Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item Requirement Description **Response** **Comments**

Item	Description	Response	Comments
	General		
1	All historical data is to be converted to the new system		
2	Rounding of final values to any user specified value (e.g. 100)		
3	Compliance with rules and regulations of Alabama Department of Revenue, State Treasurer, and other controlling entities		

	Mapping		
1	Enter information from deeds and other documents to update real property		
2	Change forms to include name and address of new owners, reason for change, legal description, previous owner name, subdivision, deed reference and date, mapper ID, date of update, etc.		
3	Interface with Delta Computer System's deed software		
4	Store and recall document images		
5	Link document image to parcel(s)		
6	Tool to generate new subdivision parcels with minimum effort		
7	Allow updates to current and future year		
8	Upon update, allow mapper to choose routing of assessment change request as necessary		
9	Print mapping change forms		
10	Print deed log		
11	Inquire and/or list all change forms by various selections including parcel, subdivision, mapper ID, etc.		
12	Convert all current and historical change forms data		
13	Automatically update sales ratio file if a change in ownership is indicated		

Response Codes: Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
14	Automatically remove homestead exemption status if a change in ownership is indicated		
15	Maintain/list tax districts		
16	Maintain/List subdivision codes (10 character minimum)		

	Assessing		
1	Maintain assessment change forms		
2	Change forms to include name and address of new owners, reason for change, revised legal description, previous owner name, subdivision, deed reference and date, mapper ID, date of update, etc.		
3	Ability to track completion status for mapping, appraisal, assessing, personal property and collector		
4	Print change forms		
5	List change forms by various criteria including parcel, subdivision, date, routing/status, user ID, effective year, etc.		
6	Edit abstract using change forms		
7	Edit abstract directly without a change form		
8	Edit owner accounts and exemptions		
9	Update tax class and exemption status		
10	Log all address changes		
11	Ability for supervisor to control and limit access and processes by user id		
12	Track homestead renewals		
13	Automatically update homesteads if not renewed		
14	Ability to print homestead renewal forms and prepare and export a file for outsource printing		
15	Maintain HB783 Exemptions		

Response Codes: Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
16	Print letters to new owners who must apply for current use valuation		
17	Maintain Exemption codes/amounts		
18	Maintain Tax Districts/millages		
19	Maintain special assessments		
20	Enter public utilities from state		
21	Generate tax bills		
22	Prepare tax abstract and export data to state		
23	Print statement for single account		
24	Print statement for single property		
25	Export tax statement to outsource printer. Note that real property tax and personal property tax statements are combined into a single statement.		
26	Enter Credits		
27	Enter Supplements		
28	Enter Escapes		

	Real Property Appraisal		
1	Maintain building permits		
2	Ability to import permits from external system		
3	List completion status of permits by date, user id, parcel, etc.		
4	Link permits to parcels		
5	List all changes in value by date, userid, locator, etc.		

Response Codes: Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
6	Parcel count by locator		
7	Print property record card including sketch from Apex and photography		
8	Update appraisal with or without using assessment change form		
9	Update neighborhood codes (15 characters minimum)		
10	Link to digital photography		
11	Process to build new neighborhoods from existing parcels by selected criteria (subdivision, neighborhood, parcel number range, etc.)		
12	Maintain Neighborhood Code and controls		
13	Neighborhood controls to include land factor by appraisal method, building factor by building classification, market adjustment percent by building classification, default pricing tables		
14	Batch remove use value designation when property changes ownership		
15	Ability to move appraisal from/to parcels		
16	Maintain lists of selected properties via data entry or by output from query		
17	Ability to run reports based on parcel list		

	Land Appraisal		
1	Appraise land by front foot, square foot, base value, small tract acreage, market acres, buildable units/ponds, additional site values		
2	Maintain small tract tables		
3	Allow linear interpolation of small tract values		
4	Maintain pricing and adjustment tables		
5	Allow up to 5 adjustments per land appraisal line item		
6	Calculation of use values based on tables where appropriate		

Response Codes: Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
7	Show historical values for reference purposes		
8	Provide for developer discounted value		
9	Provide for BOE value		
10	Batch change/update land appraisal using selection criteria		
11	Batch add/remove comment		
12	Batch add/remove adjustments		
13	Maintain land use codes including agricultural use value where appropriate		
14	Maintain depth tables/percentages		
15	Ability to mix use and market value on a parcel		

	Building Appraisal		
1	Enter all information necessary to complete appraisal per state guidelines		
2	Link to Apex building sketch program and update building areas form sketch information		
3	Maintain unit codes/descriptions for exterior walls, roof type, roof material, etc.		
4	Maintain structure codes		
5	Maintain depreciation schedules		
6	Maintain heating and air conditioning tables		
7	Maintain base rate tables		
8	Maintain extra feature codes and values		
9	List buildings by code, locator, dates, appraisal method, etc. Report option for detail for all buildings or summary by building code.		
10	Maintain value list of condo units by square footage		

Response Codes: Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
	Sales Ratio		
1	Maintain unlimited sales for properties		
2	List of sales by various selection criteria		
3	Allow entry of land price, building price, or total as appropriate		
4	Flag sales to be included on sales ratio report		
5	Export sales to state in prescribed format		
6	Print sales ratio report		
7	Print sales ratio report with user entered selections for land use codes, adjustment types, valuation method and other data contained in the sale file in order to segregate different classifications of property		
8	Interactive adjustment of sales with update option		
9	Display sales on map		
10	Print market trend analysis for selected time frame/neighborhood		
11	Print list of sales by various selection criteria		

Response Codes: Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
	Board of Equalization		
1	When all of the updates are complete for the upcoming tax year, all of the pertinent data is copied to a BOE snapshot library. In this library, all of the steps to produce the tax bills are completed. The BOE valuation notices are prepared showing the values and tax amounts for the upcoming year. A file is prepared and sent to an outsource printer for processing and mailing. Once this is complete, the BOE snapshot library is copied again into an BOE working Library. The snapshot library is used for inquiry purposes only without any modification allowed. The working library is used to enter any changes per the BOE outcome. The snapshot library is compared to the working to assure all updates have been entered.		

	Personal Property		
1	Maintain personal property renditions per state guidelines		
2	Interface with state OPPAL system		
3	List of personal property using various criteria		
4	Print renditions per the latest revision of state form ADV-40		
5	Prepare text file of rendition for export to outsource printer		
6	Maintain depreciation tables		
7	Maintain business codes and grid values		
8	Automatically add penalties and fees based on filing date of rendition and user specified adjustments (penalty and/or market addon percent)		

Response Codes: Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
9	Link personal property to real property in order to combine tax bills. Only selected business ID codes are included in the process.		
10	Automatically compute value based on condominium square footage.		
11	Single keystroke to all penalty and fee to all detail items		
12	Ability to penalize on a line item by line-item basis		
13	Maintain BOE value and year		
14	Batch remove BOE Values		

	Collections		
1	Maintain Exemption codes/amounts		
2	Maintain Pay to Codes/Names		
3	Maintain allocations for salary, supernumerary, reappraisal, etc.		
4	Enter Collections		
5	Pay off single parcel		
6	Pay all parcels by owner account		
7	Edit collection record within allowed controls		
8	Reprint a receipt		
9	Reverse a collection		
10	Create a batch of bills to be paid		
11	Enter mobile home decals even if not tax is due		
12	Scan multiple payments via barcode		
13	Calculate all appropriate fees and interest		
14	Date and time stamp all records		
15	Distinguish cash, check and credit card payments		

Response Codes: Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
16	Import Collections from Online Payments		
17	Import Collections from lockbox processor		
18	Import Collections from scanned checks		
19	User/Cash drawer and date supervisory controls		
20	Maintain tax bill alerts		
21	Daily Checkup report		
22	Post collections to cashbook		
23	Export statements for mortgage companies		
24	Import mortgage company requests/payments		
25	Post mortgage company payments. Note the mortgage company payment may update a combination of real and personal property tax bills		
26	Fairhope Single Tax Corporation processing		
27	Automatic delinquent processing		
28	Prepare bi-monthly settlement reports		
29	Post amounts to check book		
30	Split total of fire tax amounts into 37 payments for each fire district		
31	Print checks		
32	Prepare final accounting reports per state guidelines		

	Redemptions		
1	Ability to redeem both old and new format sales (County switched to tax lien auction in tax year 2018)		
2	Ability to enter state assignments		
3	List redemptions		
4	Collect monies for redemptions		
5	Post collections to depository		
6	Prepare purchaser statements		
7	Prepare settlement report and print checks		

Response Codes: Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
8	Maintain purchaser file		
9	Interface with external tax auction service such as GovEase		
10	Webhost tax sale records		
11	Print Redemption Certificate		
12	Manage assignments of tax liens		
13	Print certificate of tax lien by purchaser		
14	Print notice to owner after auction		
15	Disposition list of unsold properties		
16	Ability to auction multiple years if unsold		
17	Prepare redemption estimate		
18	Print notices to purchasers after redemption		

Costs

Baseline Software	One Time Cost		Ongoing Costs Year1	Year2	Year3
CAMA					
Personal Property					
Collection and Billing					
Report Writer					
Interfaces					
Other (please specify)					
Total Software Cost					
Cost of Modifications					
On-Going Maintenance					
Other Costs					
Implementation Services					
Training (including travel expenses)					
Conversions					
Other (please specify)					
Total Other Costs					
Total Cost					

Total Three-Year Cost	

It is understood by the Proposer that Baldwin County reserves the right to reject any and all Proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and rebid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

Proposer

Date

Authorized Signature

Please type orprint name

REQUEST FOR PROPOSAL RESPONSE FORM

ONLINE TAX SALE SERVICES FOR THE BALDWIN COUNTY COMMISSION

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

_____

_____

Name of Company Representative: _____

Position: _____

Phone: _____

Fax: _____

Email: _____

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 Request for Proposals 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 Proposals for Property Tax Software 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 twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) additional twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or

nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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

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

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

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

COUNTY		ATTEST:	
_____/_____		_____/_____	
JAMES E. BALL, Chairman	/Date	WAYNE DYESS, County Administrator	/Date

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and 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 _____, 2021.

_____
Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider Name

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2021.

_____
Notary Public, _____
My Commission Expires

Baldwin County Commission

Agenda Action Form

File #: 22-0224, **Version:** 1 **Item #:** BJ1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Huey Hoss Mack, Sheriff of Baldwin County
Submitted by: Connie Dudgeon, Director of Finance, BCSO

ITEM TITLE
*Submission of the Baldwin County Sheriff's Office Equitable Sharing Agreement and Certification Report for the Department of Justice and the Department of Treasury for Fiscal Year Ending September 30, 2021

STAFF RECOMMENDATION
Take the following actions:

1) Approve the Baldwin County Sheriff's Office to submit the Equitable Sharing Agreement and Certification Report for Fiscal Year 2020-2021, to the U.S. Department of Justice, detailing the funds received and spent by the Baldwin County Sheriff's Office from federal forfeited cash from cases that the Baldwin County Sheriff's Office has participated in during the Fiscal Year 2020-2021; and

2) Authorize Connie Dudgeon, Director of Finance for the Baldwin County Sheriff's Office, to upload the Agreement to the Department of Justice through their eShare portal.

BACKGROUND INFORMATION

Previous Commission action/date: 11/17/2020

Background: **Agreement forthcoming from staff.**

The Baldwin County Sheriff's Office participates in the Federal Equitable Sharing Program with the Department of Justice and the Department of Treasury. The Baldwin County Sheriff's Office receives forfeited cash and property from federal cases that the Baldwin County Sheriff's Office participates in. An annual report is required to be submitted within sixty (60) days of the fiscal year end to the Department of Justice and Department of Treasury showing the amount of funds the Baldwin County Sheriff's Office received during the fiscal year and how those funds were used. The Office of Examiners of Public Accounts audits this account each year when the Baldwin County Commission is audited.

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: Administrative Staff and Connie Dudgeon

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administrative Staff: Send executed Agreement to Connie Dudgeon at BCSO.

Connie Dudgeon will upload the executed Agreement to the Department of Justice and will provide the Baldwin County Commission verification for their records that the Agreement was uploaded and accepted by the Department of Justice.

Additional instructions/notes: N/A

OMB Number 1123-0011
Expires: December 31, 2021

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: AL0050000
Agency Name: Baldwin County Sheriff's Office **Type:** Sheriff's Office
Mailing Address: 310 Hand Avenue
Bay Minette, AL 36507

Agency Finance Contact
Name: Dudgeon, Connie M
Phone: 2515802508 **Email:** cdudgeon@baldwincountyal.gov

Jurisdiction Finance Contact
Name: Harrison, Cian
Phone: 2519370303 **Email:** Cian.Harrison@baldwincountyal.gov

ESAC Preparer
Name: Dudgeon, Connie M
Phone: 2515802508 **Email:** cdudgeon@baldwincountyal.gov

FY End Date: 09/30/2021 **Agency FY 2022 Budget:**

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$518,939.54	$5,701.63
2	Equitable Sharing Funds Received	$26,135.90	$7,579.92
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$7,694.60	$428.50
5	Interest Income	$659.40	$7.80
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$34,489.90	$8,016.22
7	Equitable Sharing Funds Spent (total of lines a - n)	$201,061.49	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$352,367.95	$13,717.85

[1] Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2] Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$199,167.24	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$1,894.25	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$201,061.49	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	$7,694.60	$428.50

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: James Hall
Company: Alabama Department of Public Examiners
Phone: 334-242-9200 **Email:** James.Hall@examiners.alabama.gov

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES [X] NO [ ]

Prior year Single Audit Number Assigned by Harvester Database: 878586

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency’s fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Mack, Huey Hoss
Title: Sheriff
Email: hmack@baldwincountyal.gov

Signature: Submitted Electronically Date: 11/16/2021

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: James E. (Jeb) Ball
Title: Chairman, Baldwin County Commi
Email: Jeb.Ball@baldwincountyal.gov

Signature: Submitted Electronically Date: 11/16/2021

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Baldwin County Commission

Agenda Action Form

File #: 22-0202, **Version:** 1 **Item #:** BL1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Allison Owens, Operations Support Manager

ITEM TITLE
Revision of Baldwin County Commission Policy #7.4 - Solid Waste Landfill Tipping Fees and Commercial Account Late Fees

STAFF RECOMMENDATION
As relates to the Baldwin County Commission (Environmental Management Department) Policy #7.4, take the following actions:

1) Adopt Resolution # 2022-023, which approves the amendment of Policy #7.4 - Solid Waste Landfill Tipping Fees and Commercial Account Late Fees; and

2) Authorize the Baldwin County Solid Waste Department to establish an account with Experian for the purpose of verifying credit eligibility for commercial credit accounts at the landfill.

BACKGROUND INFORMATION

Previous Commission action/date: August 6, 2019 - Last Policy #7.4 revision by BCC

Background: The updated Policy #7.4 lists new requirements for commercial account eligibility. New requirements include an application with a fifty-dollar ($50.00) non-refundable deposit and a credit check through Experian along with credit references.

FINANCIAL IMPACT

Total cost of recommendation: $39.95 or $49.95 per report

Budget line item(s) to be used: 51054300 51500

If this is not a budgeted expenditure, does the recommendation create a need for funding?
Cost to be offset by application fee charged to the Applicant.

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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 Solid Waste Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Account set up with Experian

Additional instructions/notes: Administration staff: update policy books and send notification email.

cc:
Terri Graham
Allison Owens
Cian Harrison
Christie Davis
Eva Cutsinger

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-023
OF THE
BALDWIN COUNTY COMMISSION

PROVIDING FOR SOLID WASTE LANDFILL TIPPING FEES AND COMMERCIAL ACCOUNT LATE FEES, SPECIFICALLY AMENDING A BALDWIN COUNTY COMMISSION POLICY RELATED THERETO TO ACCOMPLISH THE SAME.

WHEREAS, Baldwin County Commission Policy #7.4 provides for the processes/procedures related to Solid Waste Landfill Tipping Fees and Commercial Account Late Fees; and

WHEREAS, the Baldwin County Mandatory Public Participation Solid Waste Program is authorized pursuant to certain actions of the Baldwin County Commission and remains compliant with Section 22-27-1, et seq., Code of Alabama 1975 (Solid Wastes and Recyclables Materials Management Act), and without limitation; and

WHEREAS, at this time, the Baldwin County Commission desires to amend Baldwin County Commission Policy #7.4; however, for said policy to be amended and to be compliant with the aforesaid applicable Alabama law, specifically Section 22-27-5 (a) and (e), Code of Alabama 1975, and without limitation, a resolution must be adopted by the Baldwin County Commission to accomplish the same; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, in compliance with Section 22-27-1, et seq., Code of Alabama 1975 (Solid Wastes and Recyclables Materials Management Act), specifically Section 22-27-5 (a) and (e), Code of Alabama 1975, and without limitation, Baldwin County Commission Policy #7.4 is hereby amended to read in its entirety as set forth in Exhibit "A" (deletions set forth in RED as struck through and inclusions set forth in BLUE as double underlined) hereto and shall become effective immediately.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 16th day of November 2021.

_____
James E. Ball, Chairman

ATTEST:

_____
Wayne Dyess, County Administrator

BALDWIN COUNTY COMMISSION

POLICY #7.4		
Subject	Solid Waste Tipping Fees and Commercial Account Late Fees	
Date Adopted	~~August 6, 2019~~ November 16, 2021	
Agenda Item	TBD	
Obsolete Versions	February 19, 2008	Minutes, Page 26
	September 17, 2013	BG1
	June 3, 2014	BF2
	October 4, 2016	BH1
	February 19, 2019	BL3
	August 6, 2019	GK1

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POLICY STATEMENT

This policy outlines the Baldwin County Solid Waste Department's Landfill Tipping Fees and Commercial Account Late Fees established by the Baldwin County Commission (see Resolution #2022-023~~19-122~~; November 16, 2021, ~~August 6, 2019~~ regular meeting).

PROCEDURAL REQUIREMENT

1. The rates set forth in the table below are the established Solid Waste Landfill Tipping Fees of the Baldwin County Commission.

Landfill Tipping Fees
(Minimum charge of $4.00 per load)

COMMODITY	RATE PER TON (UNLESS OTHERWISE NOTED)
ASBESTOS	$40.00
CARRION	$40.00
C&D	$18.00

C&D SPECIAL HANDLING	$25.00
C&D CY (Option For Customers With Approved Containers Only **)	$18.00/TON or $4.50/YARD (plus $1.00/Ton for each ton over the 7.5 ton threshold)
COMMERCIAL GARBAGE	$33.00
COMPOST	$25.00
CUT/SHREDDED TIRES	$18.00
COMMERCIAL PAINT	$15.00 PER GALLON
HOUSEHOLD HAZARDOUS WASTE	$2.00 PER GALLON/EACH
RESIDENTIAL GARBAGE (*BCSWMP Participants)	$30.00
SEPTAGE	$20.00
SPECIAL HANDLING/ INDUSTRIAL WASTE	$40.00
COMMERCIAL E-WASTE	$10.00 PER ITEM
TIRES <20 INCHES	$3.00 EACH
TIRES >20 INCHES	$10.00 EACH
WHITE GOODS/METAL	$18.00

*BCSWMP refers to the Baldwin County Solid Waste Management Plan

Transfer Station Commercial and Municipal Tipping Fees

(Residential, Non-Commercial Customers utilizing the transfer station will continue to be charged the Landfill Tipping Fee gate rates, with a minimum charge of $4.00 per load)

COMMODITY	RATE PER TON (UNLESS OTHERWISE NOTED)
C&D	$33.00
C&D CY (Option For Customers With Approved Containers Only **)	$33.00/TON or $8.25/YARD (plus $1.00/Ton for each ton over the 7.5 ton threshold)
COMMERCIAL GARBAGE	$48.00
COMPOST	$25.00
CUT/SHREDDED TIRES	$33.00
COMMERCIAL PAINT	$15.00 PER GALLON
HOUSEHOLD HAZARDOUS WASTE	$2.00 PER GALLON/EACH
RESIDENTIAL GARBAGE (*BCSWMP Participants)	$30.00
SPECIAL HANDLING/ INDUSTRIAL WASTE	$55.00
COMMERCIAL E-WASTE	$10.00 PER ITEM
TIRES <20 INCHES	$3.00 EACH
TIRES >20 INCHES	$10.00 EACH
WHITE GOODS/METAL	$33.00

*BCSWMP refers to the Baldwin County Solid Waste Management Plan

** To have the option to choose between Tonnage or Cubic Yard rate, Customers must submit an application for container stickers (by size for each group of containers). BCSW will provide stickers. Containers without stickers will be charged the applicable tonnage rate.

In the event the scales are not operational, or the debris event results in the Baldwin County Commission activating the county's debris removal and disposal services or other approved

county contractor, the following cubic yard rates shall apply as the Baldwin County Commission's Landfill Tipping Fees and Transfer Station Tipping Fees

COMMODITY	Cubic Yard Rates (based on a 4:1 ratio Tons: Yards)	
	Landfill	Transfer Station
C&D AND VEGETATIVE DEBRIS	$4.50	$8.25
MSW – MUNICIPAL SOLID WASTE (Residential)	$7.50	$7.50
MSW – MUNICIPAL SOLID WASTE (Commercial)	$8.25	$12.00
SPECIAL HANDLING / INDUSTRIAL WASTE	$10.00	$13.75

On October 1, 2008, Baldwin County Solid Waste began assessing a late fee to any outstanding balance carried by a commercial account. Commercial accounts are defined as those customers who have applied for and been extended charging privileges at County maintained landfills. Those customers are billed monthly with the expectation that their account will be paid in full prior to the next billing.

2. Commercial Account Eligibility
   a. Landfill Credit Account Application with fifty-dollar ($50.00) **non-refundable** deposit.
   b. Credit Check through Experian and/or credit references.
   c. Account establishment will be based on the a-forementioned criteria and approval by the Development and Environmental Director.

3. Account Late Fees

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Commercial

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A two percent (**2%**) late fee, with a minimum late fee of $10.00, will be imposed on all commercial charge accounts that become delinquent as defined by the following:

1. Payment is due by the 5th of each month.
2. If payment is not received by the 15th of each month, a 2% fee will be applied to any outstanding balance.

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Waiving of Late Fees

1. **Customer Courtesy** – A one-time ten dollar ($10.00) late fee waiver, per collection account may be administratively waived by the Senior Accountant.

2. **System Error** – Late fee(s) of ten dollars ($10.00) or more billed due to system error and/or system limitations may be administratively waived by the Senior Accountant with subsequent review of the Development and Environmental Director.

3. **Administrative (Other)** –Late fee(s) of ten dollars ($10.00) or more may be administratively waived for accounts with good historical payment history due to extenuating circumstances as deemed necessary by the Senior Accountant with subsequent review of the Development and Environmental Director.

4. **Baldwin County Commission Waiver** – The Baldwin County Commission reserves its right to waive any late fees for any reason as it determines appropriate and as approved in session assembled.

FORMS/ATTACHMENTS/EXHIBITS

1. ~~N/A~~ Landfill Credit Account Application
2. Credit Authorization Certificate

LANDFILL CREDIT ACCOUNT APPLICATION

Baldwin County Solid Waste Phone: 251-972-6878 Fax: 251-580-2582	**Magnolia Landfill** 15093 Landfill Drive Summerdale, AL 36580 Phone: 251-972-8574	**MacBride Landfill** 26941 McBride Road Loxley, AL 36551 Phone: 251-972-8508	**Eastfork Landfill** 17917 CC Road Elberta, AL, 36530 Phone: 251-972-8553	**Bay Minette Transfer Station** 42901 Nicholsville Road Bay Minette, AL 36507 Phone: 251-580-1898

Customer Name	Phone	Fax

Billing Address	City	State	Zip Code

Physical Address	City	State	Zip Code

Business Owner/President	Phone	Cellular	E-Mail

Accounts Payable Contact	Phone	Cellular	E-Mail

TAX ID: _____ Date Business Started: (mm/yy) _____

Estimated Disposal Material Generated: _____ TONS/YEAR

Type of Disposal Material Being Transported: _____

Are you currently, or have you in the past, done business with Baldwin County Solid Waste? Yes _____ No _____

I do hereby state, that I am authorized to arrange for the handling and disposal of the above referenced materials. I am further authorized to commit the above noted firm to pay all costs associated with disposal of said materials. It is further understood that the Baldwin County Commission establishes Rates & Fees, these are outlined by BCC Resolution 2022-023 and BCC Policy #7.4.

Signature: _____ Date: _____

**I hereby certify that no Hazardous Waste will be brought to any Baldwin County Solid Waste Facility and in the event Hazardous Waste, as defined by ADEM, is identified after disposal, remediation costs and penalties shall be imposed to the account holder.*

DO NOT WRITE BELOW THIS LINE / OFFICE USE ONLY

Approved by _____ **Date**_____
Terri Graham, Development and Environmental Director

Account Number	Credit Limit	Date Opened	Opened by

LANDFILL CREDIT ACCOUNT APPLICATION

Trade References: (No Financial Institutions or Credit Card Companies)

Company Name:	Contact:
Address	City State Zip
Phone Number:	Fax/Email:
Company Name:	Contact:
Address	City State Zip
Phone Number:	Fax/Email:
Company Name:	Contact:
Address	City State Zip
Phone Number:	Fax/Email:

Billing is once monthly & E-Invoicing is available. This account requires payments (checks) to be mailed to 15093 Landfill Drive, Summerdale, AL 36580. No online payments or Credit Card payments can be accepted. ACH is available.

If credit is granted, I/we promise to pay bills when rendered. I/we understand all invoices are payable 15 days from receipt of invoice. In the even payment is not made and my/our account is referred to a collection agency or attorney, I/we will pay cost of collection. If legal action is required, I/we will pay reasonable attorney's fees resulting from such action. I/we authorize the above listed trade references to release to Baldwin County Solid Waste any credit or financial information that Baldwin County Solid Waste may request. I/we acknowledge that the extension of credit will be at the sole discretion of Baldwin County Solid Waste.

Commercial Account Late Fees: Payment is due by the 5th of each month. A two percent (2%) late fee with a minimum late fee of $10.00 will be imposed on all commercial charge accounts that payment is not received by the 15th of the month.

Return Check Policy: An NSF fee of $30.00 will be added to your account on all return checks.

Terminating Account: The customer is responsible for notifying Baldwin County Solid Waste to close their account.

Please Describe Your Vehicle(s):

DRIVER	VEHICLE NUMBER	MAKE OF VEHICLE	LICENSE NUMBER

***Baldwin County Solid Waste (BCSW) requests that your company name, as referenced on this application, be displayed on your vehicles and/or trailers to ensure charges are posted to account correctly. The driver of unmarked or unidentified vehicles may be asked to produce ID and be authorized, prior to dumping/disposal, to charge on account. For drivers not identified on this form, BCSW will require written notification from your account contact prior to disposal.**

Initial _____

CREDIT AUTHORIZATION CERTIFICATE

Date: _____

I (We) have applied for a charge account with Baldwin County Solid Waste (BCSW). This letter is your authorization to:

A. Order a credit report on me (us) from the Credit Reporting Agency of your choice; and

B. Verify and re-verify, where necessary, and bank accounts which I (we) list on our credit application; and

C. Verify and re-verify, where necessary, business licenses I (we) hold, issued by applicable licensing departments of city, county, and state agencies; and

D. Obtain any information from any source the County deems necessary in processing my (our) credit application or in monitoring and credit activities after my (our) credit application has been processed and approved. I (we) agree to cooperate fully in any credit monitoring procedures.

BCSW, any bank, or creditor are authorized to accept a photocopy or facsimile copy of this letter and my (our) signature(s) to release information.

_____

Applicant Signature

_____

Applicant's Name (Please Print)

_____

Company Name (Please Print)

Baldwin County Commission

Agenda Action Form

File #: 22-0225, **Version:** 1 **Item #:** BL2

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
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 - November 2021

STAFF RECOMMENDATION
Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of $1,999.95.

BACKGROUND INFORMATION

Previous Commission action/date:
10/21/2021 - Commission approved to write off $895.00 of uncollectible residential garbage accounts.

Background:
The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy, Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains “Past Due” watermark.

2. If account is not brought current by the first week of the following billing month, a Notice of Show Cause Hearing is mailed immediately.

3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney’s office.

4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.

5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution

FINANCIAL IMPACT

Total cost of recommendation: $1,995.00

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
November 2021

BillToName	BillToCity	BillToState	Reason	Service Fees	Late Fees	BalanceTotal	DA Letter	Cert SC	Summons
Contreras, Luis	Foley	AL	Unable to Locate	$ 178.00	$ -	$178.00	X	X	X
Crawford, Donald	Foley	AL	Deceased - DOD: 08/07/2021	$ 128.00	$ -	$128.00			
Edwards, Celester	Fairhope	AL	Deceased - DOD: 08/15/2021	$ 505.95	$ -	$505.95	X	X	X
Edwards, Celester - 002	Fairhope	AL	Deceased - DOD: 08/15/2021	$ 496.00	$ -	$496.00	X	X	X
Goble, Sherri	Norman	OK	Out of State	$ 127.00	$ -	$127.00	X	X	
Jones, A. C.	Stockton	AL	Deceased - DOD: 01/07/2021	$ 54.00	$ -	$54.00		X	
Stokley, Tina	Wilmer	AL	Out of County	$ 96.00	$ -	$96.00	X	X	
Tibbs, Jonathan	Las Vegas	NV	Out of State	$ 112.00	$ -	$112.00	X	X	
Walker, Brandon	Foley	AL	Unable to Locate	$ 240.00	$ -	$240.00	X	X	
Watson, Heather	Lillian	AL	Unable to Locate	$ 63.00	$ -	$63.00	X	X	
						$ 1,999.95			

Baldwin County Commission

Agenda Action Form

File #: 22-0103, **Version:** 1 **Item #:** BL3

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Allison Owens, Operations Support Manager

ITEM TITLE
*Lease Agreement Renewal for Murphy's Quality Hay for County-owned Property at Magnolia Landfill

STAFF RECOMMENDATION
Approve a Lease Agreement between Baldwin County Commission and William B. Murphy, III d/b/a Murphy's Quality Hay, for the lease of nine acres at Magnolia Landfill for Mr. Murphy to grow and harvest peanut crops. The rental payment shall be payable in an annual advance lump sum payment of Four Hundred Fifty Dollars ($450.00).

Agreement shall commence on November 16, 2021 and expire on November 15, 2023, unless sooner terminated by either party, with or without cause or reason, with a forty-five (45) day written notification to the other party, in accordance with said Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: September 20, 2019

Background: **Exhibit A of Lease Agreement forthcoming from staff.**

Baldwin County owns approximately 800 acres of property at the Magnolia Landfill. The Baldwin County Commission currently has an agreement with Murphy Quality Hay (approved during the September 20, 2019, regular meeting) for Mr. Murphy to grow and harvest peanut crops on a portion of the property located on the east side of the landfill property in and around the Alabama Department of Public Health (ADPH) permitted, Bio Solids Land Application area. The current Agreement expires on November 3, 2021.

The consideration for this Lease Agreement shall be Fifty Dollars ($50.00) per acre of identified cultivated land, as determined by Lessor, for two-year lease term period from November 16, 2021, to November 15, 2023. There being approximately nine (9) acres hereby leased, the annual rental payment shall be Four Hundred Fifty Dollars ($450.00).

The Baldwin County Solid Waste Department will continue to maintain the land application area as

specified in the permit.

FINANCIAL IMPACT

Total cost of recommendation: Revenue: $450.00 paid annually to the Baldwin County Solid Waste Department.

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

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Mr. William B. Murphy, III
Murphy's Quality Hay
19045 Underwood Road
Foley, Alabama 36535

Additional instructions/notes: N/A

powered by Legistar™

STATE OF ALABAMA)
BALDWIN COUNTY)

LEASE AGREEMENT

WHEREAS, this Lease Agreement is made and entered into by and between the BALDWIN COUNTY COMMISSION, hereinafter called "LESSOR," and WILLIAM B MURPHY III, d/b/a MURPHY'S QUALITY HAY, hereinafter called "LESSEE;" and

WHEREAS, the parties hereto have previously contracted to lease this same property in question and for the same purposes; and

WHEREAS, said previously executed Lease Agreement is due to be terminated and renewed by the execution of a new Lease Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, LESSOR does hereby DEMISE and LEASE to LESSEE, and LESSEE does hereby LEASE from LESSOR, subject to the terms and conditions set forth herein, for the limited purpose of peanut farming, portions of the following described property situated in Baldwin County, Alabama, to-wit (the "leased property"):

That portion of Baldwin County Tax
PARCEL ID # 05-55-02-10-0-000-007.000
identified as cultivatable land by the
Baldwin County Solid Waste Director,
not to exceed nine (9) acres. (see Exhibit A)

1. **TERM**: The term of this Lease Agreement shall be from November 16, 2021, to November 15, 2023, unless sooner terminated. This Lease Agreement may be terminated by either party, with or without cause or reason, with a forty-five (45) day written notification to the other party.

2. **CONSIDERATION/PAYMENTS**: The consideration for this Lease Agreement shall be Fifty Dollars ($50.00) per acre of identified cultivatable land, as determined by Lessor, (see Exhibit A), for the two-year lease term period. There being

approximately nine (9.0) acres hereby leased, the annual rental payment shall be Four Hundred Fifty Dollars ($450.00). The rental payment shall be payable in an annual advance lump sum payment of Four Hundred Fifty Dollars ($450.00). All lease payments shall be made payable to LESSOR with lawful funds of The United States of America at the following address: Baldwin County Commission, Attention: Baldwin County Solid Waste, 15140 County Road 49, Summerdale, AL 36580.

3. **USAGE**: For and during the term of this Lease Agreement, LESSEE agrees to plant and farm peanuts on all suitable land, approved by the Lessor, located on the herein leased property during the term of said Lease Agreement. LESSEE warrants and guarantees that he shall do nothing to encumber, lien or otherwise adversely affect the title to the real property. Notwithstanding anything herein written or implied by this Lease Agreement, nothing shall prevent the LESSOR from accessing and utilizing the subject property for any storage.

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

5. **LIABILITY**: LESSOR shall not be responsible or liable for any work performed by the LESSEE, its agents, servants or employees during the term of the said Lease Agreement, and LESSOR shall not be responsible or liable to any person for any accident or injury incurred by the reason of the LESSEE's farming operation on said property. To the fullest extent allowed by law, Lessee shall indemnify, defend and hold the Lessor, Baldwin County, Baldwin County Solid Waste and their Commissioners, departments, department heads, affiliates, employees, agents, and representatives (collectively referred to in this section as "Lessor") 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 the Lessor, as a result of or in any manner related to the Lessee's use of the leased property pursuant to this Agreement or related to any act or omission by the Lessee. This indemnification provision shall survive the expiration or termination of this Agreement.

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

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

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

9. **DUTY OF CARE AND PRESERVATION**: LESSEE agrees and covenants to cultivate the farm during the term hereof in an efficient, economic and husband like manner and to employ all modern methods of farming as are customarily practiced in the area. LESSEE agrees to operate the leased premises with care and not to permit waste of the said property nor destroy or remove without the consent of the owner any improvements on said property.

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

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

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

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

14. **BINDING**: This Lease Agreement shall be binding on the LESSOR's successors and assigns.

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

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

17. **ENTIRE UNDERSTANDING**: This Lease Agreement shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alternation of the terms hereof shall be binding

unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

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

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

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

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

BY:_____/_____
JAMES E. BALL /Date
Chairman

ATTEST:

BY:_____/_____
WAYNE DYESS /Date
County Administrator

LESSEE:
William B. Murphy, III, d/b/a
Murphy's Quality Hay
19045 Underwood Road
Foley, AL 36535

_____/_____
WILLIAM B MURPHY, III /Date

***NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, do hereby certify that JAMES E. BALL, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date, that being informed of the contents of said instrument, they voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, 2021.

_____
Notary Public
My Commission Expires:_____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, within and County and State, hereby certify that WILLIAM B. MURPHY, III, D/B/A MURPHY'S QUALITY HAY, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the ____day of _____, 2021.

_____
Notary Public
My Commission Expires: _____

Lilly Lane

USDA Farm Service Agency

Baldwin County, Alabama



FSN:3521
Tract:

N

Printed Date: May 01, 2009
Photography Date: 2006

USDA FSA

0 1,100 2,2

- CLU Boundary
- CRP Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent size, shape, or specific determination of area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

? Pnut



Baldwin County, Alabama
USDA Farm Service Agency

Farm: 1803
Tract: 2539

N
W E
S

1 inch equals 335 feet

Photography Date: ***2009***

Date Printed: ***April 23, 2010***

CLU Boundary
CRP Boundary

Wetland Determination Identifiers
Restricted Use
Limited Restrictions
Exempt from Conservation Compliance Provisio

Disclaimer: USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from producer and/or the 2009 ortho-rectified imagery for Alabama. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside of FSA Programs. Wetland identifiers do not represent the size, shape or specific

Baldwin County Commission

Agenda Action Form

File #: 22-0223, **Version:** 1 **Item #:** BL4

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Suzanne Doughty, Accounting Manager

ITEM TITLE
Magnolia Landfill Financial Assurance

STAFF RECOMMENDATION
Recognize the Closure & Post Closure Liability Accrual for Magnolia Landfill for Fiscal Year 2021. Total accrual will be $315,543.49. No cash transfer is needed this fiscal year. Cash account is funded as required to date.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background: In an effort to properly document and record in the Baldwin County Commission's meeting records, the Clerk/Treasurer and Development and Environmental Director will annually come to the Baldwin County Commission to recognize the financial assurance accrual calculation and request any monies needed to fund the reserve account be transferred. The annual accrual and cash transfer are done in accordance with the Code of Alabama 1975, Section 22-27-8, Financial Assurance.

(a) All persons having or requesting a permit for the operation of a municipal solid waste landfill shall establish and maintain financial assurance for proper closure, post-closure care, or corrective action in the form and amount the department specifies by regulation. This requirement is applicable to all municipal solid waste landfills required by federal law or regulations to demonstrate such assurance.

(b) All municipal solid waste landfills permitted or to be permitted by the department shall submit financial assurance forms and supporting documents to the department, and such forms and documents shall establish that there is funding to the appropriate levels required by department regulation. The financial assurance mechanism shall be maintained for the life of the municipal solid waste landfill, and for a period of not less than thirty (30) years after closure, unless the owner or operator demonstrates to the director that a period less than thirty (30) years is sufficient to protect human health and the environment and the director approves

this demonstration, or the solid waste is removed and the department determines that no waste or contamination remains at the site. The department may extend post-closure care or corrective action periods for longer than thirty (30) years when necessary to protect human health and the environment.

(c) The financial assurance and requirements established by the department pursuant to this section shall in all respects comply with Environmental Protection Agency rules and regulations regarding closure, post-closure care, or corrective action for a municipal solid waste landfill. In no event shall the department require financial assurance or other requirements pursuant to this section which are more stringent than the Environmental Protection Agency requirements in effect at the time.

(d) The department may adopt rules necessary to implement this section.

FINANCIAL IMPACT

Total cost of recommendation: $315,543.49

Budget line item(s) to be used: 510.26821

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: Year End Close FY21

Individual(s) responsible for follow up: Finance and Accounting

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

Accounting to post Accrual Journal Entry. Solid Waste/Accounting - Upon completion of FY21 Audit, send copy of FY21 Financial Statement to ADEM for Financial Assurance documentation.

Additional instructions/notes: N/A

Journal Voucher Number_____

Closure & Post Closure Liability Fund 510 **Date:** *FY21 Year End*

Description	Account No.	Amount-DR	Amount-CR
Closure & Post Closure FY21	51054300 547000	315,543.49	
Current Year Part	510.26821		315,543.49
Remove Prior Year Balance	510.26821	319,788.54	
Add to Non-Current Balance	510.26820		319,788.54
	Totals	635,332.03	635,332.03

Prepared By / Date:

Suzanne Doughty 10/26/21

Closure & Post Closure Liability Calculation Fund 510

FY21

Closure Cost 2021	7,303,170.65
Post Closure Cost 2021	6,160,680.00
Total 2021	13,463,850.65

2021 Increase by CPI (1.9%)	0.00
Already included in cost calculation by CDG per letter dated 07/28/21	13,463,850.65

Total Capacity = 12,137,439 cubic yards
Revised per letter dated 08/19/15 from CDG Engineers & Associates, Inc.

2010 Capacity Used 223,568.71 cubic yards
2011 Capacity Used 225,258.44 cubic yards
2012 Capacity Used 216,405.80 cubic yards
2013 Capacity Used 216,989.97 cubic yards
2014 Capacity Used 215,473.90 cubic yards
2015 Capacity Used 107,089.10 cubic yards
from 12/14/14 to 09/30/15
2016 Capacity Used 199,798.06 cubic yards
2017 Capacity Used 184,160.31 cubic yards
2018 Capacity Used 198,398.48 cubic yards
2019 Capacity Used 206,715.50 cubic yards
2020 Capacity Used 222,658.99 cubic yards
2021 Capacity Used 210,447.48 cubic yards *

* Compaction rate updated per CDG Memo - July 6, 2021

Formula:

$$\frac{\text{Estimated Total Current Cost X Cummulative Capacity Used}}{\text{Total Estimated Capacity}} - \text{Amount Previously Recognized} = \text{Amount to Record in FY}$$

Calculation:

$$\frac{\$13{,}463{,}850.65 \text{ X } (210{,}447.48 \textit{ cubic yards} + 4{,}236{,}093.44 \textit{ cubic yards})}{12{,}137{,}439 \text{ cubic yards}} - \$4{,}616{,}927.26 = \mathbf{\$315{,}543.49}$$

See attached letters for supporting documentation of amounts used in the calculations.

Documentation of Calculation:

	210,447.48	Current Cubic Yards (Oct 1, 2020 - Sep 30, 2021)
	4,236,093.44	Cumulative Capacity Used thru FY20
	4,446,540.92	Total
	13,463,850.65	Closure + Post Closure Costs per CDG (07/28/21)
		=---Closure+PostClosure Cost per CDG -X-
(a)	59,867,562,855,993.60	Capacity to date, divided by overall CY capacity)
(b)	12,137,439.00	Total Overall Capacity (Landfill)
(c)	4,932,470.75	=a/b
(d)	4,616,927.26	General Ledger Balance for Curr Closure (510-26821) + Cumulative Closure PC (510-26820)
	315,543.49	= c - d

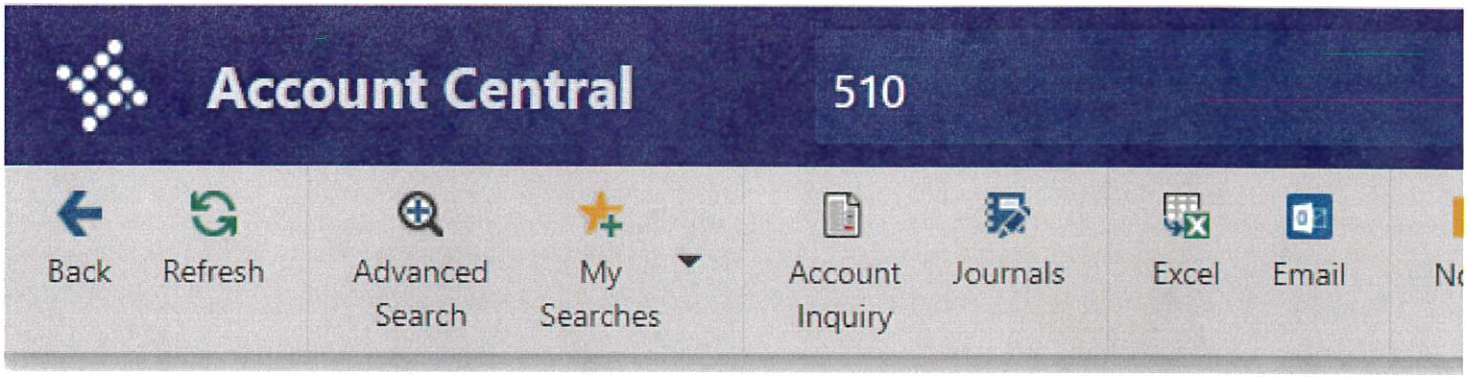
0.*

4,297,138.72+

319,788.54+

002

4,616,927.26*



Closure Post Closure

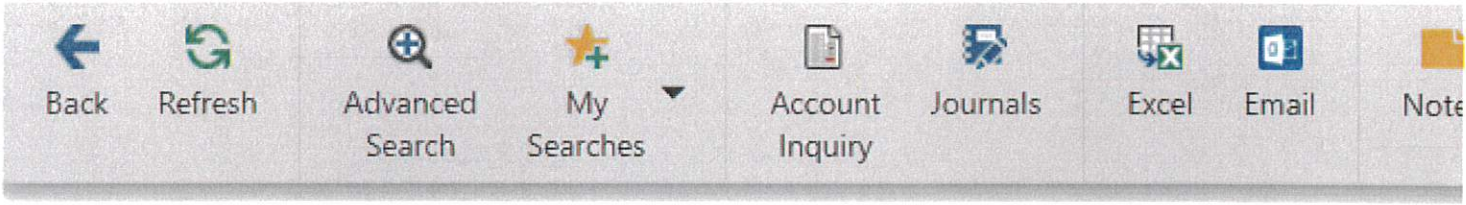
510-26820-

ACCOUNT | SEGMENTS | MONTHLY DATA | BUDGET ROLLUP | CURRENT Y

Account Totals

	2021	2020	2019
Starting Balance	-4,297,138.72	0.00	0.00
Debits	0.00	0.00	0.00
Credits	0.00	4,297,138.72	0.00
Ending Balance	-4,297,138.72	-4,297,138.72	0.00

Transactions



Current Closure Post Closure

510-26821-

ACCOUNT | SEGMENTS | MONTHLY DATA | BUDGET ROLLUP | CURRENT YEA

Account Totals

	2021	2020	2019
Starting Balance	-319,788.54	0.00	0.00
Debits	0.00	0.00	0.00
Credits	0.00	319,788.54	0.00
Ending Balance	-319,788.54	-319,788.54	0.00

Transactions

Investments SW EMD Trust

510-12001-

ACCOUNT SEGMENTS MONTHLY DATA BUDGET ROLLUP CURRENT YEAR VS. CFWD

Account Totals

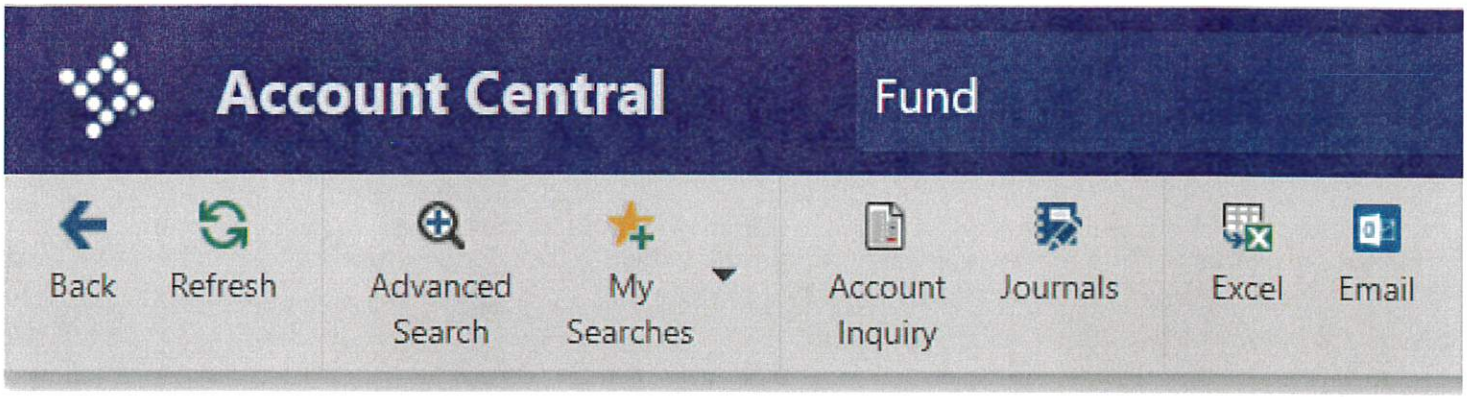
	2021	2020	2019
Starting Balance	1,700,574.09	0.00	0.00
Debits	3,439.74	1,700,574.09	0.00
Credits	0.00	0.00	0.00
Ending Balance	1,704,013.83	1,700,574.09	0.00

Transactions

Closure costs
13,463,850.65×
capacity 37.%
4,981,624.74*

13,463,850.65*

1,704,013.83+
5,452,180.40+
002
7,156,194.23*
Cash in Trust



Investments Fin Asset Trust

510-12002-

ACCOUNT SEGMENTS MONTHLY DATA BUDGET ROLLUP CURRE

Account Totals

	2021	2020	2019
Starting Balance	5,441,174.59	0.00	0.00
Debits	11,005.81	5,441,174.59	0.00
Credits	0.00	0.00	0.00
Ending Balance	5,452,180.40	5,441,174.59	0.00

Transactions

Baldwin County Solid Waste
15093 Landfill Drive
Summerdale, AL 36580
251-972-6878

MEMO

To: Eva Cutsinger
From: Terri Graham
Date: October 25, 2021
Subject: Cubic Yards in Lined Cell

We received 210,447.48 cubic yards of material that went into the lined cell for the period October 1, 2020 to September 30, 2021.

If you have any questions, please let me know.

Baldwin County Solid Waste Department	15140 County Road 49	
	Summerdale, AL 36580	
	P 251-972-6878	
Period:	10/1/2020 to 9/30/2021	
Facility:	BCC-MAGNOLIA, BCC- TRANSFER & BCC-COM	
Report:	Lined Subtitle D Cell	
Material	Description	Tons
L1	RESIDENTIAL	98,067.96
L1-TRS	RESIDENTIAL TRS	3,130.72
L1-ELBERTA	RESIDENTIAL	594.26
L10	ASBESTOS	4.88
L11	COMM E-WASTE	0.00
L1P	RESIDENTIAL GARBAGE PERMITTED	5.07
L2	COMMERCIAL	84,487.72
L2-TRS	COMMERCIAL TRS	8,993.23
L3	TREATED LUMBER	275.02
L4	INERT/GARBAGE MIX	557.17
L4-TRS	INERT/GARBAGE MIX TRS	109.24
L5	SPECIAL HANDLING	6,508.61
L5-TRS	SPECIAL HANDLING TRS	152.39
L6	CARRION	28.44
L6-TRS	CARRION TRS	20.30
L9	INBOUND FROM MCB	453.91
L9E	INBOUND FROM EFL	8.57
Grand Totals		203,397.49 ✓
Compaction Ratio 1,933 lbs/cy		2,000.00
per CDG 07/06/2021 ✓✓		1,933.00
		1.034661148
FY-2021 Capacity Used		210,447.48 ✓

Generated by: COREASP\LTFsdoughty on 10/18/2021 at 02:13:52PMP:\EnCORE\LTF\Reports\Scaling\ADEM Reports\ADEM Lined subtitle D Cell.rpt

0 * *

178,504.68+

24,653.86+

238.95+

003

203,397.49* ✓✓

Engineering. Environmental. Answers.

1840 East Three Notch Street
Andalusia, AL 36421
Post Office Box 278
Andalusia, AL 36420
Tel (334) 222-9431
Fax (334) 222-4018

www.cdge.com

July 28, 2021

Blake Holden
Alabama Department of Environmental Mgmt.
P.O. Box 301463
1400 Coliseum Boulevard (36110)
Montgomery, AL 36130

Re: Magnolia Sanitary Landfill, Permit No. 02-03
Financial Assurance Update

Dear Mr. Holden,

Please find attached the updated Financial Assurance cost estimate for the Magnolia Sanitary Landfill. CDG has also included a summary of the Financial Assurance requirements and the County's commitment for each.

Closure

As required by ADEM regulations 335-13-4-.28(2)(a) "the owner or operator shall have a detailed written estimate, in current dollars, of the cost of hiring a third party to close the largest area of all landfill cells at the MSWLF ever requiring final cover as required in 335-134-.20."

CDG has updated the cost estimate prepared in 2020 of the constructed footprint at the Magnolia Sanitary Landfill, which includes Cells 1-8 using the current Producer Price Index and will do so annually. The 2021 closure cost estimate for the Magnolia Sanitary Landfill is **$7,303,170.65.**

Post-Closure

As required by ADEM regulations 335-13-4-.28(3)(a) "The owner or operator shall have a detailed written estimate, in current dollars, of the cost of hiring a third party to conduct post-closure care for the MSWLF in compliance with the post-closure requirements in 335-13-4-.20(3). The post-closure cost estimate used to demonstrate financial assurance in 335-13-4-.28(3)(b) shall account for the total costs of conducting post-closure care, including annual and periodic costs as described in the post-closure plan over the entire post-closure care period."

The post-closure estimate for the Magnolia Sanitary Landfill takes into account the following monitoring and maintenance items:

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Monitoring:

- Groundwater
- Surface Water
- Perimeter Gas
- New Source Performance Standards (NSPS)

Maintenance:

- Leachate Systems
- Groundwater Wells
- LFG Collection and Conveyance System
- Stormwater Conveyance
- Erosion Repair

The annual cost of post-closure care is **$205,356.00.** ADEM requires a 30-year post closure care period, requiring the long-term financial commitment for post-closure to be estimated at **$6,160,680.00**

Financial Assurance Instrument

As stated by ADEM regulations 335-13-4-.28(5) "Allowable mechanisms used to demonstrate financial assurance under 335-13-4-.28 shall ensure that the funds necessary to meet the costs of closure, post-closure care, and corrective action for known releases will be available whenever they are needed. Owners and operators shall choose from the options specified in 334-13-4-.28(5)(a) through (j)."

Should you have any questions regarding this Financial Assurance cost estimate, please feel free to give me a call.

Sincerely,
CDG Engineers & Associates, Inc.

Laura Kate Young
Project Engineer

FINANCIAL ASSURANCE COST ESTIMATE

Date: July 28, 2021

2021 PPI

1.90%

I. GENERAL INFORMATION:

Facility Name: Magonlia Sanitary Landfill

Permit/Application No.: 02-03 Expiration Date: 1/8/2024

Facility Address: 15140 County Road 49 Summerdale, AL 36580

Permitee: Baldwin County Commission

Mailing Address: 312 Courthouse Square, Suite 12 Bay Minette, AL 36507-4809

Solid Waste Disposal Units Included in Estimate:

Cell	Acres	Total Acres Requiring Closure
1	5.99	5.99
2	5.99	11.98
3	5.99	17.97
4	5.99	23.96
5	5.99	29.95
6	5.99	35.94
7	11.98	47.92
8	11.98	59.90

Total Landfill Acreage included in this estimate. 65.89 Closure

59.90 Long-Term Care

II. TYPE OF FINANCIAL ASSURANCE DOCUMENT (Check Type)

	Letter of Credit*		Insurance Certificate
	Surety Bond*		Escrow Account
	Trust Fund Agreement	X	Financial Test

III. ESTIMATED CLOSURE COST

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1. Proposed Monitoring Wells				
	EA	-	$ -	$ -
2. Slope and Fill (bedding layer between waste and barrier layer):				
Grading of Waste	LS	1	$ 13,810.00	$ 13,810.00
On-Site Foundation Material	CY	100,000	$ 2.60	$ 260,000.00
			Subtotal Slope and Fill:	$ 273,810.00
3. Cover Material (Barrier Layer):				
18" Protective Cover (Off-site)	CY	159,454	$ 10.36	$ 1,651,943.44
Synthetics-30 mil LLDPE	SF	2,870,168	$ 0.59	$ 1,693,399.12
Geocomposite (10 oz/SY)	SF	2,870,168	$ 0.63	$ 1,808,205.84
Topsoil (6" thick)	CY	53,151	$ 6.91	$ 367,273.41
			Subtotal Cover Material:	$ 5,520,821.81
4. Vegetative Layer				
Seeding / Grassing	AC	66	$ 1,720.00	$ 113,520.00
Fertilizer	AC	66	$ 1,720.00	$ 113,520.00
Mulching	AC	66	$ 919.00	$ 60,654.00
Drainage Matting	SY	23,183	$ 2.30	$ 53,320.90
			Subtotal Vegetative Layer:	$ 341,014.90
5. Stormwater Control System:				
Piping (12" PE)	LF	2,000	$ 36.83	$ 73,660.00
Control Structures	EA	34	$ 1,150.51	$ 39,117.34
			Subtotal Stormwater Controls:	$ 112,777.34
6. Gas Control: Active Extraction				
Wells	EA	8	$11,505.20	$92,041.60
Collection System	LF	6000	$34.51	$207,060.00
Condensate Control System	LS	2	$17,200.00	$34,400.00
Blowers	EA	1	$17,200.00	$17,200.00
Flare Station	EA	-	$115,000.00	$0.00
			Subtotal Active Gas Extraction:	$350,701.60

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
7. Security System:				
Fencing	LF	-		$ -
Gate(s)	EA	-		$ -
Sign (s)	EA	2	$ 2,301.00	$ 4,602.00
			Subtotal Security System:	$ 4,602.00
8. Engineering:				
Closure Plan Report	LS	1	$ 34,500.00	$ 34,500.00
QA/QC Construction Management	LS	1	$ 161,000.00	$ 161,000.00
Final Survey	LS	1	$ 25,500.00	$ 25,500.00
Certification of Closure	LS	1	$ 9,700.00	$ 9,700.00
			Subtotal Engineering:	$ 230,700.00
			Subtotal of 1-8 Above:	$6,834,427.65
			Contingency (20%)	$468,743.00
			Total Closure Cost	$7,303,170.65

IV. ANNUAL COST FOR LONG-TERM CARE

Description	Sampling Frequency (events/yr.)	Number of Wells	$/Event	$/Year
1. Groundwater Monitoring				
Semi-Annual	2	6	$ 11,190.00	$ 22,380.00
2. Surface Water Monitoring				
Quarterly	4	1	$ 380.00	$ 1,520.00
3. Gas Monitoring				
Quarterly	4	115	$ 1,420.00	$ 5,680.00
4. UIC Monitoring				
Quarterly	4		$6,740.00	$ 26,960.00
5. NSPS Monitoring and Reporting				
Surface Emission Monitoring				
Quarterly	4		$ 2,080.00	$ 8,320.00
Well Field				
Monthly	12		$ 2,550.00	$ 30,600.00
6. Leachate Collection/Treatment Systems Maintenance				
Maintenance				
Lift Stations	EA	4	$ 1,720.00	$ 6,880.00
Cleaning	LS	1	$ 5,770.00	$ 5,770.00
Impoundments				
Liner Repair	LS	1	$ 2,870.00	$ 2,870.00
Sludge Removal	LS	1	$ 17,270.00	$ 17,270.00
* Assumes sludge removed from aeration pond once every 10 years				
Aeration Systems				
Floating Aerators	EA	1	$ 5,770.00	$ 5,770.00
* Assumes replacement of 1 aerator every 3 years				
Subtotal Leachate Collection/Treatment System Maintenance				$ 38,560.00
7. Maintenance of Groundwater Monitoring Wells				
Replacement	EA	1	$ 5,770.00	$ 5,770.00
Abandonment	EA	1	$ 566.00	$ 566.00
Subtotal Groundwater Monitoring Well Maintenance:				$ 6,336.00

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
8. Gas System Maintenance				
Gas Well (replacement of 1/year)	LS	1	$ 1,720.00	$ 1,720.00
Electrical Costs	LS	1	$ 34,510.00	$ 34,510.00
		Subtotal Erosion Repair and Cover Maintenance:		$ 36,230.00
9. Erosion Repair & Cover Maintenance				
	LS	1	$ 17,270.00	$ 17,270.00
		Subtotal Erosion Repair and Cover Maintenance:		$ 17,270.00
10. Stormwater Management System Maintenance				
Conveyance Maintenance	LS	1	$ 11,500.00	$ 11,500.00
		Subtotal Stormwater System Maintenance:		$ 11,500.00
	ANNUAL LONG-TERM CARE COST ($/Year):			$ 205,356.00
	NUMBER OF YEARS OF LONG-TERM CARE			30
	TOTAL LONG-TERM CARE COST ($)			$ 6,160,680.00

CDG
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1840 East Three Notch Street
Andalusia, AL 36421
Post Office Box 278
Andalusia, AL 36420
Tel (334) 222-9431
Fax (334) 222-4018

www.cdge.com

July 6, 2021

Terri Graham
Baldwin County Commission
Solid Waste Director
15140 CR 49
Summerdale, AL 36580

Re: 2020-2021 Capacity Report
Magnolia Sanitary Landfill

Dear Mrs. Graham:

It is a pleasure for CDG Engineers and Associates to submit the requested 2020-2021 Capacity Report for the Magnolia Sanitary Landfill.

Methodology

UAS topography was collected on July 14, 2020 and May 26, 2021. CDG utilized the software program ArcMap, by Esri, in conjunction with the CAD files to compute the volume of airspace consumed for the landfill. The City provided CDG in-gate tonnages as reported to the Alabama Department of Environmental Management (ADEM).

In order to calculate airspace consumed, CDG used the following method:

- In-gate recorded tonnages were reviewed and it was determined that **172,671 tons** of MSW waste was disposed of during that time.
- By comparing the topographic surveys, CDG was able to calculate that **178,634 CY** of net fill had taken place during the reported timeframe.
- Using the two topographic surveys, along with the in-gate tonnages, CDG was able to calculate the site-specific compaction rate of **1,933 lbs/CY.**

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Calculations

Below is the summary and description of each volumetric calculation for the Magnolia Sanitary Landfill:

Table 1. Current FY Volumetric Calculations

Airspace Utilization	**Cubic Yards**
1. Gross Theoretical Airspace	12,137,439
2. Airspace Consumed through Previous FY	4,267,703
3. Current FY Airspace Consumed (MSW and Operational Soil)	178,634
4. Total Airspace Consumed to Date	4,446,337
5. Remaining Airspace To Date	7,691,102
6. Capacity Used as of May 26, 2021	**37%**

(1) Gross Theoretical Airspace
Refers to the total volume expressed in cubic yards between the permitted top of clay layer and bottom final cap of the permitted landfill footprint. (Calculated using a comparison between the base grade and final grade surfaces.)

(2) Total Airspace Consumed through Current FY
The total airspace consumed as reported in the previous FY Airspace Report.
(Total Airspace Consumed through to Date from previous year's report)

(3) Current FY Airspace Consumed (MSW and Operational Soil)
The total airspace consumed during the reported time frame.

(4) Total Airspace Consumed to Date
The total airspace consumed to date was calculated as the total volume consumed through Current FY.

(5) Remaining Airspace Available
The remaining airspace to date was calculated by subtracting the total airspace consumed to date from the net theoretical airspace.

(6) Capacity Used as of May 26, 2021
The total capacity consumed of the permitted footprint
(The percentage of Total Airspace Consumed to Date/Net Theoretical Airspace)

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In addition to the volumetric analysis above, area calculations were performed in the **Magnolia Sanitary Landfill**:

Table 2. Current FY Area Calculations

Landfill Area Calculations	**Permitted Footprint (acres)**
Total Permitted Waste Footprint	96
Total Constructed Waste Footprint	59.9
Percent of Permitted Footprint Constructed	62%

If you have any questions concerning the method of calculation or results, please feel free to call.

Sincerely,

CDG Engineers & Associates, Inc.

Joe Adams

Joe Adams, P.E
Project Manager

Elevations Table

Number	Minimum Elevation	Maximum Elevation	Area	Color
1	0.00	1.00	777267.67	
2	1.00	8.00	266568.06	
3	8.00	16.00	141233.61	
4	16.00	26.83	150964.95	

CDG Engineering Environmental Answers

1840 EAST THREE NOTCH ST.
ANDALUSIA, AL 36421

P.O. BOX 278 (36420)
PH: (334) 222-9431

ANDALUSIA, AL
AUBURN, AL
DOTHAN, AL
GADSDEN, AL
HOOVER, AL
HUNTSVILLE, AL

AIRSPACE ANALYSIS

MAGNOLIA LANDFILL
FOR BALDWIN COUNTY COMMISSION
FOLEY, ALABAMA

DRAFT

SCALE: AS SHOWN
DATE: 6/17/21
REVISED

PROJECT NO: R079320453

SHEET NO. C-101

Magnolia LF_Airspace_2021.dwg

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Baldwin County Commission

Agenda Action Form

File #: 22-0218, **Version:** 1 **Item #:** BN1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Seth Peterson, P.E., Pre-Construction Manager
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203816 - Pate Road (Tract 5)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.725 acres on Pate Road (Tract 5) as a right-of-way donated to Baldwin County by BTAC Properties, LLC, on August 4, 2021 (Instrument No. 1934086 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 4, 2021, the Baldwin County Highway Department accepted a right-of-way donation on Pate Road from BTAC Properties, LLC.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within

three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

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 sign IRS form. Mail original to BTAC Properties, LLC, and send copy to Debra Morris and Tate Chalfant.

Contact:
BTAC Properties, LLC
Attn: Brian T. Armstrong
Post Office Box 851
Summerdale, Alabama 36580

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2020)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Go to *www.irs.gov/Form8283* for instructions and the latest information.**

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

BTAC Properties, LLC

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities— List in this section **only** an item (or a group of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than $5,000. See instructions.

Part I Information on Donated Property— If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note: If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)— Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Clothing and household items
- **k** ☐ Other

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.725 acres for County Road ROW	Very Good	
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return	Identifying number
BTAC Properties, LLC	

Part II **Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—** Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . ▶ _____
(2) For any prior tax years ▶ _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)	City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
5a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Part III **Taxpayer (Donor) Statement—** List each item included in Section B, Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

▶ _____

Signature of taxpayer (donor) ▶ _____ Date ▶ _____

Part IV **Declaration of Appraiser**

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here	Appraiser signature ▶	Date ▶
	Appraiser name ▶	Title ▶

Business address (including room or suite no.)	Identifying number

City or town, state, and ZIP code

Part V **Donee Acknowledgment**

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ August 4, 2021
Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ **Yes** ☑ **No**

Name of charitable organization (donee)	Employer identification number	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, Alabama 36507	
Authorized signature	Title	Date
	Chairman	

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0203816
Pate Road
G, D, B & Pave from CR 62 to EOM
05-41-06-24-0-000-005.000
Tract No. 5

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), BTAC Properties, LLC, an Alabama Limited Liability Company, 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 the Southwest Quarter of the Southwest Quarter of Section 24, Township 5 South, Range 4 East, identified as Tract Number 5 on Pate Road, Project No. 0203816 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 1-inch open top found at the southwest corner of the Southwest Quarter of the Southwest Quarter of Section 24, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence N0°6'20"E along the west line of said Section a distance of 659.67 feet to the grantor's southwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N0°6'20"E along the grantor's west property line a distance of 664.34 feet to the grantor's northwest property corner;

Thence S89°59'27"E along the grantor's north property line a distance of 1010.51 feet to the grantor's property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 8/5/2021 9:29 AM
TOTAL $ 0.00
6 Pages

1934086

Thence S0°6'45"E along the grantor's property line a distance of 11.27 feet to a point on the acquired R/W line;

Thence N89°59'52"W along the acquired R/W line a distance of 935.43 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 39+49.49);

Thence S45°3'31"W and parallel to project centerline along a curve to the left having a radius of 45.00 feet and along the acquired R/W line a distance of 70.60 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 38+31.83);

Thence S0°6'54"W along the acquired R/W line a distance of 608.23 feet to a point on the grantor's south property line;

Thence N89°55'46"W along the grantor's south property line a distance of 30.00 feet to the Point of Beginning of the property herein conveyed and containing 0.725 acres, more or less. ****(0.338 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.387 acres is being acquired from the Grantor.)**

And as shown on the right of way map 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 and as shown on the Property Sketch attached hereto and made a part hereof.

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 ad valorem 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 him-her (them) for this conveyance.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 4 day of August, 2021.

BTAC Properties, LLC, an Alabama Limited Liability Company

By: Brian T. Armstrong
Its: Managing Member

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County, in said State, hereby certify that Brian T. Armstrong whose name as Managing Member of the BTAC Properties, LLC, an Alabama Limited Liability Company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 4 day of August, 2021.

NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

Commission Expires:

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

PATE ROAD
FROM CR 62 NORTH TO EOM
PROJECT NO. 0203816
BALDWIN COUNTY, ALABAMA
TRACT 5

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 4 day of August, 2021.

BTAC Properties, LLC, an Alabama Limited Liability Company

By: Brian T. Armstrong
Its: Managing Member

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA)

COUNTY OF BALDWIN)

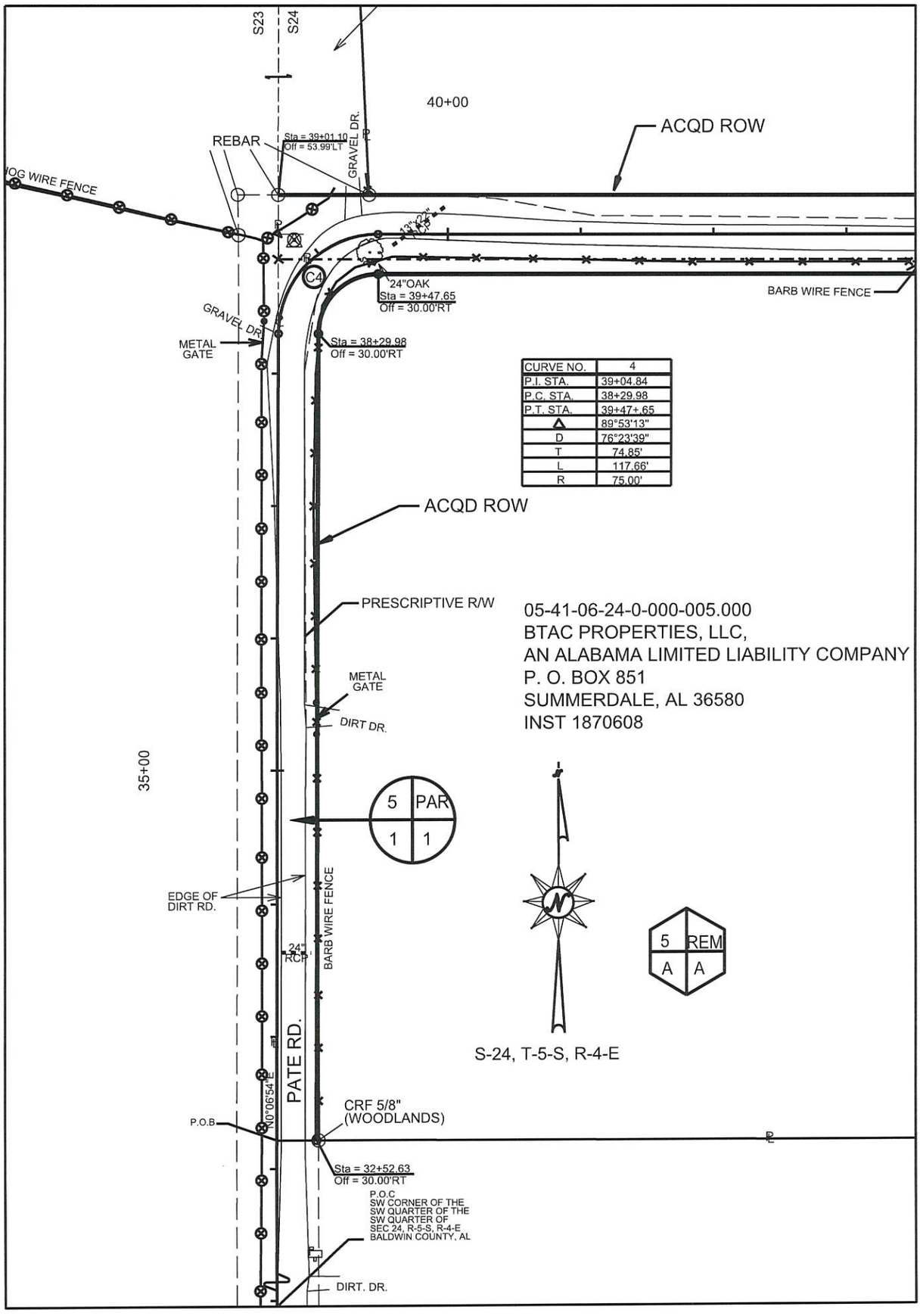
I, Tate Chalfant, a Notary Public, in and for said County, in said State, hereby certify that Brian T. Armstrong whose name as Managing member of the BTAC Properties, LLC, an Alabama Limited Liability Company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 4 day of August, 2021.

NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

My Commission Expires: _____

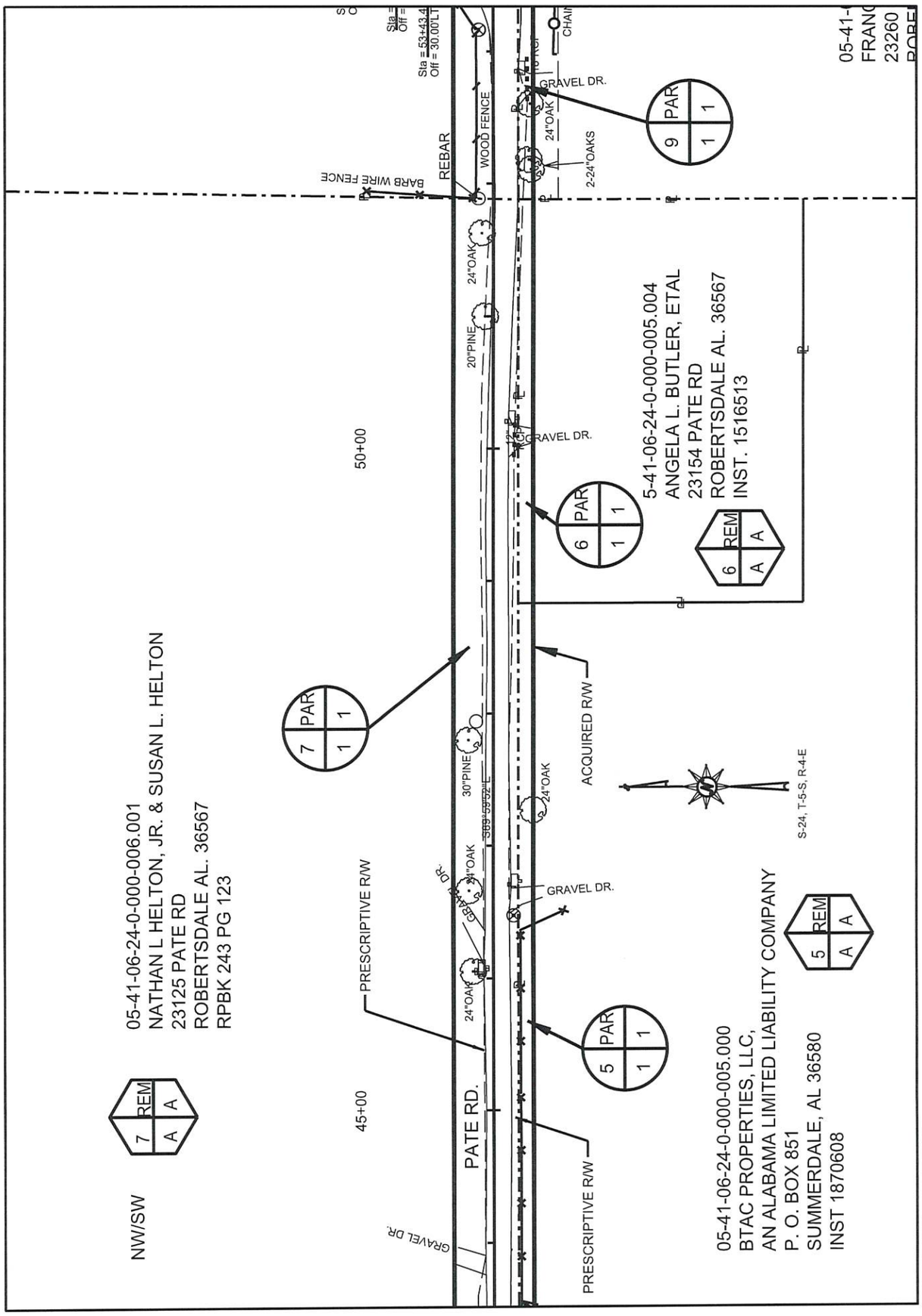


MATCH SHEET 2 OF 2

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	5	PROJECT NO.	0203816
OWNER	BTAC PROPERTIES, LLC	COUNTY	BALDWIN
TOTAL ACREAGE	26.00	SCALE:	1"=100'
R.O.W. REQUIRED	0.725	DATE;	05-18-2020
PRESCRIPTIVE R.O.W.	0.338	REVISED:	05-21-2021
T.C.E. REQUIRED	N/A	SHEET :	1 OF 2
REMAINDER	25.275		



MATCH SHEET 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	5	PROJECT NO.	0203816
OWNER	BTAC PROPERTIES, LLC	COUNTY	BALDWIN
TOTAL ACREAGE	26.000	SCALE:	1"=100'
R.O.W. REQUIRED	0.725	DATE;	05-18-2020
PRESCRIPTIVE R.O.W.	0.338	REVISED:	05-21-2021
T.C.E. REQUIRED	N/A	SHEET :	2 OF 2
REMAINDER	25.275		



Pate Road
(TR 5)

Baldwin County Commission

Agenda Action Form

File #: 22-0221, **Version:** 1 **Item #:** BN2

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Seth Peterson, P.E., Pre-Construction Manager
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212119 - Russian Road (Tract 8)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.027 acres on Russian Road (Tract 8) as a right-of-way donated to Baldwin County by Sergio R. Braga on April 8, 2021 (Instrument No. 1904629 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On April 8, 2021, the Baldwin County Highway Department accepted a right-of-way donation on Russian Road from Sergio R. Braga.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

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 sign IRS form. Mail original to Sergio R. Braga and send copy to Debra Morris and Tate Chalfant.

Contact:
Sergio R. Braga
4249 Augusta Drive
Gulf Shores, Alabama 36542

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2020)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Go to *www.irs.gov/Form8283* for instructions and the latest information.**

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Sergio R. Braga

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities— List in this section **only** an item (or a group of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than $5,000. See instructions.

Part I Information on Donated Property— If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note: If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)— Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Clothing and household items
- **k** ☐ Other

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.027 acres for County Road ROW	Very Good	
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return: Sergio R. Braga | Identifying number

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)— Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . ▶ _____
(2) For any prior tax years ▶ _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.) | City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
5a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Part III Taxpayer (Donor) Statement— List each item included in Section B, Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

▶ _____

Signature of taxpayer (donor) ▶ _____ Date ▶ _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here

Appraiser signature ▶ _____ Date ▶ _____

Appraiser name ▶ _____ Title ▶ _____

Business address (including room or suite no.) | **Identifying number**

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ April 8, 2021

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ **Yes** ☑ **No**

Name of charitable organization (donee)	**Employer identification number**	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, Alabama 36507	
Authorized signature	Title: Chairman	Date

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212119
Russian Road
G, D, B & Pave from Roscoe Road to End of Maintenance
05-61-06-23-0-000-011.012
Tract No. 8

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), **Sergio R. Braga, a married man not conveying part of his homestead**, 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 the Northwest Quarter of the Southeast Quarter of Section 23, Township 8 South, Range 4 East, identified as Tract Number 8 on the Russian Road, Project No. 0212119 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 5/8 inch rod found at the northeast corner of the Southeast Quarter of Section 23, Township 8 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°43'01"W along the north line of said Quarter a distance of 1602.17 feet to a point;

Thence S0°0'0"W leaving said north Quarter line a distance of 8.50 feet to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S0°01'40"W along the grantor's east property line a distance of 5.23 feet to a point on the acquired R/W line;

Thence S89°46'49"W along the acquired R/W line a distance of 210.00 feet to the grantor's west property line;

Thence N0°01'41"E along the grantor's west property line a distance of 5.71 feet to the grantor's northwest property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 4/ 9/2021 8:29 AM
TOTAL $ 0.00
4 Pages

1904629

Thence N89°56'51"E along the grantor's north property line a distance of 210.00 feet to the Point of Beginning of the property herein conveyed and containing 0.027 acres, more or less.

And as shown on the right of way map 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 and as shown on the Property Sketch attached hereto and made a part hereof.

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 ad valorem 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 him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 8 day of April, 2021.

Sergio R. Braga

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Sergio R. Braga, 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 this 8 day of April, A.D. 2021.

Tate Chalfant
NOTARY PUBLIC

TATE CHALFANT
My Commission Expires
February 6, 2024

Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

G, D, B & Pave Russian Road
from Roscoe Road to EOM
Project No. 0212119
Tract No. 8

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 8 day of APRIL, 2021.

Sergio R. Braga

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

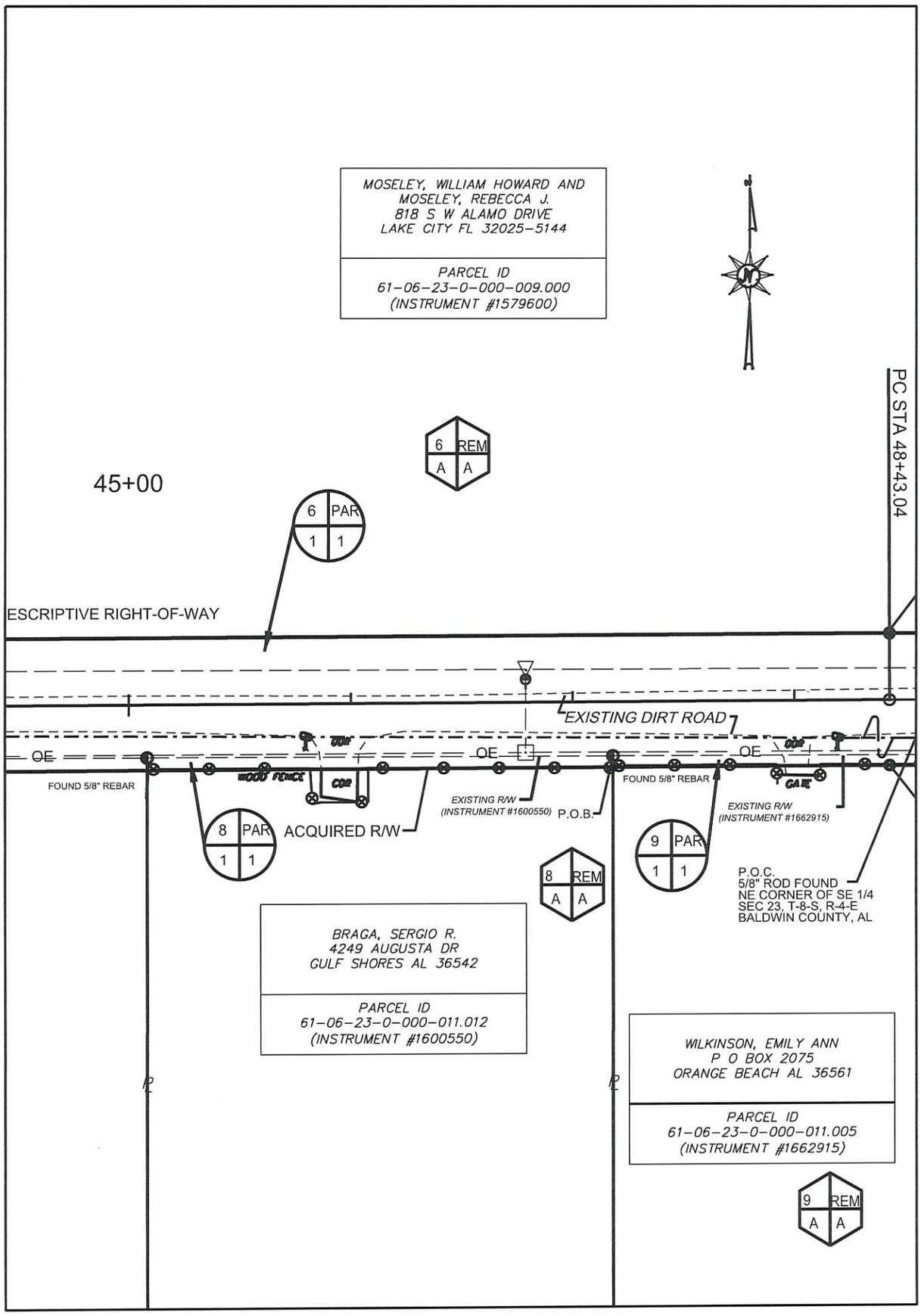
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Sergio R. Braga, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of April, A.D. 2021.

NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

My Commission Expires:



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	8	PROJECT NO.	0212119
OWNER	SERGIO R BRAGA	COUNTY	BALDWIN
TOTAL ACREAGE	6.360	SCALE:	1"=60'
R.O.W. REQUIRED	0.027	DATE;	1-25-2021
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	6.333		


Foley
Russian Rd
Sergio R. Braga
(05-61-06-23-0-000-011.012)
N
W
E
S
Russian Road
(TR 8)

Baldwin County Commission

Agenda Action Form

File #: 22-0228, **Version:** 1 **Item #:** BN3

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Seth Peterson, P.E., Pre-Construction Manager
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212119 - Russian Road (Tract 10)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.016 acres on Russian Road (Tract 10) as a right-of-way donated to Baldwin County by Dianna Kaye Carnley and Louis Michael Carnley on March 16, 2021 (Instrument No. 1899417 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On March 16, 2021, the Baldwin County Highway Department accepted a right-of-way donation on Russian Road from Dianna Kaye Carnley and Louis Michael Carnley.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within

three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

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 sign IRS form. Mail original to Dianna Kaye Carnley and Louis Michael Carnley and send copy to Debra Morris and Tate Chalfant.

Contact:
Dianna Kaye Carnley & Louis Michael Carnley
22760 Russian Road
Gulf Shores, Alabama 36542

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2020)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Go to *www.irs.gov/Form8283* for instructions and the latest information.**

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Dianna Kaye Carnley & Louis Michael Carnley

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities— List in this section **only** an item (or a group of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than $5,000. See instructions.

Part I Information on Donated Property— If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note: If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)— Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Clothing and household items
- **k** ☐ Other

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.016 acres for County Road ROW	Very Good	
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return: Dianna Kaye Carnley & Louis Michael Carnley

Identifying number:

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)— Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶

If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . ▶

(2) For any prior tax years ▶

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.) | City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶

e Name of any person, other than the donee organization, having actual possession of the property ▶

		Yes	No
5a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Part III Taxpayer (Donor) Statement— List each item included in Section B, Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

▶

Signature of taxpayer (donor) ▶ Date ▶

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here

Appraiser signature ▶ Date ▶

Appraiser name ▶ Title ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ March 16, 2021

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ **Yes** ☑ **No**

Name of charitable organization (donee)	**Employer identification number**	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, Alabama 36507	
Authorized signature	Title	Date
	Chairman	

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212119
Russian Road
G, D, B & Pave from Roscoe Road to End of Maintenance
05-61-06-23-0-000-011.004
Tract No. 10

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), **Dianna Kaye Carnley and Louis Michael Carnley, wife & husband**, 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 the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 23, Township 8 South, Range 4 East, identified as Tract Number 10 on the Russian Road, Project No. 0212119 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 5/8 inch rod found at the northeast corner of the Southeast Quarter of Section 23, Township 8 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°43'01"W along the north line of said Quarter a distance of 1195.02 feet to a point;

Thence S0°0'0"W leaving said north Quarter line a distance of 6.26 feet to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S0°01'38"W along the grantor's east property line a distance of 2.95 feet to a point on the acquired R/W line;

Thence S89°31'38"W along the acquired R/W line a distance of 149.66 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 49+75.58);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 3/19/2021 3:52 PM
TOTAL $ 0.00
5 Pages

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Thence along the acquired R/W line and a curve to the right having an arc length of 47.26 feet, a radius of 30030 feet and a chord bearing of S89°34'20"W, terminating said curve at a point on the grantor's west property line;

Thence N0°03'10"W along the grantor's west property line a distance of 4.37 feet to the grantor's northwest property corner;

Thence N89°55'53"E along the grantor's north property line a distance of 196.62 feet to the Point of Beginning of the property herein conveyed and containing 0.016 acres, more or less.

And as shown on the right of way map 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 and as shown on the Property Sketch attached hereto and made a part hereof.

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 ad valorem 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 him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 16 day of March, 2021.

Dianna Kaye Carnley

Dianna Kaye Carnley

Louis Michael Carnley

Louis Michael Carnley

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Dianna Kaye Carnley and Lois Michael Carnley, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this 16 day of March, A.D. 2021.

Tate Chalfant
NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

G, D, B & Pave Russian Road
From Roscoe Road to EOM
Project No. 0212119
Tract No. 10

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 16th day of March, 2021.

Dianna Kaye Carnley
Dianna Kaye Carnley

Louis Michael Carnley
Louis Michael Carnley

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

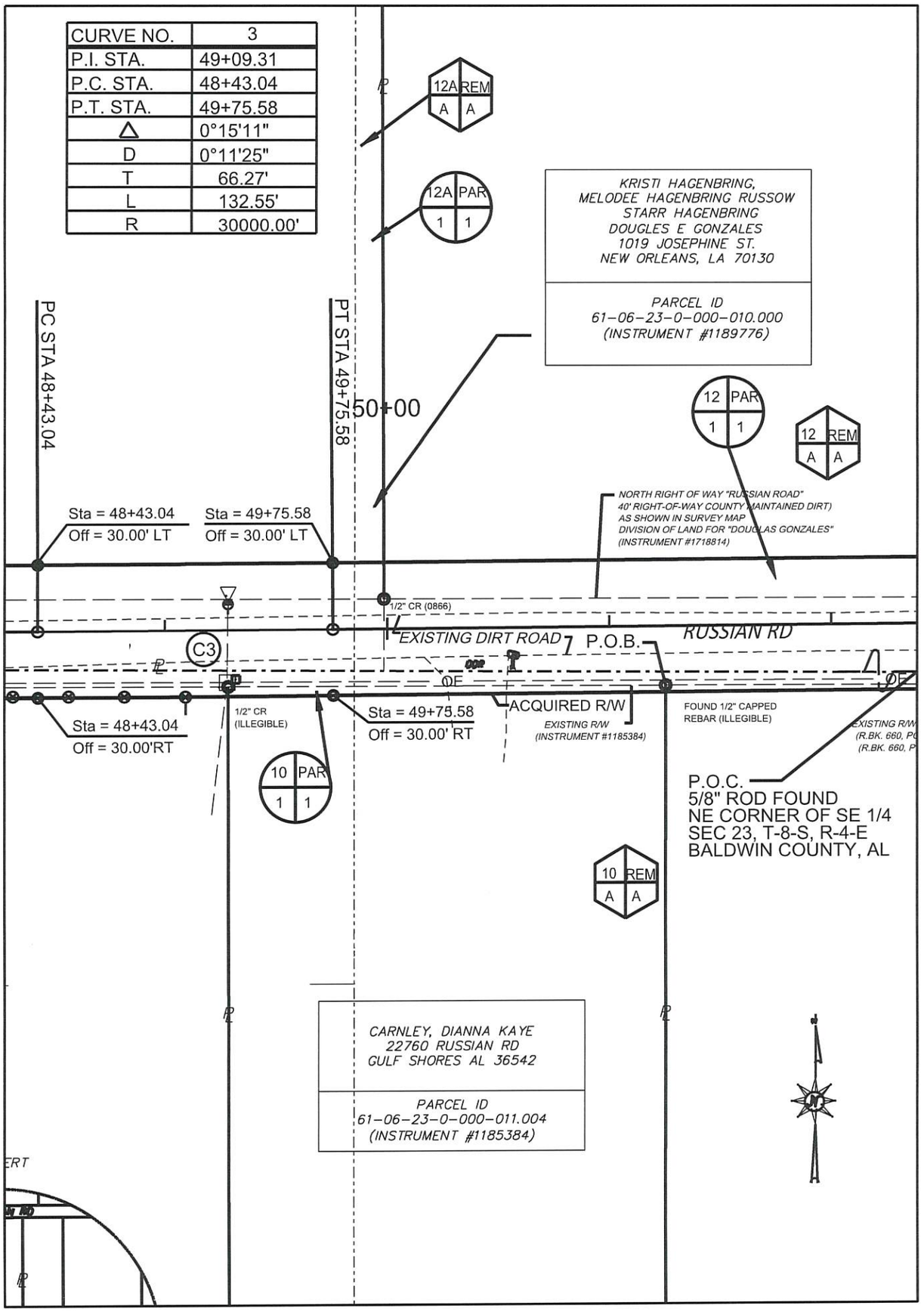
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Dianna Kaye Carnley and Lois Michael Carnley, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of March 2021.

Tate Chalfant
NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

My Commission Expires: _____



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	10	PROJECT NO.	0212119
OWNER	DIANNA KAYE CARNLEY	COUNTY	BALDWIN
TOTAL ACREAGE	3.150	SCALE:	1"=60'
R.O.W. REQUIRED	0.016	DATE;	01-25-2021
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	3.134		



Russian Road
(TR 10)

Baldwin County Commission

Agenda Action Form

File #: 22-0229, **Version:** 1 **Item #:** BN4

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Seth Peterson, P.E., Pre-Construction Manager
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212119 - Russian Road (Tract 13)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.118 acres on Russian Road (Tract 13) as a right-of-way donated to Baldwin County by Raymond J. Edwards (as Trustee of the Wolf Ridge Trust dated February 4, 2016) on April 8, 2021 (Instrument No. 1904630 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On April 8, 2021, the Baldwin County Highway Department accepted a right-of-way donation on Russian Road from Raymond J. Edwards.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within

three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

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 sign IRS form. Mail original to Raymond J. Edwards and send copy to Debra Morris and Tate Chalfant.

Contact:
Raymond J. Edwards
191 Beachwood Street
Theodosia, Missouri 65761

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2020)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Go to *www.irs.gov/Form8283* for instructions and the latest information.**

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Raymond J. Edwards, as Trustee of the Wolf Ridge Trust dated February 4, 2016

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities— List in this section **only** an item (or a group of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than $5,000. See instructions.

Part I Information on Donated Property— If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note: If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)— Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Clothing and household items
- **k** ☐ Other

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.118 acres for County Road ROW	Very Good	
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return | Identifying number

Raymond J. Edwards, as Trustee of the Wolf Ridge Trust dated February 4, 2016

Part II **Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—** Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . ▶ _____
(2) For any prior tax years ▶ _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.) | City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
5a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Part III **Taxpayer (Donor) Statement—** List each item included in Section B, Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part IV **Declaration of Appraiser**

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here

Appraiser signature ▶ Date ▶

Appraiser name ▶ Title ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part V **Donee Acknowledgment**

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ April 8, 2021

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ **Yes** ☑ **No**

Name of charitable organization (donee)	**Employer identification number**	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, Alabama 36507	
Authorized signature	Title	Date
	Chairman	

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212119
Russian Road
G, D, B & Pave from Roscoe Road to End of Maintenance
05-61-06-23-0-000-010.001
Tract No. 13

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), **Raymond J. Edwards, Trustee of the Wolf Ridge Trust dated February 4, 2016,** 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 the Southeast Quarter of the Northeast Quarter of Section 23, Township 8 South, Range 4 East, identified as Tract Number 13 on the Russian Road, Project No. 0212119 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 5/8 inch rod found at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 23, Township 8 South, Range 4 East, in Baldwin County, Alabama;

Thence N0°02'58"W along the east line of said Section a distance of 40.33 feet to the grantor's southeast property corner;

Thence S89°59'32"W along the grantor's south property line a distance of 31.42 feet to a point and being the Point of Beginning of the property herein to be conveyed (said point is offset 48.22 feet left of and perpendicular to project centerline at Station 62+95.83);

Thence S89°59'32"W along the grantor's south property line a distance of 280.48 feet to the grantor's southwest property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 4/ 9/2021 8:30 AM
TOTAL $ 0.00
5 Pages

1904630

Thence N0°04'03"W along the grantor's west property line a distance of 19.95 feet to a point on the acquired R/W line;

Thence N89°56'56"E along the acquired R/W line a distance of 206.73 feet to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 62+15.30);

Thence along the acquired R/W line and a curve to the right having an arc length of 77.38 feet, a radius of 145 feet and a chord bearing of S74°45'47"E, terminating said curve at the Point of Beginning of the property herein conveyed and containing 0.118 acres, more or less.

And as shown on the right of way map 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 and as shown on the Property Sketch attached hereto and made a part hereof.

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 ad valorem 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 him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 8th day of APRIL, 2021.

Wolf Ridge Trust dated February 4, 2016

Raymond J. Edwards

Raymond J. Edwards, Trustee

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Raymond J. Edwards, 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 as Trustee of the Wolf Ridge Trust dated February 4, 2016, executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of April, A.D. 2021.

Tate Chalfant
NOTARY PUBLIC



Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

G, D, B & Pave Russian Road
from Roscoe Road to EOM
Project No. 0212119
Tract No. 13

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 8th day of APRIL, 2021.

Wolf Ridge Trust dated February 4, 2016

Raymond J. Edwards

Raymond J. Edwards, Trustee

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Raymond J. Edwards, 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 as Trustee of the Wolf Ridge Trust dated February 4, 2016, executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of April, A.D. 2021.

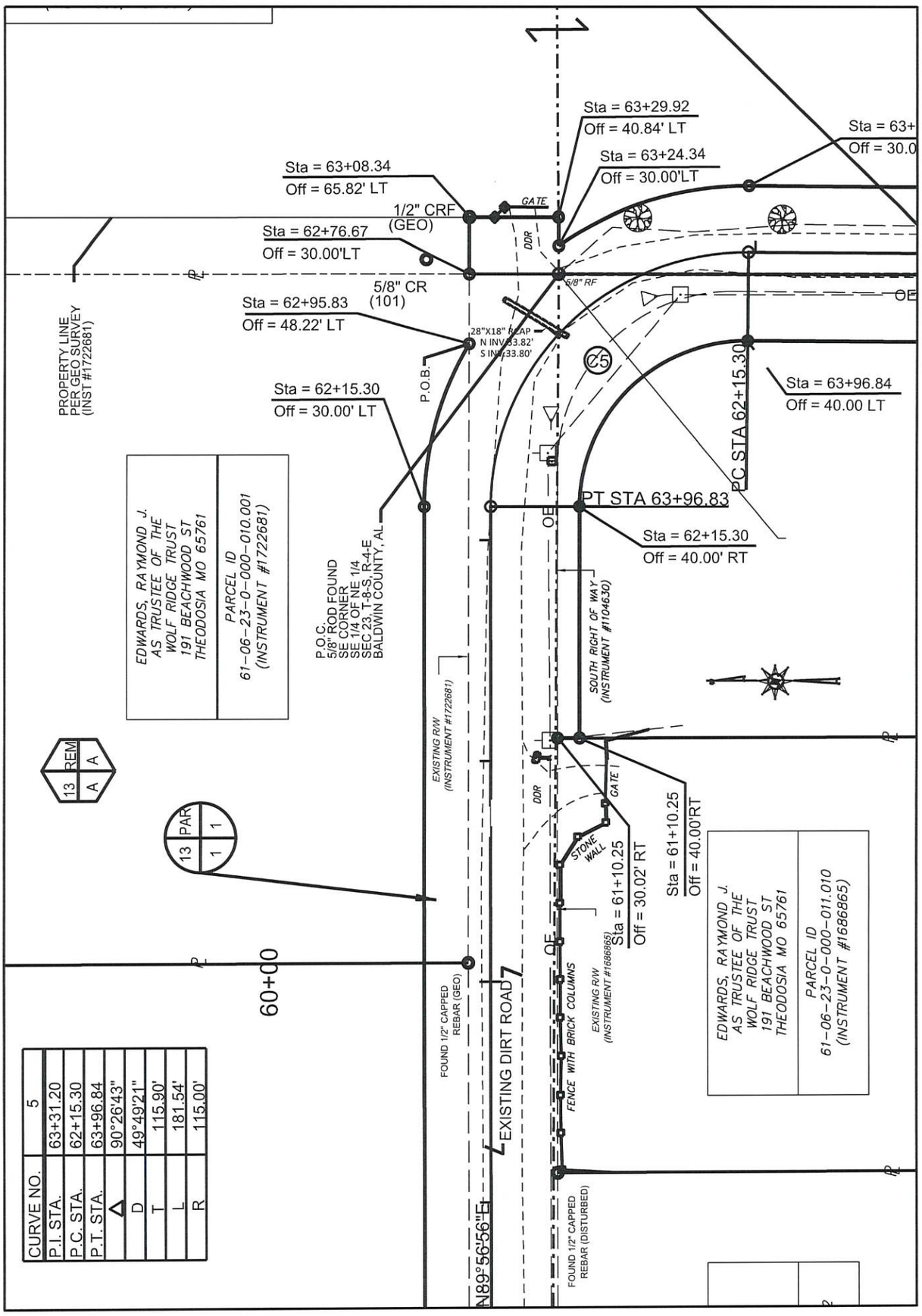
Tate Chalfant

NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC

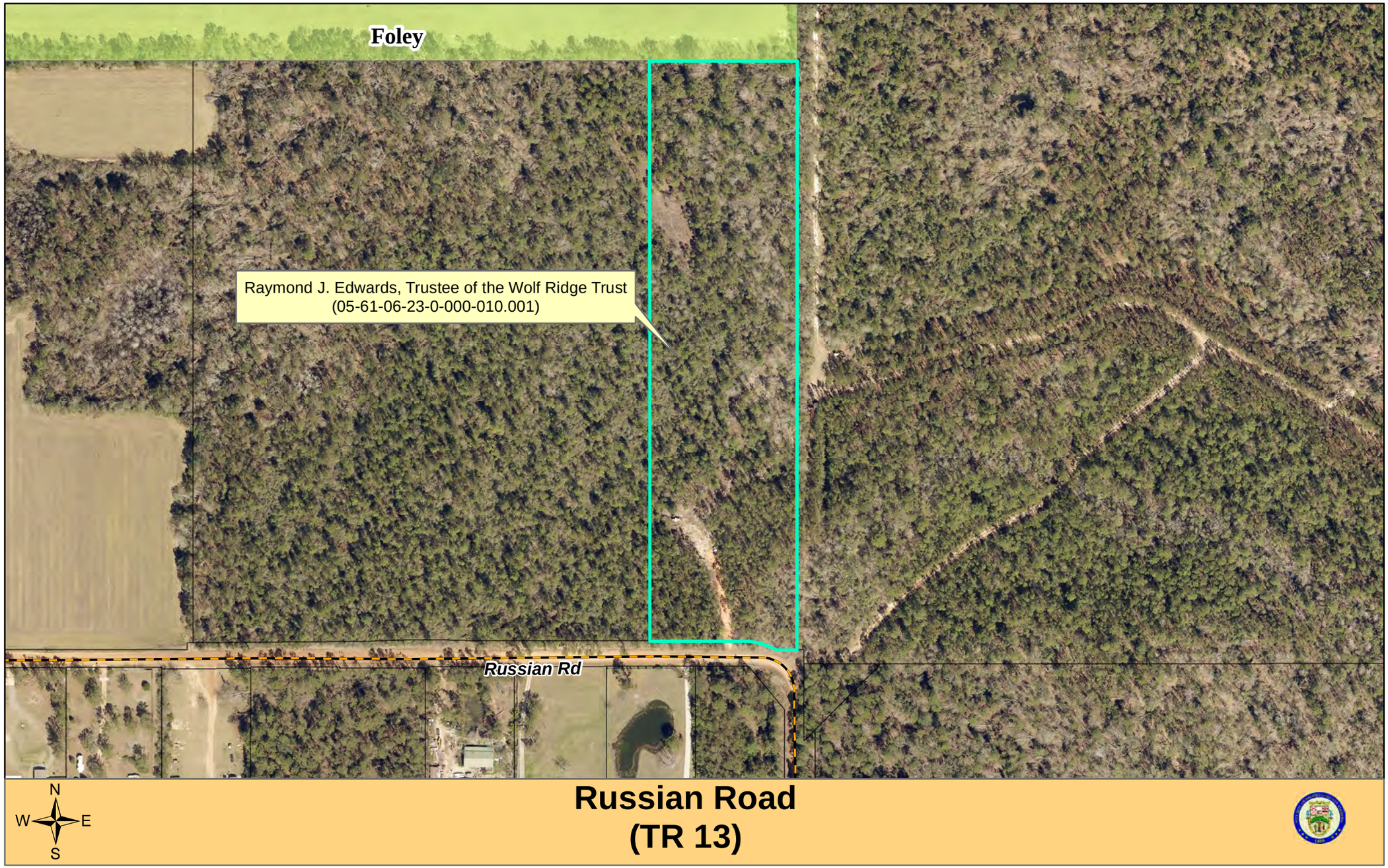
TATE CHALFANT
My Commission Expires
February 6, 2024



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	13	PROJECT NO.	0212119
OWNER	RAYMOND J EDWARDS	COUNTY	BALDWIN
TOTAL ACREAGE	10.140	SCALE:	1"=60'
R.O.W. REQUIRED	0.118	DATE;	01-25-2021
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	10.022		


Foley
Raymond J. Edwards, Trustee of the Wolf Ridge Trust
(05-61-06-23-0-000-010.001)
Russian Rd
N
W
E
S
Russian Road
(TR 13)

Baldwin County Commission

Agenda Action Form

File #: 22-0222, **Version:** 1 **Item #:** BN5

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Seth Peterson, P.E., Pre-Construction Manager
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0222219 / HW19222000 - County Road 13 at County Road 32 (Tract 4)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.023 acres on County Road 13 at County Road 32 (Tract 4) as a right-of-way donated to Baldwin County by Harold and Cathy Street (as Co-Trustees of the Street Living Trust, dated December 21, 2004) on April 20, 2021 (Instrument No. 1907427 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On April 20, 2021, the Baldwin County Highway Department accepted a right-of-way donation on County Road 13 at County Road 32 from Harold and Cathy Street.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

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 sign IRS form. Mail original to Harold and Cathy Street and send copy to Debra Morris and Tate Chalfant.

Contact:
Harold & Cathy Street
8980 County Road 32
Fairhope, Alabama 36532

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2020)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Go to *www.irs.gov/Form8283* for instructions and the latest information.**

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Harold & Cathy Street, as Co-Trustees of the Street Living Trust, dated December 21, 2004

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities— List in this section **only** an item (or a group of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than $5,000. See instructions.

Part I Information on Donated Property— If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note: If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)— Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Clothing and household items
- **k** ☐ Other

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.023 acres for County Road ROW	Very Good	
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return | Identifying number

Harold & Cathy Street, as Co-Trustees of the Street Living Trust, dated December 21, 2004

Part II **Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—** Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . ▶ _____
(2) For any prior tax years ▶ _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.) | City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
5a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Part III **Taxpayer (Donor) Statement—** List each item included in Section B, Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part IV **Declaration of Appraiser**

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here

Appraiser signature ▶ Date ▶

Appraiser name ▶ Title ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part V **Donee Acknowledgment**

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ April 20, 2021
Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ **Yes** ☑ **No**

Name of charitable organization (donee)	Employer identification number	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, Alabama 36507	
Authorized signature	Title	Date
	Chairman	

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0222219/HW19222000
County Road 13 at County Road 32
Intersection Improvement
05-56-02-04-1-001-001.000
Tract No. 4

TD

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Harold J. Street and Cathy M. Street, as Co-Trustees of the Street Living Trust, dated December 21, 2004, 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 the Northeast Quarter of the Northeast Quarter of Section 4, Township 7 South, Range 2 East, identified as Tract Number 4 on County Road 13 at County Road 32 Intersection Improvement Project No. 0222219/HW19222000 in Baldwin County, Alabama and being more fully described as follows:

111074

Parcel 1 of 1:

Commencing at a BCHD set concrete monument found at the northeast corner of the Northeast Quarter of Section 4, Township 7 South, Range 2 East, in Baldwin County, Alabama;

Thence S0°14'16"W along the east line of said Section a distance of 97.09 feet to a point;

Thence S90°00'00"W leaving the east line of said Section a distance of 40.00 feet to the grantor's property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S0°14'16"W along the grantor's east property line a distance of 18.69 feet to a point on the acquired R/W line (said point is offset 45.41 feet left of and perpendicular to project centerline of County Road 13 at Station 25+21.80);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 4/21/2021 9:55 AM
TOTAL $ 0.00
6 Pages

1907427

Thence N40°24'28"W along the acquired R/W line a distance of 44.10 feet to a point (said point is offset 68.32 feet left of and perpendicular to project centerline of County Road 13 at Station 25+63.38);

Thence N53°19'07"W along the acquired R/W line a distance of 54.01 feet to a point on the grantor's north property line (said point is offset 52.26 feet right of and perpendicular to project centerline of County Road 32 at Station 35+47.61);

Thence S89°53'02"E along the grantor's north property line a distance of 24.45 feet to the grantor's property corner;

Thence S45°08'07"E along the grantor's property line a distance of 67.06 feet to the Point of Beginning of the property herein conveyed and containing 0.023 acres, more or less.

And as shown on the right of way map 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 and as shown on the Property Sketch attached hereto and made a part hereof.

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 ad valorem 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 him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 20th day of April, 2021.

STREET LIVING TRUST,
dated December 21, 2004

Cathy M. Street
Cathy M. Street, Trustee

Harold J. Street
Harold J. Street, Trustee

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

TRUSTEE ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Harold J. Street and Cathy M. Street, as Co-Trustees of the Street Living Trust Dated December 21, 2004, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, with full power and authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of April, 2021.

Tate Chalfant
NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

COUNTY ROAD 13 AT COUNTY ROAD 32
INTERSECTION IMPROVEMENT
PROJECT NO. 0222219/HW19222000
BALDWIN COUNTY, ALABAMA
TRACT 4

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 20th day of April, 2021.

STREET LIVING TRUST,
dated December 21, 2004

Cathy M. Street
Cathy M. Street, Trustee

Harold J Street
Harold J. Street, Trustee

TRUSTEE ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Harold J. Street and Cathy M. Street, as Co-Trustees of the Street Living Trust Dated December 21, 2004, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, with full power and authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of April 2021.

Tate Chalfant
NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

My Commission Expires _____

CERTIFICATION OF TRUST

STATE OF ALABAMA

COUNTY OF BALDWIN

The undersigned Settlor hereby certifies the following:

1. This Certificate of Trust relates to the Street Living Trust, dated December 21, 2004;
2. The name of the Settlor: Harold J. Street and Cathy M. Street
3. The name and addresses of the initial Trustees:
   Harold J. Street — 8980 County Road 32, Fairhope, Al 36532
   Cathy M. Street — 8980 County Road 32, Fairhope, Al 36532
4. The Trustees are authorized by the Declaration of Trust to sell, convey, pledge, mortgage, manage, operate, control, transfer title, convert or allot trust property, including real and personal property.
5. The Declaration of Trust has not been revoked.

The undersigned hereby represent that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the Declaration of Trust or amendments to it that limit the powers of the Trustees so sell, convey, pledge, mortgage, manage, operate, control, transfer title, divide, convert or allot trust property, including real and personal property.

IN WITNESS WHEREOF, the undersigned has hereunto caused these presents to be executed on this 20th day of April, 2021.

Harold J Street
Harold J. Street

Cathy M. Street
Cathy M. Street

ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

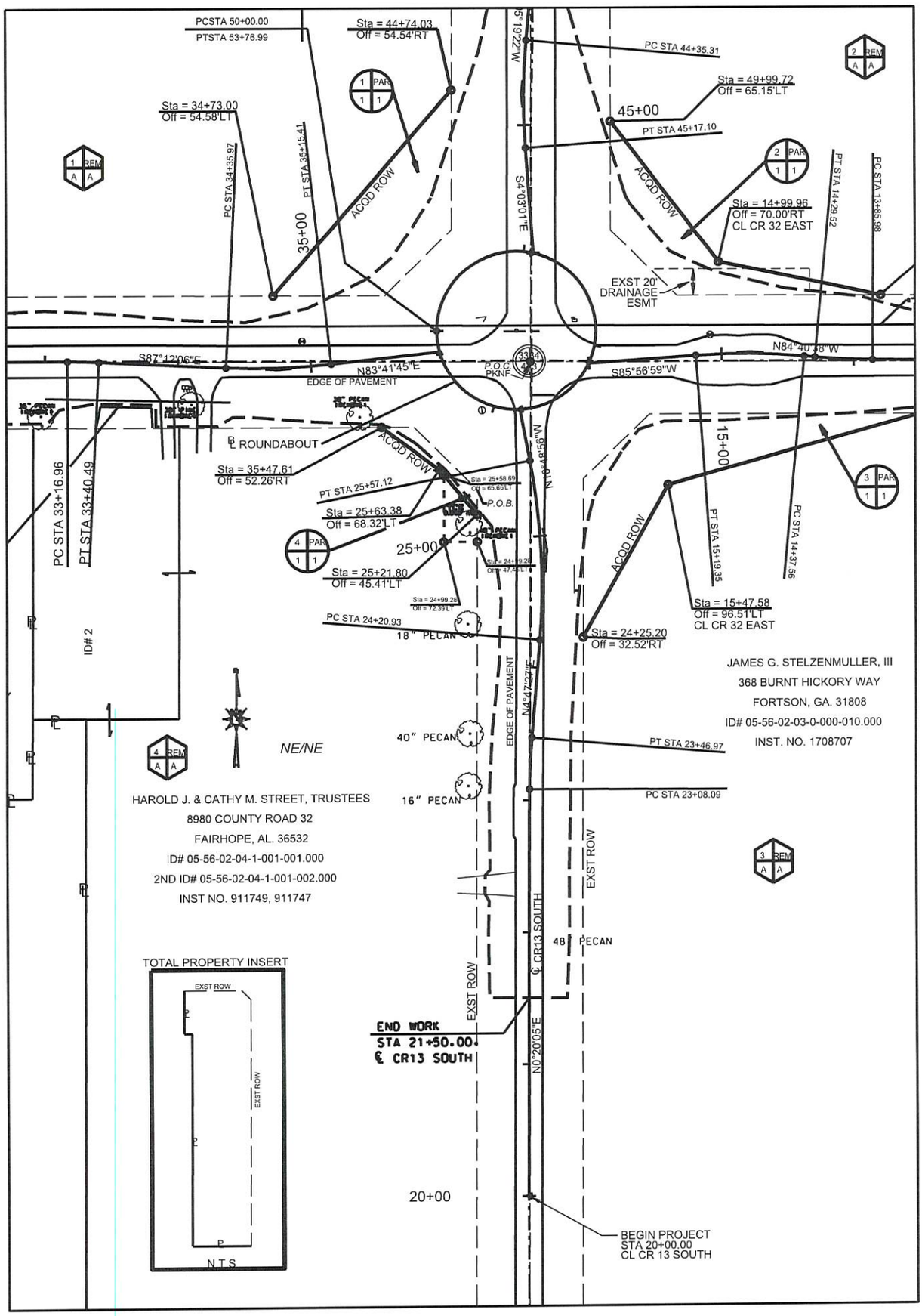
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Harold J. Street and Cathy M. Street, as Co-Trustees of the Street Living Trust Dated December 21, 2004, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, with full power and authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 20 day of April, 2021.

Tate Chalfant
NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

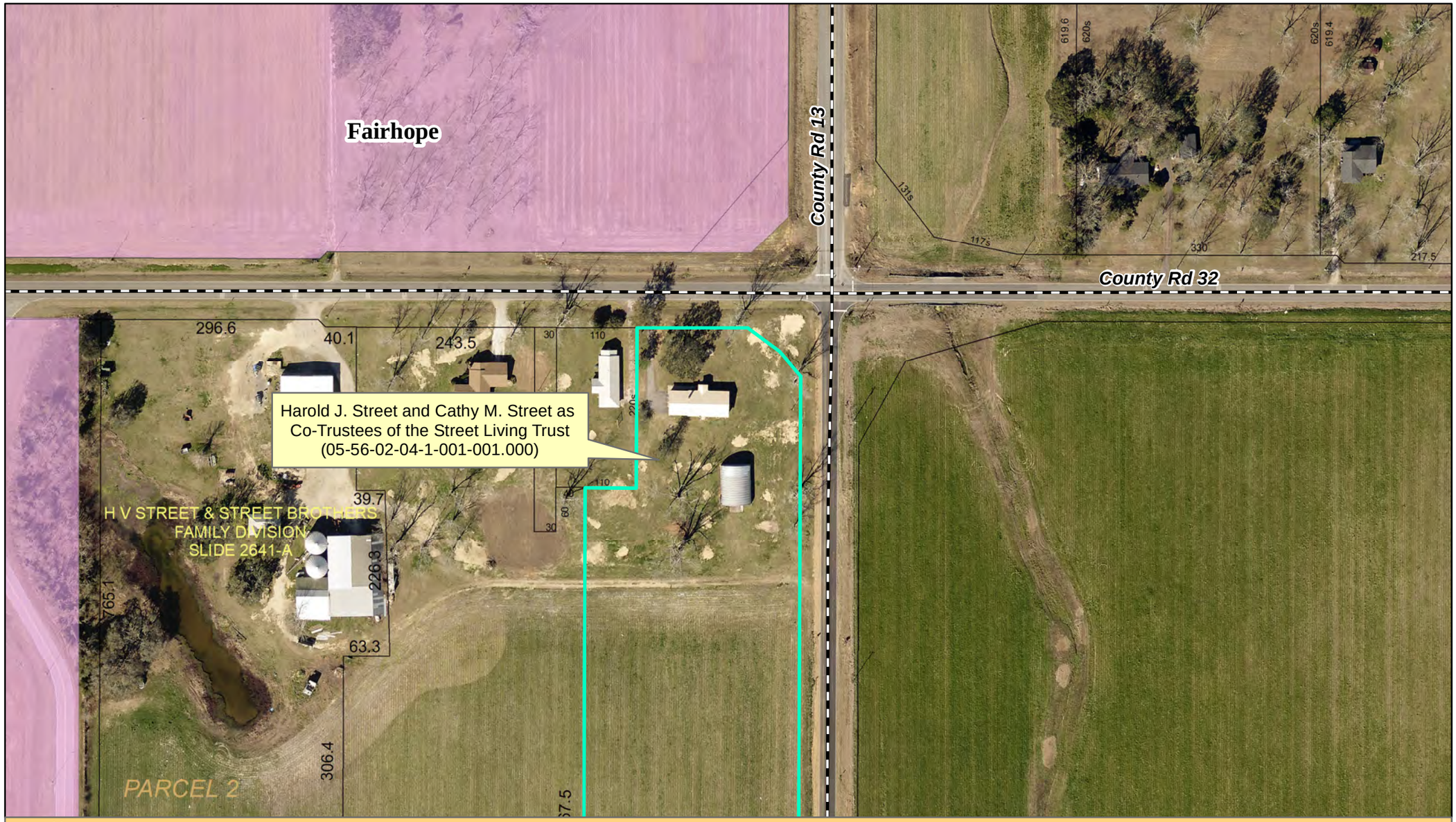
My Commission Expires: _____



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	4	PROJECT NO.	0222219
OWNER	HAROLD J & CATHY M STREET, TRUSTEES	COUNTY	BALDWIN
TOTAL ACREAGE	8.859	SCALE:	1"=100'
R.O.W. REQUIRED	0.023	DATE;	1-12-2021
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	8.836		



County Road 13 at County Road 32
(TR 4)

Baldwin County Commission

Agenda Action Form

File #: 22-0214, **Version:** 1 **Item #:** BN6

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Frank Lundy, P.E., Operations Manager
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
J.M. Wood Auction Company, Inc. - Equipment Auction List

STAFF RECOMMENDATION
Approve and authorize the Chairman to execute the attached list of Highway Department equipment for sale by auction (Exhibit A) at the J.M. Wood Auction facility in Montgomery, Alabama, on December 7-8, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: 12/17/2019; 1/5/2021

Background:
December 17, 2019 - The Commission approved and authorized the Chairman to execute the Auction Sales Agreement between J.M. Wood Auction Company, Inc., and the Baldwin County Commission, which is applicable to all departments of the Commission, with all future equipment inventory lists being brought to the Commission for approval. (This Agreement became effective January 1, 2020, and will terminate twelve (12) months from its effective date with an automatic renewal for an additional two (2) years, in one (1) year increments, unless cancelled by either party with a 30-day written notice prior to contract renewal.) The Commission also approved and authorized the Chairman to execute the lists of Highway Department and Solid Waste Department equipment for sale by auction at the J.M. Wood Auction facility in Montgomery, Alabama, on March 17-21, 2020.

January 5, 2021 - The Commission approved and authorized the Chairman to execute the list of Highway Department equipment for sale by auction at the J.M. Wood Auction facility in Montgomery, Alabama, on March 16-20, 2021.

There is a $148,000.00 Gross Guarantee for the Highway Department auction equipment for the December 7-8, 2021, auction. Per the contract, there will be a 6% commission deducted from the proceeds.

FINANCIAL IMPACT

Total cost of recommendation: Highway Department Estimated Gross Proceeds ($148,000.00)

Budget line item(s) to be used: 111.61825

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, Highway Department (James Martin)

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff prepare correspondence and have Highway equipment list executed by the Chairman. James Martin, Highway Department, will handle follow up activities for equipment auction.

Contact:
Bryant S. Wood
President
J.M. Wood Auction Company, Inc.
3475 Ashley Road
Montgomery, Alabama 36108

Additional instructions/notes: N/A

Exhibit A

James Martin
Baldwin County Highway Department
312 Courthouse Square
Bay Minette, AL 36507
251.580.2550
james.martin@baldwincountyal.gov

Due Date: November 5, 2021

EXHIBIT A - INVENTORY

DEAL TYPE:		GUARANTEE						
EQPT #	CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION
	TRACTORS	2017	JOHN DEERE	6120E		4X4 3PTH, PTO, (2) Hyd. remotes, Alamo side boom mower, cab, AC, County Owned	2,900	
	MOWING EQUIPMENT	2018	JOHN DEERE	HX15		BATWING MOWER, County Owned		
	MOWING EQUIPMENT	2018	JOHN DEERE	HX15		BATWING MOWER, County Owned		
	MOWING EQUIPMENT	2015	JOHN DEERE	CX15		BATWING MOWER, County Owned		
	MOWING EQUIPMENT	2015	JOHN DEERE	CX15		BATWING MOWER, County Owned		
	EXCAVATORS	2013	CATERPILLAR	336EL	FJH00900	9' stick, 36" bucket, aux hyd, hyd thumb, cab, A/C, county owned	6,305	*UC 40%, *cosmetically dinged all around.

Auction Date: December 7-8, 2021
Auction Location:
Montgomery, Alabama
Gross Guarantee: $148,000.00
Commission per Master Agreement: 6%

_____
Baldwin County Commission

_____
Date

_____
Bryant S. Wood, President
J.M. Wood Auction Company, Inc.

_____
Date

J.M. Wood Auction Co., Inc

Date: November 5, 2021

THIS DOCUMENT IS CONFIDENTAL; IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC. REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC. UNAUTHORIZED USE IS STRICTLY PROHIBITED.

ATTENTION: All repairs must be performed on the equipment as set forth in this report. If any of the above listed repairs are not performed or minimum requirements not met J.M. Wood Auction Co., Inc will have the repairs completed and deducted from seller's proceeds. ALL EQUIPMENT MUST BE IN THE SAME OR BETTER WORKING CONDITION, AS WHEN THIS CONDITION REPORT/APPRAISAL WAS DONE. Should any of the foregoing conditions not be met, the equipment will be subject to reappraisal and/or reevaluation by an agent of J.M. Wood Auction Company, Inc.

CONDITIONS OF TRUCK GUARANTEE

1. Vehicles must be in road-worthy condition, including engine (example; water in the oil or excessive blow-by not acceptable). Brakes must be at least 60%.
2. Body damage on cab or body is not accepted. Broken glass not accepted, any factory-installed equipment must be in working condition (radio, air conditioner, lights, dump body tarps, etc.). All units must crank by the key.
3. Tires must have sound casing, average 60% remaining tread with original rubber in all positions. Each Truck must have matched tread on rear axles.
4. Trucks must be delivered with clear and acceptable titles at time of sell.
5. Dump Body and Flat Body all hoist working properly, no hydraulic leaks, PTO working properly, sidewalls and floors in saleable condition (no bends, pits, or breaks).
6. Trucks must be delivered with on road fuel. No "OFF ROAD" fuel is acceptable and will require that we replace

Customer Initial _____

Date_____

JMW Initial _____

Date_____

JMWOOD
AUCTION COMPANY, INC.
THE EQUIPMENT AUCTIONEERS

3475 ASHLEY ROAD, MONTGOMERY, ALABAMA 36108

AUCTION SALES AGREEMENT

October 29, 2019

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

RE: Auction Agreement

Dear Commissioner;

We want to thank you for allowing **J.M. WOOD AUCTION COMPANY, INC.** the opportunity of submitting a proposal on the auction of your surplus equipment. We believe our method and services as an Auction Company are necessary for you to achieve the profitable and professional disposal you expect. The following is a breakdown of services provided with this Auction Agreement.

- **Auction Locations and Date:** Our permanent all-weather auction facilities are in Montgomery, Alabama and Columbia, South Carolina. We also host auctions at other locations periodically throughout the year. Auction dates will be referenced and agreed upon by Baldwin County on the inventory sheet delivered to Baldwin County before each auction.

- **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries, and regional activity. Your auction will be promoted in numerous industry specific trade magazines reaching a broad range of potential buyers.

- **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions of buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award winning social media marketing campaign consisting of outlets such as Facebook, Instagram and more. Both Facebook and Constant Contact have recognized J.M. Wood Auction as one of their top annual marketing companies.

- **Auction Delivery, Pre-Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre-auction services such as detailed inspection reports, photography, video, clean-up, and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No repairs will be made without prior consent from seller. J.M Wood Auction will coordinate an on-site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.

- **Auction Day:** With over 40 years in the auction business, it is in our blood. We live for auction day and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.

- **Online Auction Bidding:** JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception, we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.

- **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate logistics as well as dismantle and containerize equipment headed to the port.

- **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue Baldwin County a check for full settlement within 8 banking days after the date of auction. Any service fees incurred such as clean-up or repairs will be deducted from seller's net proceeds.

- **Liens and Encumbrances:** Auctioneer acts as Sellers agent. Seller guarantees they are sole owner of items being sold and states that items are free of all mortgage's liens and encumbrances. Seller agrees to disclose all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states they are not connected to claim by Bankrupt Court or IRS. In the event, such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc. (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case, shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search. In event of encumbrances, payment will be made jointly to Seller and Lien holder. If proceeds do not exceed encumbrance, Seller is responsible for balance remaining to lien holder to ensure clear title. Brenda S. Wood has power of attorney to sign for, receive, transfer or negotiate titles and bill of sales on auction items. Seller agrees to deliver bill of sales, tag receipts and current transferable titles or necessary documents to Auctioneer. Seller understands Auctioneer will not make payment until such document have been delivered.

Auction Agreement

- This is a contract beginning January 1, 2020 and continuing until December 31, 2020; at that time the contract will automatically renew for an additional two years (in one year increments) unless cancelled by either party with a 30-day written notice prior to contract renewal. J.M. Wood Auction will give a gross financial guarantee on all items consigned by Baldwin County. A straight commission rate of **6% Absolute** will be charged to gross sales of items consigned by Baldwin County. J.M. Wood Auction will pay for all freight charges for the movement of the equipment to any of our auction sites.

We would like to thank you for allowing **J.M. WOOD AUCTION COMPANY, INC.** to present this proposal to you and we look forward to conducting your auction.

"WE TURN EQUIPMENT INTO CASH!!"

Date: 12/17/2019

Baldwin County Representative: Billie Jo Underwood

Date: 12/13/19

J.M. Wood Auction Representative:

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Baldwin County Commission

Agenda Action Form

File #: 22-0233, **Version:** 1 **Item #:** BN7

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Tyler Mitchell, P.E., Construction Manager
Mike Campbell, Engineering Technician I
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
License Agreement #21017 - Redfish Point Road - Right-of-Way

STAFF RECOMMENDATION
Take the following actions:

1) Approve License Agreement #21017 permitting Baldwin County Sewer Service, LLC, to install a single 2-inch sewer force main on the north/west side of Redfish Point right-of-way from the end of maintenance, westward approximately 526 LF and one 1.5-inch service at 8782 Redfish Point Road. (The term of this agreement shall commence on the date of full execution. License for Installation shall terminate at 11:59 p.m. on June 30, 2022. License for Maintenance shall be indefinite according to the terms of the agreement.); and

2) Authorize the County Engineer to execute Utility Permit #21238-S.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Baldwin County Sewer Service, LLC, desires to install a 2-inch sewer force main on the north/west side of Redfish Point right-of-way from the end of maintenance, westward approximately 526 LF and a 1.5-inch service to be installed at 8782 Redfish Point Road. (The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached Utility Permit #21238-S. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized, and no clearing shall take place.)

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: Standard agreement used as previously approved by Laura Coker (0 2/11/2020) los

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff have license agreement executed by the Chairman and the original forwarded to the County Engineer. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed. County Engineer will execute utility permit upon approval of the Commission.

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

Additional instructions/notes: N/A

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between the Baldwin County Commission ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Baldwin County Sewer Service, LLC, C/O Richie Barnett** ("Licensee"), with an address at **14747 Underwood Road Summerdale, AL 36580**.

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as **Redfish Point Road right-of-way** in Baldwin County, Alabama, and more particularly shown on the Site Map and Vicinity Map, which are attached hereto and included as if fully set forth herein (the "Property");

WHEREAS, Licensee desires to obtain access to the Property for the purpose of i**nstalling a 2-inch sewer force main on the north/west side of Redfish Point right-of-way from the end of maintenance, westward approximately 526 LF. A 1.5-inch service will also be installed at 8782 Redfish Point Road. (The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached Utility Permit # 21238-S. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized, and no clearing shall take place.)**; and

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. Grant of Revocable, Non-Exclusive and Temporary License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Baldwin County Sewer Service, LLC**, a revocable, non-exclusive and temporary license (the "License") to enter upon the Property as is reasonably required to **install a 2-inch sewer force main and 1.5-inch service**. No further development or use of the Property is permitted or allowed without Licensor's prior written consent. Licensor retains the right to use the Property as it deems necessary. This License is granted to Licensee and is limited and specifically restricted to Licensee and its representatives ("Licensee Representatives"). Licensee shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Licensee shall be maintained by Licensee for any and all portions of the Property that are not County maintained.

3. Property. The real property subject hereto is limited to and sufficiently described as the **Redfish Point Road right-of-way** in Baldwin County, Alabama, as shown on the Site Map and Vicinity Map attached hereto. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. Term of License (Installation and Maintenance). The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **June 30, 2022**. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensor.

5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any personal or property damage, injury or loss on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons, including death, or damage to any property, whether real or personal, of Licensee or any Licensee Representatives in any way arising out of or related to the Property or Licensee's work contemplated by this Agreement.

6. Compliance. Licensee shall be responsible for obtaining any and all applicable permits. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities thereon, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

7. Public Property. Licensee acknowledges and consents that the Property is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the Property. Licensee makes no claim of private ownership or other possessory interest in the Property subject hereto, and any rights of the Licensee granted by this Agreement are limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the Property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all rights to claims that such work or improvements are private in nature. Licensee further represents and warrants that Licensor, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative, or in any way arising out of or related to the Property or work contemplated by this Agreement. Licensee shall also assume the responsibility for any claims for damage done to any property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives or resulting from work under this Agreement; and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed or improvements installed by Licensee or its representatives pursuant to this Agreement shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensor and within the dates specified in any permits authorizing the work.

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

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of Licensor or Licensee to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the License and permission herein granted to Licensee. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. Licensee shall incur and absorb all financial responsibility that arises to complete the project and/or work contemplated by this Agreement and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage or maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Property caused by periodic maintenance to the Property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

LICENSEE:

BY:_____/_____
/Date

State of Alabama)

County of Baldwin)

I,_____, a Notary Public in and for said County, in said State, hereby certify that _____, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the ___ day of _____, 2021.

_____
Notary Public

My Commission Expires:_____

LICENSOR:

ATTEST: BALDWIN COUNTY, ALABAMA

_____/_____ _____/_____

Wayne Dyess /Date James E. Ball /Date
County Administrator Chairman

State of Alabama)

County of Baldwin)

I,_____, a Notary Public in and for said County, in said State, hereby certify that James E. Ball and Wayne Dyess, as Chairman and County Administrator, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the ___ day of _____, 2021.

_____

Notary Public

My Commission Expires:_____

Baldwin County Highway Department

Wo-220001593

Permit No.	21238-S
District	4
Township	
Range/Section	
Type	Sewer

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

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

W I T N E S S E T H

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

WHEREAS, the project subject hereto and contained herein is hereby described, designated and/or entitled as **Redfish Point Rd. 2" SFM Extension. Installing 1,465LF of 2" HDPE SFM on the East then North side of Redfish Point Rd. The extension will begin at the intersection of Randolf Ave. and Redfish Point Rd., then extend southward then westard. A 1.5" HDPE service will also be bored across Redfish Point Rd. to service 8782 Redfish Point Rd.**

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

NOW THEREFORE, be it agreed as follows

ARTICLE I County Engineer Authority and Least Possible Interference

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

ARTICLE II County Standards

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

ARTICLE III Non -Assignability

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

ARTICLE IV Warranties, Representations and Certifications

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

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

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

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

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

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

ARTICLE V Term and Binding Effect

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

1. continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;

2. Not extend or be enforceable past a maximum of 36 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

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

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

ARTICLE VI Exhibits and Attachments

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

A. Plans and Specifications, Cross Section, Vicinity Map

B. ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein

C. Letter from applicable Wastewater Treatment Facility confirming knowledge of Utility installation and ability to treat the waste (Sewer Permits only)

D. Certificate of Insurance (Baldwin County Commission as "Certificate Holder" ***only)***

E. Construction Schedule

F. _____

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

ARTICLE VII Plans

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

ARTICLE VIII Entire Agreement

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

ARTICLE IX Severability

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

ARTICLE X. Bond Requirements

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

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

1. If the work is determined to be satisfactory by County, return the bond or certified check to the remitter, or;

2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with County forces, and;

3. The County has the authority to determine if a bond is required, depending upon the circumstances of the permit.

ARTICLE XI. Bond Amounts and Reservations

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

A. Buried Cable

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

B. High-pressure, gas pipelines

1. Crossing highway

I. 8-inch diameter and smaller	$10,000
II. 10 through 16-inch diameters	$25,000
III. Larger than 16 inches	$50,000

2. Parallel to highway

I. 8-inch diameter and smaller	$5,000 per mile
II. 10 through 16-inch diameters	$25,000 per mile
III. Larger than 16 inches	$20,000 per mile

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

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

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

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

ARTICLE XII Required Relocation of Facilities

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

ARTICLE XIII Exclusions, Liabilities, and Damages

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

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

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

ARTICLE XIV Plans on Site

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

ARTICLE XV Responsibility for Traffic Control Devices

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

ARTICLE XVI Markings and Decals

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

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

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

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

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

ARTICLE XVII. Implementation of Work

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

ARTICLE XVIII. Site Restoration

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

ARTICLE XIX Non- Waiver

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

ARTICLE XX Mandatory Time of Contact

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

ARTICLE XXI Non-Endorsement

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

ARTICLE XXII Additionally Agreed Upon Provisions (if any)

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

APPROVED BY:

Authorized Representative Date
Baldwin County Highway Department

Permit Manager Date
Baldwin County Highway Department

County Engineer Date
Baldwin County Highway Department

BALDWIN COUNTY HIGHWAY DEPARTMENT
UTILITY PERMITS
PO Box 220
Silverhill, AL 36576
251-972-6831, phone
251-972-6832, fax

APPLICANT:

BY _____
SIGNATURE

Richie Barnett
TYPED OR PRINTED NAME

Operations Manager
TITLE

BCSS
UTILITY COMPANY (IF APPLICABLE)

ADDRESS:
14747 Underwood Rd.
Summerdale, AL 36580
251-971-3022
PHONE NUMBER

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

Given under my hand and official seal, this the 20th day of October, 2021

Deborah K. Hardwick Notary Public
7-31-22

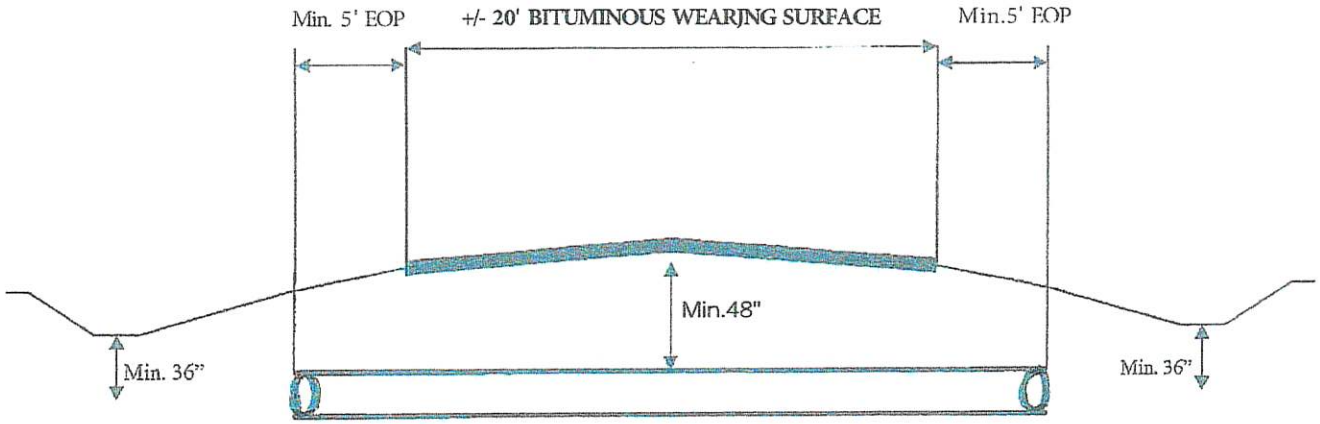


Notes:
-ROW = 30'
-Min. Bury 36"
-Site to be sodded/seeded
-Entire job to be bored

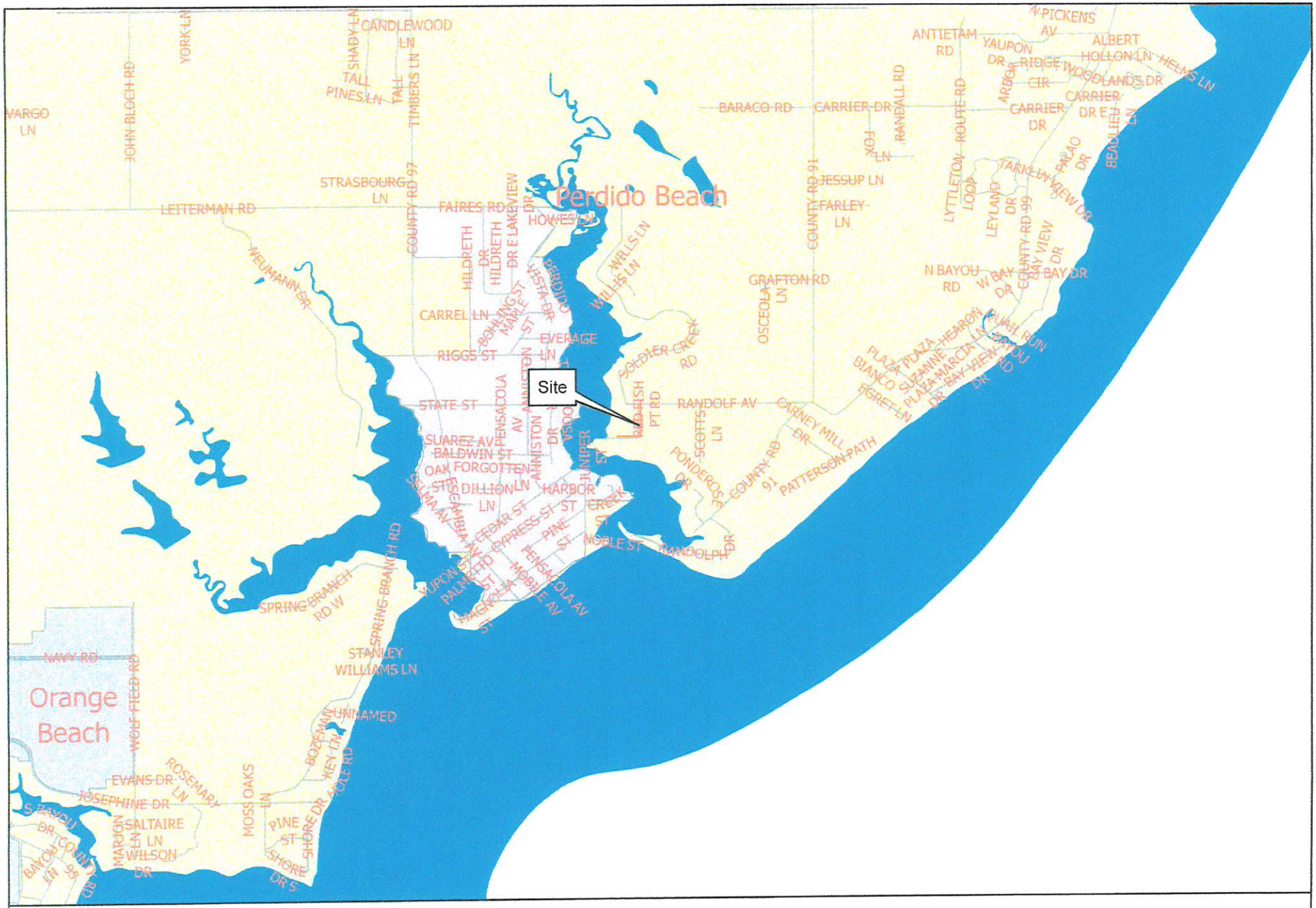
Redfish Point Rd.
2" SFM Extension

BCSS
BALDWIN COUNTY SEWER SERVICE
clean and simple

Typical Bore Detail



Randolf Ave. - 2" Green HDPE DR-9
Redfish Point Rd. - 2" Green HDPE DR-9
- 1 1/2" Green HDPE DR-9



Redfish Point Rd.
Vicinity Map

Miles
0 0.25 0.5 1

Exhibit B

October 20, 2021

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

RE: Redfish Point Rd. 2" SFM Extension

Dear Officials,

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

Sincerely,

Ryne Engel
BCSS
Project Supervisor

Exhibit C

October 20, 2021

Baldwin County Highway Department
Permit Division
Central Annex II
22070 State HWY 59
Robertsdale, AL 56567

Re: Redfish Point Rd. 2" SFM Extension

Dear Officials,

Baldwin County Sewer Service LLC is aware of the installation of a 2" SFM along the East and North side of Redfish Point Rd. to service residents within the area. This project will connect to an existing sewer line currently maintained by Baldwin County Sewer Service, LLC and the sewage conveyed will be treated at the permitted Wastewater Treatment Facility located at 1392 Caney Loop; Lillian, AL 36549. This facility has the capacity and capabilities to treat the additional sewage.

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

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

Sincerely,

Ryne Engel
BCSS
Project Supervisor

Exhibit D

BALDCOU-02 GTARVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2020

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

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

PRODUCER License # 231432
Hub International Gulf South
1141 Montlimar Drive
Suite 2500
Mobile, AL 36609

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 250-6022 FAX (A/C, No): (251) 633-2822
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	[redacted]
INSURER B : Cincinnati Casualty	[redacted]
INSURER C : Navigators Specialty Insurance Company	[redacted]
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Baldwin County Sewer Service, LLC
P.O. Box 1628
Foley, AL 36536

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			[redacted]	9/27/2020	9/27/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			[redacted]	9/27/2020	9/27/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			[redacted]	9/27/2020	9/27/2021	AGGREGATE	$ 10,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Excess Umbrella			[redacted]	9/27/2020	9/27/2021		10,000,000

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

CERTIFICATE HOLDER

Baldwin County Hwy Dept.
Att: Vince Raymer
P. O. Box 220
Silverhill, AL 36576

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Exhibit E

October 20, 2021

Baldwin County Highway Department
Permit Division
Central Annex II
22070 State HWY 59
Robertsdale, AL 56567

Re: Redfish Point Rd. 2" SFM Extension

Dear Officials,

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

Sincerely,

Ryne Engel
BCSS
Project Supervisor

Baldwin County Commission

Agenda Action Form

File #: 22-0212, **Version:** 1 **Item #:** BN8

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Sarah Hart Sislak, MPO Coordinator
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Resolution #2022-021 - Change in the Functional Classification of Corte Road

STAFF RECOMMENDATION
Take the following actions:

1) Adopt Resolution #2022-021 regarding the functional reclassification of Corte Road from a Local Road to a Major Collector; and

2) Approve the County Engineer to send a letter of request and all required documentation to the Alabama Department of Transportation (ALDOT) for the functional reclassification of Corte Road.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Highway Department is requesting the Alabama Department of Transportation change the Functional Classification of Corte Road from a Local Road to a Major Collector. This roadway is a corridor between County Road 13 (a Minor Arterial) and State Route 181 (a Minor Arterial). The Eastern Shore MPO and City of Daphne support this request for reclassification. A change in classification will enable the City of Daphne to pursue funding opportunities in the future.

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 have Resolution executed by the Commission and return to Highway Department (Sarah Sislak). The Highway Department will submit information to ALDOT for reclassification.

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION # 2022-021
OF THE
BALDWIN COUNTY COMMISSION

REQUEST TO RECLASSIFY CORTE ROAD TO MAJOR COLLECTOR

WHEREAS, the County Commission of Baldwin County, Alabama is desirous of changing the Functional Classification of a section of road described as follows:

Reclassify the Functional Classification of Corte Road (from County Road 13 to State Route 181) from a Local Road to a Major Collector.

WHEREAS, the County acknowledges that a safety assessment and recommendations report is required to be submitted to the Alabama Department of Transportation in accordance with the Federal Highway Administration Highway Functional Classification Concepts, Criteria, and Procedures; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION IN REGULAR SESSION ASSEMBLED**,** that Baldwin County hereby requests to change the Functional Classification of the above referenced road.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 16th day of November, 2021.

_____
Commissioner James E. Ball
Chairman

_____
Commissioner Charles F. Gruber
Vice Chairman

_____
Commissioner Joe Davis, III

_____
Commissioner Billie Jo Underwood

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

November 16, 2021

Mr. Bradley Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard
Room D 101
Montgomery, Alabama 36110

Re: Request for Change in Functional Classification
Corte Road from County Road 13 to State Route 181

Dear Mr. Lindsey:

The Baldwin County Commission is requesting that Corte Road be reclassified from a Local Road to a Major Collector. Please find enclosed the following attachments to support the request for the change in functional classification.

1. Original Signed Resolution
2. Letter of Justification
3. Traffic Request Form
4. Traffic Counts
5. Location Map
6. Functional Classification Map
7. Safety Assessment Report
8. Resolution of Support (MPO)
9. City of Daphne Request Re Corte Reclassification

Thank you for your consideration of this request. If you need any additional information, please contact Mr. Seth Peterson, P.E. at 251-970-4055, or at speterson@baldwincountyal.gov

Sincerely,

Joey Nunnally, P.E.
County Engineer

JN/SP/shs
Cc: Matthew Eriksen, P.E.
file

BALDWIN COUNTY
HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX (251) 937-0201

JOEY NUNNALY, P.E.
COUNTY ENGINEER

November 16, 2021

Mr. Bradley Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard
Room D 101
Montgomery, Alabama 36110

Re: Letter of Justification
Corte Road from County Road 13 to State Route 181

Dear Mr. Lindsey:

The Baldwin County Commission is requesting that Corte Road be reclassified from a Local Road to a Major Collector. Our office has gathered the following data to support the request.

Average Daily Traffic (ADT) and Percent Truck Volume:

The 2021 ADT volume range is 1502 - 1936 vehicles per day. The truck volume for 2021 is 1.0% - 1.4%

There are several residential neighborhoods, retail and non-retail establishments, churches and business centers in the area.

Connecting Roads and Nearby Collectors or Higher

Corte Road begins at County Road 13 which is a Minor Arterial, and runs easterly to State Route 181, which is also a Minor Arterial. The length of the entire road is approximately 1.03 miles.

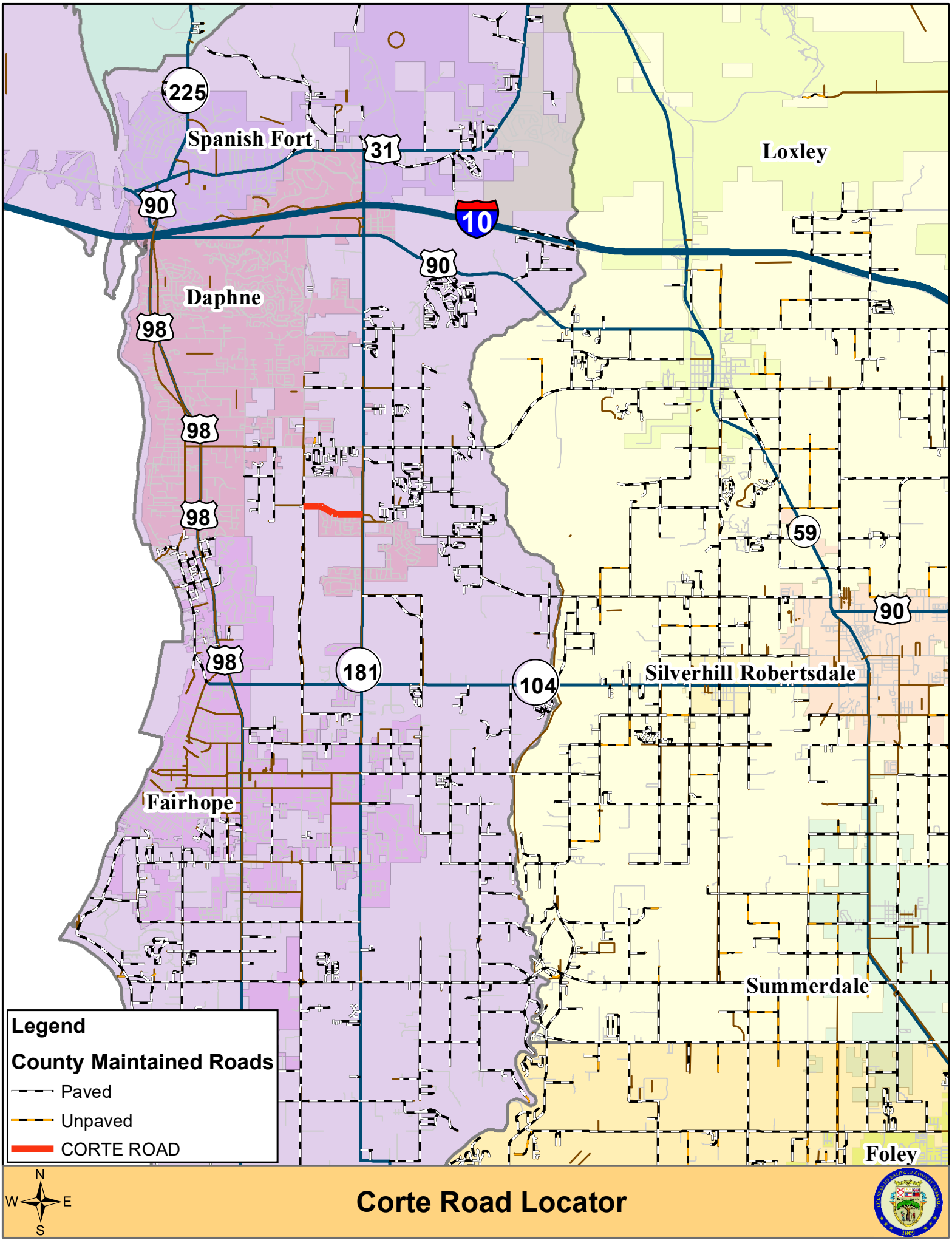
Functionally classified roads in the area include:

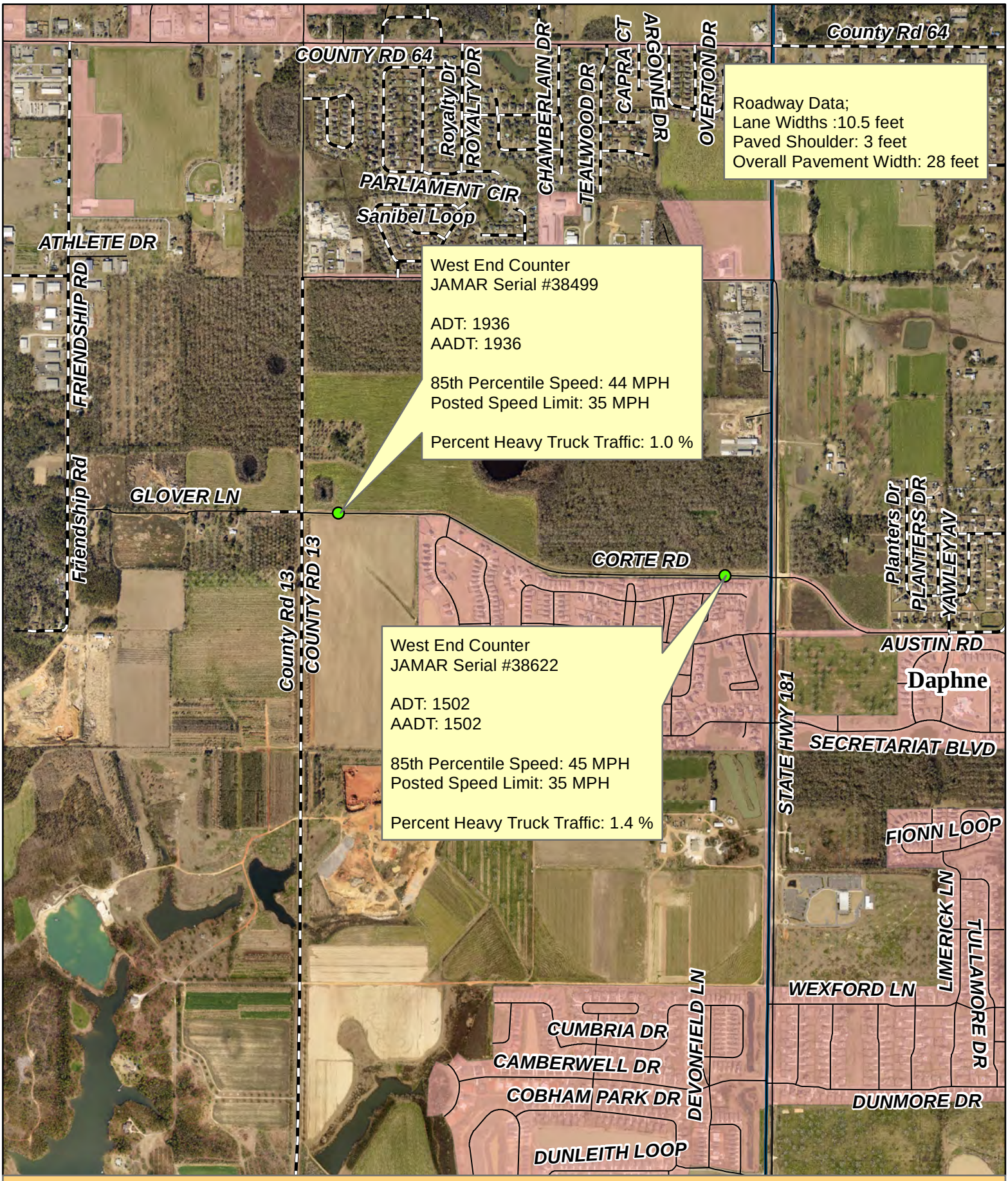
Minor Arterials - State Route 104, County Road 64
Major Collectors – Austin Road, County Road 54, Rigsby Road, Pollard Road, Johnson Road, Belforest Cemetery Road.

Thank you for your consideration of this request. If you need any additional information, please contact Mr. Seth Peterson, P.E. at 251-970-4055, or at speterson@baldwincountyal.gov

Sincerely,

Joey Nunnally, P.E.
County Engineer


225
Spanish Fort
31
Loxley
90
10
90
Daphne
98
98
98
98
59
90
181
104
Silverhill Robertsdale
Fairhope
Summerdale
Foley
Legend
County Maintained Roads
Paved
Unpaved
CORTE ROAD
N
W
E
S
Corte Road Locator



N
W E
S

Corte Road Traffic Study
October 7-11, 2021

0 0.1 0.2 0.3 0.4 Miles

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

November 16, 2021

Mr. Bradley Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard
Room D 101
Montgomery, Alabama 36110

Re: Safety Assessment Report
Corte Road, Baldwin County, Alabama

Dear Mr. Lindsey:

The following information is submitted as required for the Safety Assessment of Corte Road in Baldwin County, Alabama:

Corte Road consists of a 2 lane roadway. It connects with County Road 13 and runs easterly approximately 1.03 miles to State Route 181. The right-of-way varies from 80-90 feet throughout the entire project. The terrain is flat. The overall pavement width is 28' consisting of (2) 10.5' wide lanes without a median and 3' wide shoulders. The vertical grade is flat or less than 1%. There are 5 horizontal curves. The design speed for this project shall be 45 MPH.

Horizontal Alignment: There are 5 horizontal curves on the project.

Vertical Curves: There are no vertical curves on this project.

Stopping Sight Distance: The project will meet the 45 mph design speed.

Horizontal Clearance: There is no encroachment in the clear zone.

Box Type, Bridge Type Culverts and Bridges: There are no major drainage structures located within the project limits.

Rail Crossings: There are no rail crossings within the project limits.

Accident Data: There are no road defects contributing to any accidents.

If you need any additional information, please contact Mr. Seth Peterson, P.E. at 251-970-4055, or at spеterson@baldwincountyal.gov

Sincerely,

Joey Nunnally, P.E.
County Engineer

EASTERN SHORE METROPOLITAN PLANNING ORGANIZATION

RESOLUTION NO. 2022-03

Support of Functional Classification of Corte Road

WHEREAS, the Eastern Shore Metropolitan Planning Organization (MPO) is the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by the FAST Act, Sections 1201 and 1202, December 2015); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

WHEREAS, the Baldwin County Commission is desirous that the Alabama Department of Transportation and Federal Highway Administration classify Corte Road from State Route 181 to County Road 13 as a Collector under the Highway Functional Classification System; and

WHEREAS, the Eastern Shore MPO supports the request and need; now

THEREFORE, BE IT RESOLVED that the Eastern Shore Metropolitan Planning Organization does hereby support the classification of Corte Road as a Collector.

The foregoing resolution was adopted and approved on the 27th day of October 2021, by the Eastern Shore Metropolitan Planning Organization Policy Board.

Jack Burrell Date: 10/27/21
Jack Burrell, Chairperson

ATTEST:

Jessica Mayo Date: 10/27/21

City Development

November 5, 2021

Mr. Jeb Ball
Mrs. Billie Jo Underwood
Mr. Joe Davis
Mr. Skip Gruber
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Dear Commissioners,

The City of Daphne would like to request that Baldwin County submit a request to ALDOT to reclassify Corte Road. We appreciate the cooperation and coordination. Should you have any questions concerning this matter, do not hesitate to contact my office or our City Engineer, Josh Newman.

Sincerely,

Troy R. Strunk
Executive Director, City Development

Baldwin County Commission

Agenda Action Form

File #: 22-0216, **Version:** 1 **Item #:** BN9

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Sarah Hart Sislak, MPO Coordinator
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Resolution #2022-022 - Change in the Functional Classification of Saint Michael Way

STAFF RECOMMENDATION
Take the following actions:

1) Adopt Resolution #2022-022 regarding the functional reclassification of Saint Michael Way from a Local Road to a Major Collector; and

2) Approve the County Engineer to send a letter of request and all required documentation to the Alabama Department of Transportation (ALDOT) for the functional reclassification of Saint Michael Way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Highway Department is requesting the Alabama Department of Transportation change the Functional Classification of Saint Michael Way from a Local Road to a Major Collector. This roadway connects with State Route 104 (a Minor Arterial) and runs easterly approximately 2.5 miles to State Route 181 (a Minor Arterial). A change in classification will enable the Baldwin County Highway Department to pursue funding opportunities in the future.

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 have Resolution executed by Commission and return to Highway Department (Sarah Sislak). The Highway Department will submit information to ALDOT for reclassification.

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION # 2022-022
OF THE
BALDWIN COUNTY COMMISSION

REQUEST TO RECLASSIFY SAINT MICHAEL WAY TO MAJOR COLLECTOR

WHEREAS, the County Commission of Baldwin County, Alabama is desirous of changing the Functional Classification of a section of road included in the Baldwin County Road System and described as follows:

> **Reclassify the Functional Classification of Saint Michael Way (from State Route 104 to State Route 181) from a Local Road to a Major Collector.**

WHEREAS, the County acknowledges that a safety assessment and recommendations report is required to be submitted to the Alabama Department of Transportation in accordance with the Federal Highway Administration Highway Functional Classification Concepts, Criteria, and Procedures; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION IN REGULAR SESSION ASSEMBLED**,** that Baldwin County hereby requests to change the Functional Classification of the above referenced road.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 16th day of November, 2021.

_____	_____
Commissioner James E. Ball Chairman	Commissioner Charles F. Gruber Vice Chairman
_____	_____
Commissioner Joe Davis, III	Commissioner Billie Jo Underwood

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

November 16, 2021

Mr. Bradley Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard
Room D 101
Montgomery, Alabama 36110

Re: Request for Change in Functional Classification
Saint Michael Way from State Route 104 to State Route 181

Dear Mr. Lindsey:

The Baldwin County Commission is requesting that Saint Michael Way be reclassified from a Local Road to a Major Collector. Please find enclosed the following attachments to support the request for the change in functional classification.

1. Original Signed Resolution
2. Letter of Justification
3. Traffic Request Form
4. Traffic Counts
5. Location Map
6. Functional Classification Map
7. Safety Assessment Report
8. Resolution of Support (MPO)

Thank you for your consideration of this request. If you need any additional information, please contact Mr. Seth Peterson, P.E. at 251-970-4055, or at speterson@baldwincountyal.gov

Sincerely,

Joey Nunnally, P.E.
County Engineer

JN/SP/shs
Cc: Matthew Eriksen, P.E.
file

BALDWIN COUNTY
HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX (251) 937-0201

JOEY NUNNALY, P.E.
COUNTY ENGINEER

November 16, 2021

Mr. Bradley Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard
Room D 101
Montgomery, Alabama 36110

Re: Letter of Justification
Saint Michael Way from State Route 104 to State Route 181

Dear Mr. Lindsey:

The Baldwin County Commission is requesting that Saint Michael Way be reclassified from a Local Road to a Major Collector. Our office has gathered the following data to support the request.

Average Daily Traffic (ADT) and Percent Truck Volume:

The 2021 ADT volume range is 1045 - 1298 vehicles per day. The truck volume for 2021 is 2.0% - 2.2%

There are several residential neighborhoods and a High School.

Connecting Roads and Nearby Collectors or Higher

Saint Michael Way begins at State Route 104 which is a Minor Arterial, and runs easterly to State Route 181, which is also a Minor Arterial. The length of the entire road is approximately 2.5 miles.

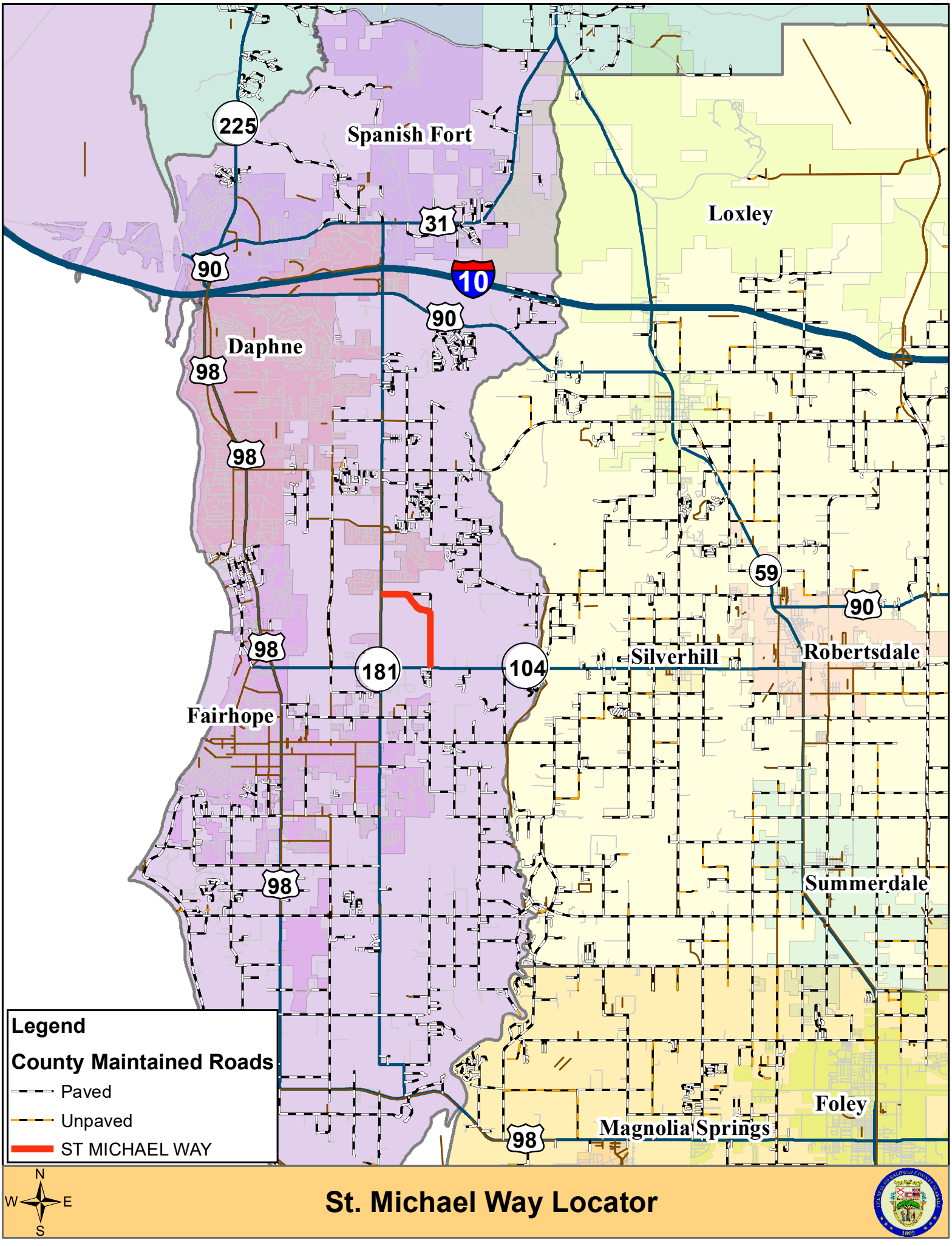
Functionally classified roads in the area include:

Principal Arterial – US Hwy 98
Minor Arterials - State Route 104, State Route 181, Scenic Hwy 98, US Hwy 98A
Collectors – County Road 13, County Road 30, County Road 40

Thank you for your consideration of this request. If you need any additional information, please contact Mr. Seth Peterson, P.E. at 251-970-4055, or at speterson@baldwincountyal.gov

Sincerely,

Joey Nunnally, P.E.
County Engineer


225
Spanish Fort
31
Loxley
90
10
90
Daphne
98
98
59
90
98
181
104
Silverhill
Robertsdale
Fairhope
98
Summerdale
Foley
Magnolia Springs
98
Legend
County Maintained Roads
Paved
Unpaved
ST MICHAEL WAY
N
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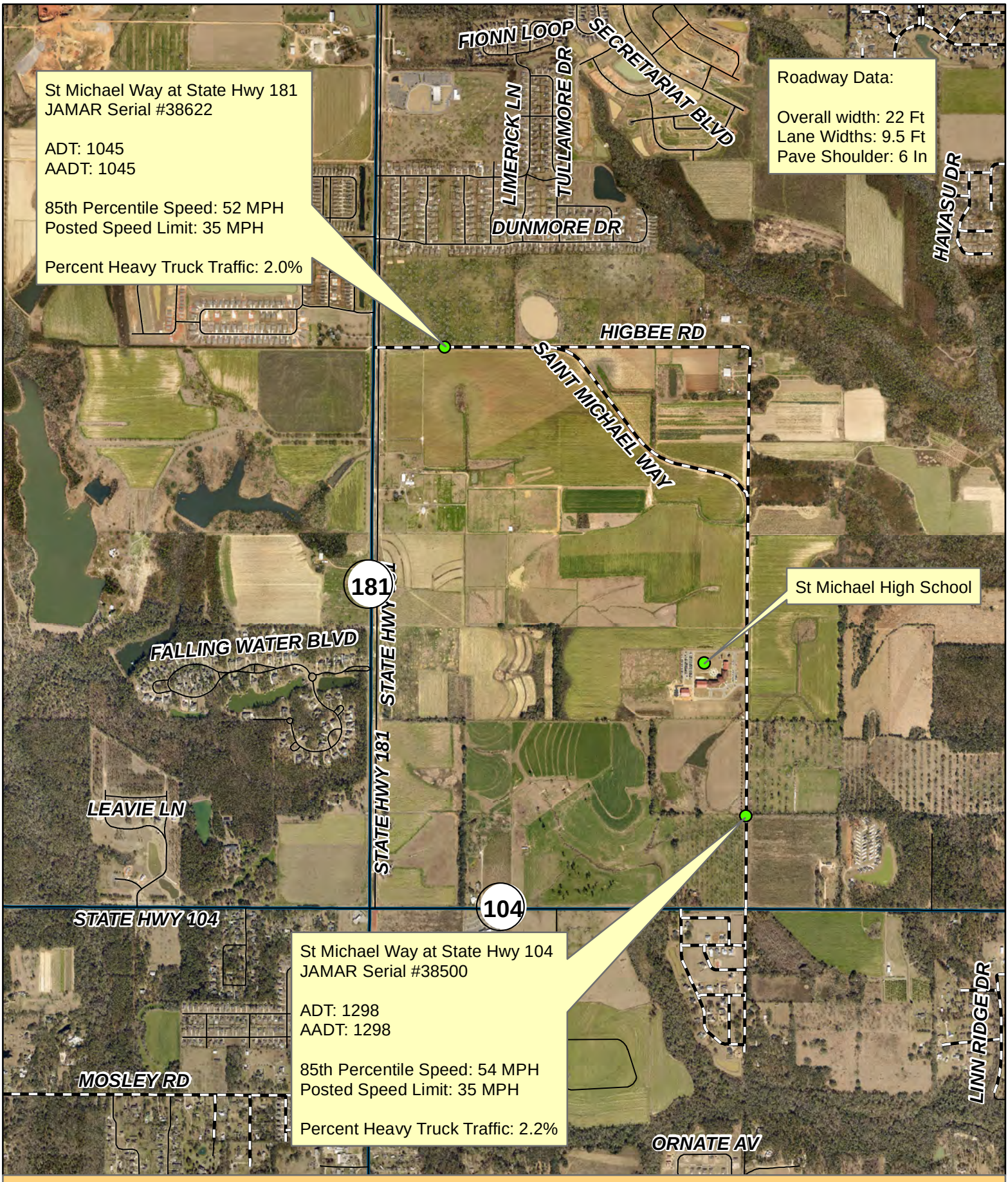
St. Michael Way Locator



N
W E
S

St Michael Way Traffic Study
October 18-21, 2021

0 0.15 0.3 0.45 0.6 Miles

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

November 16, 2021

Mr. Bradley Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard
Room D 101
Montgomery, Alabama 36110

Re: Safety Assessment Report
Saint Michael Way, Baldwin County, Alabama

Dear Mr. Lindsey:

The following information is submitted as required for the Safety Assessment of Saint Michael Way in Baldwin County, Alabama:

Saint Michael Way consists of a 2 lane roadway. It connects with State Route 104 and runs easterly approximately 2.5 miles to State Route 181. The right-of-way is 60 feet throughout the entire project. The terrain is flat. The overall pavement width is 22' consisting of (2) 9.5' wide lanes without a median and 6'' wide shoulders. The vertical grade is flat or less than 1%. There are 5 horizontal curves. The design speed for this project shall be 35 MPH.

Horizontal Alignment: There are 5 horizontal curves on the project.

Vertical Curves: There are no vertical curves on this project.

Stopping Sight Distance: The project will meet the 35 mph design speed.

Horizontal Clearance: There is no encroachment in clear zone.

Box Type, Bridge Type Culverts and Bridges: There are no major drainage structures located within the project limits.

Rail Crossings: There are no rail crossings within the project limits.

Accident Data: There are no road defects contributing to any accidents.

If you need any additional information, please contact Mr. Seth Peterson, P.E. at 251-970-4055, or at spеterson@baldwincountyal.gov

Sincerely,

Joey Nunnally, P.E.
County Engineer

EASTERN SHORE METROPOLITAN PLANNING ORGANIZATION

RESOLUTION NO. 2022-04

Support of Functional Classification of St Michael Way

WHEREAS, the Eastern Shore Metropolitan Planning Organization (MPO) is the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by the FAST Act, Sections 1201 and 1202, December 2015); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

WHEREAS, the Baldwin County Commission is desirous that the Alabama Department of Transportation and Federal Highway Administration classify St. Michael Way from State Route 181 to State Route 104 as a Collector under the Highway Functional Classification System; and

WHEREAS, the Eastern Shore MPO supports the request and need; now

THEREFORE, BE IT RESOLVED that the Eastern Shore Metropolitan Planning Organization does hereby support the classification of St. Michael Way as a Collector.

The foregoing resolution was adopted and approved on the 27th day of October 2021, by the Eastern Shore Metropolitan Planning Organization Policy Board.

Jack Burrell Date: 10/27/21
Jack Burrell, Chairperson

ATTEST:

Jessica Mayo Date: 10/27/21

Baldwin County Commission

Agenda Action Form

File #: 22-0213, **Version:** 1 **Item #:** BN10

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Sarah Hart Sislak, MPO Coordinator
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Sain Associates, Inc. - Agreement for Consulting Services - Travel Demand Modeling

STAFF RECOMMENDATION
Approve the Agreement for Consulting Services between the Baldwin County Commission and Sain Associates, Inc., for travel demand modeling services. (The agreement shall be effective upon full execution and shall terminate upon thirty-six (36) months or seven (7) days written notice by the County.)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Eastern Shore MPO uses travel demand modeling to evaluate impacts of projects and identify future transportation needs using census and socioeconomic data. The MPO Policy Board authorized MPO staff to enter into a contract with a consultant to provide travel demand modeling services on an as needed basis. The County Engineer and MPO staff are requesting to select Sain Associates, Inc., through the Alternate Selection Process choosing from an Alabama Department of Transportation (ALDOT) approved consultant list and enter into an agreement for travel demand modeling services.

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: Laura Coker (approved 10/26/2021) los

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration staff have agreement signed by Chairman and send one executed copy to Sain Associates, Inc.

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

Contact:

Sain Associates, Inc.
Joseph E Meads, P.E.
Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243

Additional instructions/notes: N/A

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between the Baldwin County Commission (hereinafter referred to as the "County"), and Sain Associates Inc., an Alabama corporation (hereinafter referred to as "Sain").

WHEREAS the County desires to engage a qualified and experienced consultant to support staff of the Eastern Shore Metropolitan Planning Organization (hereinafter referred to as the "Eastern Shore MPO") with travel demand modeling as needed; and

WHEREAS, Sain has represented to the County that it is experienced and qualified to perform such services, and the County has relied upon such representation.

NOW, THEREFORE, the County and Sain, in consideration of the mutual promises and obligations contained herein and under the conditions set forth, the receipt and sufficiency of which are hereby acknowledged, do agree as follows:

SECTION 1 – Employment of Sain

1.1 Sain agrees to perform services as requested by the County and by staff of the Eastern Shore MPO.

SECTION 2 – Scope of Services

2.1 If authorized in writing by the county, Sain shall furnish travel demand modeling/transportation planning services covered by this agreement, including:

- Increasing geographic coverage of model
- Model updating to current year/new horizon year
- Demographic file updates
- Roadway network updates
- Evaluating new roadways and developments

2.2 Failure of Sain to secure written approval from the County prior to furnishing any additional services shall relieve the County of any financial obligation to pay for such services.

SECTION 3 – Period of Services

3.1 This Agreement shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the earlier of (i) the expiration of thirty-six (36) months or (ii) a written notification of termination as set forth below. Provided, however, that any scope of work agreement properly executed within the term of this Contract shall remain valid and effective pursuant to the terms of such scope of work agreement if the time for performance of such scope of work agreement does not exceed thirty-six (36) months and so long as such scope of work agreement is not otherwise terminated by either party as provided for herein.

SECTION 4 – Compensation for Sain Services

4.1 The County shall pay Sain on the basis of the work completed. Sain shall be paid on an hourly basis at an hourly, fully multiplied rate in accordance with the attached bill rate schedule.

4.2 Direct expenses related to the project will be charged to the project based on the total actual cost of the direct expense, with no markup.
Eligible expenses include but are not necessarily limited to: reproduction of documents and other materials, and travel to and from meetings approved by Eastern Shore MPO staff.

4.3 Contracted fees shall be billed per invoices submitted by Sain.

4.4 Sain shall be compensated in monthly installments as work is completed under terms of this Agreement, subject to approval by the County of a progress report and invoice payment request from Sain specifying that Sain is entitled to receive the amount requisitioned. It is agreed that monthly progress payments for fees earned under this Agreement are due and payable to Sain within thirty (30) days of submission by Sain of invoices approved by the County. If the County disputes any or all portion of an invoice, the County shall so notify Sain within seven (7) calendar days following receipt of said invoice, identify the basis of disagreement, and pay when due that portion of the invoice, if any, not in dispute. Payments will be made in the amount earned, less any previous partial payments.

4.5 The County may terminate this Agreement in part or in whole upon seven (7) days written notice to Sain. In the event of such termination by the County, Sain shall be entitled to compensation for approved and completed services provided under this Agreement up to the date of termination. In the event of termination, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by Sain under this Agreement shall become the property of the Eastern Shore MPO.

SECTION 5 – General Conditions

5.1 Sain shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of work by the County will not relieve Sain of the responsibility for subsequent correction of any errors and the clarification of any ambiguities. This is limited to what is the accepted professional practice at the time of the delivery of the work product.

5.2 Sain shall comply with the relevant requirements of all Federal and State laws. Sain warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Sain, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Sain, any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from making of this Agreement.

5.3 Sain shall not employ any person or persons in the employ of the County for any work required by the terms of this Agreement, without the written permission of the County except as may otherwise be provided for herein.

5.4 Sain shall not subcontract any portion of the work or services to be performed under this contract without the prior approval of the County.

5.5 Authorized representatives of the County may, at all reasonable times, review and inspect the Project activities and data collected under this Agreement and extensions thereto.
All reports, electronic files, studies, specifications, estimates, maps, and computations prepared by Sain shall be available for review to authorized representatives of the County.

5.6 To the fullest extent allowed by law, Sain and County agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Sain and the County. They shall be borne by each party in proportion to its negligence.

5.7 This Agreement shall be deemed to have been executed in Alabama and all questions of interpretation shall be governed by the laws of the State of Alabama with proper venue for any claim arising hereunder lying in Baldwin County.

5.8 Sain shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than $1,000,000.00 each occurrence, and $2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than $1,000,000.00 combined single limit, (c) Umbrella Liability insurance of not less than $5,000,000.00, (d) Workers' Compensation insurance meeting or exceeding the statutory requirements. And (e) Errors and Omissions insurance of not less than $1,000,000.00. A Certificate of Insurance confirming such insurance and limits will be provided to the County upon request. Sain shall cause insurer to furnish to County future certificate(s) evidencing the insurance described herein at any time upon request. Sain will provide County with no less than thirty (30) days-notice of any material change, notice of non-renewal or cancellation.

5.9 Upon completion of all terms of this Agreement, all documents, reports, maps, non-proprietary electronic files, data, and studies prepared by Sain pursuant thereto shall become the property of the County.

5.10 If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

5.11 This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in Sain on behalf of the County. The parties hereby acknowledge and covenant that Sain is an independent contractor and will act exclusively as an independent contractor and not as an employee of the County in performing the duties hereunder.

The parties do not intend and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The County will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Sain. All such taxes, if due, are the responsibilities of Sain and will not be charged to the County.

Sain agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the County, for work done in relation to this Agreement.

5.12 The parties agree 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 Agreement or any amendments hereto.

5.13 All notices required or permitted to be given hereunder shall be in writing and shall be delivered to the parties at the addresses set forth below. Notice shall be deemed to be served upon deposit in an office of the United States Postal Service, or successor governmental agency, registered or certified mail, return receipt requested, or upon receipt by a reputable overnight courier service (such as Federal Express), receipt requested.

If to Sain:
Sain Associates, Inc.
Two Perimeter Park South
Suite 500 East
Birmingham, AL 35243

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

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

COUNTY ATTEST:

_____/_____ _____/_____
JAMES E. BALL /Date WAYNE DYESS /Date
Chairman County Administrator

State of Alabama)
County of Baldwin)

I, _____, Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, are known to me, acknowledged before me on this day that, being informed of the contents of this Contract, they, as such officers and with full authority, executed same voluntarily on behalf of said Commission.

Given under my hand and official seal, this the ___ day of _____, 2021.

_____
Notary Public

My Commission Expires: _____

SAIN ASSOCIATES, INC.

BY: _____/_____
AS ITS:_____ /Date

State of Alabama)
County of Baldwin)

I, _____, Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Sain Associates, Inc., a _____, is known to me, acknowledged before me on this day that being informed of the contents of this Contract, he/she, as such officer and with full authority, executed same voluntarily on behalf of said _____.

Given under my hand and official seal, this the ___ day of _____, 2021.

_____
Notary Public

My Commission Expires: _____

Bill Rate Schedule

Rates:

Principal	$180.00 - $250.00 per Hour
Engineer/Planner	$98.00 - $144.00 per Hour
Senior Engineer	$150.00 - $200.00 per Hour
GIS Professional	$120.00 - $133.00 per Hour
Designer	$87.00 - $122.00 per Hour
Surveyor	$93.00 - $130.00 per Hour
Survey Crew (1-Person)	$90.00 per Hour
Survey Crew (1-Person + Robot)	$140.00 per Hour
Survey Crew (2-Person)	$160.00 per Hour
Survey Crew (3-Person)	$195.00 per Hour
Survey Per Diem	$150.00 per person per Night
Administrative Support	$60.00 - $75.00 per Hour

Baldwin County Commission

Agenda Action Form

File #: 22-0217, **Version:** 1 **Item #:** BO1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Ron Ballard, Juvenile Detention Center Director
Submitted by: Ron Ballard, Juvenile Detention Center Director

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ITEM TITLE
Alabama Department of Youth Services (DYS) Part 1 and Part 2 Grant Subsidy Agreement Fiscal Year 2021-2022

STAFF RECOMMENDATION
Take the following actions:

1) Authorize the Chairman to execute the Alabama Department of Youth Services (DYS) Part 1 Grant/Subsidy Agreement Fiscal Year 2021-2022 and any related documents, which awards the Baldwin County Regional Juvenile Detention Center (JDC) $14,000.00 per county for providing seven (7) counties at a minimum of one bed per day per county for a total of $98,000.00 for the following counties:

Baldwin, Choctaw Clarke, Conecuh, Escambia, Monroe, and Washington

2) Authorize the Chairman to execute the Alabama Department of Youth Services (DYS) Part 2 Grant/Subsidy Agreement Fiscal Year 2021-2022 and any related documents, which awards the Baldwin County Regional Juvenile Detention Center $151,678.00 for the population of the regional service area. The formula provides $0.43209043024445 per person based on the 2020 United States Census.

BACKGROUND INFORMATION

Previous Commission action/date: 02/02/2021

Background: The Baldwin County Regional Juvenile Detention Center in correlation with the Alabama Department of Youth Services provides a safe and secure environment for the juvenile accused of committing a criminal act or are at risk to public safety, pending adjudication by the court. The Grant/Subsidy amount incorporates the distribution formula as required by Legislative Act 21-479.

FINANCIAL IMPACT

Total cost of recommendation: Revenue to the county of $249,678.00

Budget line item(s) to be used: 105.44272

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

LEGAL IMPACT

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

Mail signed agreement to:
Department of Youth Services
Attn: LeTonya Bowman, Accounting Director
Post Office Box 66
Mount Meigs, Alabama 36057

Additional instructions/notes: N/A

State of Alabama

DEPARTMENT OF YOUTH SERVICES

KAY IVEY
GOVERNOR

STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

October 29, 2021

RECEIVED
NOV 03 2021
BY:

Mr. Charles F. Gruber, Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Dear Mr. Gruber:

Please find the enclosed FY 2022 grant agreement for the Local Detention Center Subsidy. This agreement incorporates the new distribution formula as required by Legislative Act 21-479. Population numbers are based on the 2020 U. S. Census.

Once signed, please return an original to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services
Attn: LeTonya Bowman
P.O. Box 66
Mount Meigs, AL 36057

Sincerely,

LeTonya Bowman
Accounting Director

ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
Fiscal Year 2021 – 2022

The Alabama Department of Youth Services hereby awards to **Baldwin County Commission** (hereinafter called Recipient) the total amount of **Two hundred forty-nine thousand, six hundred seventy-eight and no/100 dollars ($249,678.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: **Baldwin, Choctaw, Clarke, Conecuh, Escambia, Monroe, Washington.** These funds are formula driven by Legislative Act 21-479 as summarized in the table below.

# Beds	# COs	Part I $14,000 per county	Part II		FY22 TOTAL	2020 U S Census Combined County Population
30	**7**	**98,000**	**151,678**		**249,678**	351,033

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. (* $69,867 of the Part II funding represents a conditional adjustment available for FY2022) Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2021.

Accepted by:_____ Title_____

Alabama Department of Youth Services

_____
Steven P. Lafreniere
Executive Director

_____
Legal Counsel
Reviewed for legal form.

Baldwin County Commission

Agenda Action Form

File #: 22-0219, **Version:** 1 **Item #:** BQ1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Animal Control - Promotion of Employee into Animal Shelter Manager Position

STAFF RECOMMENDATION
Take the following actions:

1) Approve the promotion of George Wesley Majors from the Office Manager position (PID #5352) grade 306 ($15.50 per hour / $32,240.00 annually), to fill the open Animal Shelter Manager position (PID #5351) at a grade S315 ($50,481.60 annually), to be effective no sooner than November 22, 2021; and

2) Approve the position descriptions for the Animal Shelter Manager, Senior Animal Control Officer, and Animal Control Officer; and

3) Approve the updated organizational chart for the Animal Control.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Animal Shelter Manager position was vacated due to the resignation of the previous employee. The County Administrator respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: $50,481.60 - budgeted

Budget line item(s) to be used: 10955410.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Animal Shelter Manager

Department: Animal Control

Job Analysis: 07/2017, 06/2018, 03/2019, 10/2019, 09/2021, 11/2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: County Administrator

Subordinate Staff: Office Manager, Animal Resource Officer, Animal Placement Specialist, ~~Senior Animal Control Officer,~~ Senior Animal Control Technician, ~~Animal Control Officer,~~ Animal Control Technician, ~~PT~~ Office Assistant IV~~, PT Animal Control Technician~~

Other Internal Contacts: All County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Exempt (S315)

Job Summary

This position is responsible for supervisory and administrative work in directing the activities of the Animal Shelter.

Job Domains

1. Supervises the general operations of the Animal Shelter.
2. Facilitates a team environment and assists all subordinate staff as needed.
3. Coordinates with the Advisory Board, the County Administrator, and the Animal Resource Supervisor to develop and implement departmental policies and procedures.
4. Liaises with the Advisory Board.
5. Enforces the laws, ordinances, rules and regulations relating to the humane care, treatment and control of animals.
6. Plans, organizes, schedules, and directs the training and work of subordinate staff with input from the staff as needed.
7. Develops and submits annual the budget proposal.
8. Manages expenditures, revenues, and compiles and submits monthly, quarterly and annual statistical reports.

9. Maintains control over the receipt and disbursement of all monies and fees, including deposits and the review of invoices.
10. Oversees the collection and confinement of animals to assure compliance with laws, ordinances and regulations.
11. Receives complaints and explains regulations regarding the impounding and treatment of animals and service provided to concerned citizens.
12. Establishes and maintains professional relationships with other agencies and organizations as it relates to animal control.
13. Prepares Commission agenda items as necessary.
14. Maintains TNR (Trap-Neuter-Release) Program when such program has been approved by the Commission, activities to include monitoring invoices, tracking the cats and the cost of the program, and assigning staff and/or assisting as needed with trapping and transporting TNR animals to the veterinarian office(s).
15. Monitors activities of and performs when necessary, duties related to the proper disposal of animals in accordance with regulations and prescribed methods.
16. Remains on call for shelter related emergencies.
17. Assists with investigations as needed in conjunction with the Sheriff's Office and local Health Department.
18. Testifies in court when required.
19. Prepares and maintains records.
20. Transports animals to the veterinarian as needed.
21. Performs related work as required.

Knowledge, Skills, and Abilities

1. Expert knowledge related to team management and the supervision of staff.
2. Good knowledge of Microsoft office applications, data processing principles, and computer functions.
3. Good knowledge of shelter operations and general accounting principles.
4. General knowledge of domestic animals and the care of those animals.
5. General knowledge of domestic animal diseases.
6. Ability to learn and update necessary County software applications and systems.
7. Ability to maintain financial records, audit invoices, and prepare and administer budgets.
8. Ability to exercise good judgment and discretion when dealing with sensitive subjects, such as euthanasia of animals.
9. Ability to maintain professionalism in all aspects of work.
10. Ability to interpret and enforce animal control laws, ordinances and regulations.
11. Ability to plan, organize and direct the work of others.
12. Ability to compile and present oral and written reports.
13. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
14. Hear well enough to respond to verbal communication and to use the telephone.
15. Body movement to bend, stoop and move about.
16. Manual dexterity to write and type.
17. Must be able to lift up to 50 pounds, with or without accommodation.

Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Be willing and available to attend training related to job.
3. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. High school diploma or equivalent.
3. Minimum of five (5) years' experience dealing with a variety of animal situations, including three (3) years' experience in a supervisory capacity; or a combination of education and experience equivalent to these requirements.
4. Completion of Animal Control Academy within the first twelve (12) months of employment.

POSITION DESCRIPTION

Title:	Animal Control Officer
Department:	Animal Control
Job Analysis:	Nov 2011, July 2017, June 2018, March 2019, Oct 2019, Nov 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Senior Animal Control Officer, ~~County Humane Officer,~~ County Administrator
Subordinate Staff:	None
Internal Contacts:	County Employees
External Contacts:	Citizens, Elected Officials, Veterinarians, General Public
Status:	Classified/Non-Exempt (303)

Job Summary

This is entry level work enforcing animal control laws, ordinances, and regulations. Employees in this class patrol a defined geographic area and respond to and investigate complaints and possible violations related to animal control. Employees in this class may perform other duties related to the care and maintenance of the animal shelter facility and impounded animals as assigned.

Job Domains

1. Patrols a defined geographic area to ensure compliance with animal control laws, ordinances, and regulations; responds to and investigates animal complaints and possible violations of state law concerning stray dogs and cats without rabies tags and dogs running at large; prioritizes complaints received from the public.
2. Issues warnings and/or citations for state animal control law violations.
3. Captures, handles, and transports stray, sick, injured, diseased, vicious, feral, and domesticated animals and transports them to the animal shelter or veterinarian if needed.
4. Communicates with the public concerning animals at the shelter, state laws, and information regarding responsible pet ownership.
5. Keeps records of calls and complaints received and actions taken and ensures the data is entered into the shelter computer software.

6. When not performing patrols, cleans and disinfects cages, floors, and walls of kennels under the direction of the Animal Resource Supervisor or Senior Animal Control Technician as assigned.
7. When not performing patrols, interacts with the public to provide adoption of available pets under the direction of the Animal Resource Supervisor or Senior Animal Control Technician as assigned.
8. When not performing patrols, assists the Animal Placement Specialist as needed.
9. Transports animals to the veterinarian in the mornings prior to performing animal control patrols and transports at other times during the day when not performing patrols.
10. Performs related duties as assigned.
11. Testifies in court when required.

Knowledge, Skills, and Abilities

1. Some knowledge of the laws, ordinances and regulations governing the custody and disposition of animals.
2. Some knowledge of safety practices and procedures in dealing with animals.
3. Some knowledge of the geography of the area assigned to patrol.
4. Ability to learn and use software applications.
5. Ability to read, interpret and explain animal control laws, ordinances and regulations.
6. Ability to make clear, concise reports.
7. Ability to operate a two-way radio.
8. Ability to perform strenuous tasks such as lifting, carrying, crawling and running.
9. Ability to work in varying weather conditions, to include heat and cold temperatures.
10. Ability to understand and carry out oral and written instructions.
11. Ability to safely operate a motor vehicle and travel to locations within the community.
12. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
13. Manual dexterity to write and type.

Other Characteristics

1. Must have own transportation.
2. Be willing and available to attend training related to job.
3. Willingness to work overtime and non-standard hours as required.
4. Injuries from animals pose a work hazard for employees in this class.

Minimum Qualifications

1. Possess a valid driver’s license and be insurable by the County’s insurance standards.
2. Minimum of six (6) months of experience in the animal control field (or in the care and handling of domesticated animals).

POSITION DESCRIPTION

Title: Senior Animal Control Officer

Department: Animal Control

Job Analysis: July 2017, June 2018, March 2019, Oct 2019, Nov 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: ~~County Humane Officer,~~ County Administrator

Subordinate Staff: Animal Control Officers

Other Internal Contacts: All County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (306)

Job Summary

This is supervisory level work enforcing animal control laws, ordinances and regulations.

Job Domains

1. Employees in this class patrol a defined geographic area and respond to and investigate complaints and possible violations related to animal control and may supervise employees and perform functions related to that supervision.
2. Patrols a defined geographic area to ensure compliance with animal control laws, ordinances, and regulations.
3. Responds to and investigates animal complaints and possible violations of state law concerning stray dogs and cats without rabies tags and dogs running at large.
4. Prioritizes complaints received from the public.
5. Issues warnings and/or citations for state animal control law violations.
6. Captures, handles, and transports stray, sick, injured, diseased, vicious, feral, and domesticated animals and transports them to the animal shelter or veterinarian if needed.
7. Communicates with the public concerning animals at the shelter, state laws, and information regarding responsible pet ownership.
8. Keeps records of calls and complaints received and actions taken and ensures the data is entered into the shelter computer software.
9. Supervises the Animal Control Officers.

10. Prepares and maintains data as necessary.
11. Transports animals to the veterinarian as assigned by the ~~County Humane Officer~~ Animal Shelter Manager or Animal Resource Supervisor.
12. ~~If working as a supervisor,~~ Liaises with the Animal Shelter Manager ~~County Humane Officer~~ to plan, organize, schedule, and direct the training and work of the Animal Control Officers, as well as performs evaluations of the Animal Control Officers.
13. Testifies in court when required.
14. Performs related duties as assigned.

Knowledge, Skills, and Abilities

1. Good knowledge of the laws, ordinances and regulations governing the capture, custody and disposition of animals.
2. Good knowledge of safety practices and procedures in dealing with animals.
3. Good knowledge of the area assigned to patrol.
4. Ability to read, interpret and explain animal control laws, ordinances and regulations.
5. Ability to operate animal control vehicles.
6. Ability to act as lead worker.
7. Ability to understand and carry out oral and written instructions.
8. Ability to operate a two-way radio.
9. Ability to perform strenuous tasks such as lifting, carrying, crawling and running.
10. Some knowledge of safety practices and procedures in dealing with animals.
11. Ability to understand and explain general policies of animal control and shelter operations, including euthanasia information.
12. Ability to exercise good judgment and discretion when dealing with sensitive subjects, such as euthanasia of animals.
13. Ability to maintain professionalism in all aspects of work.
14. Ability to learn and use software applications.
15. Ability to compile and present oral and written reports.
16. Ability to safely operate a motor vehicle and travel to locations within the community.
17. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
18. Hear well enough to respond to verbal communication and to use the telephone.
19. Manual dexterity to write and type.

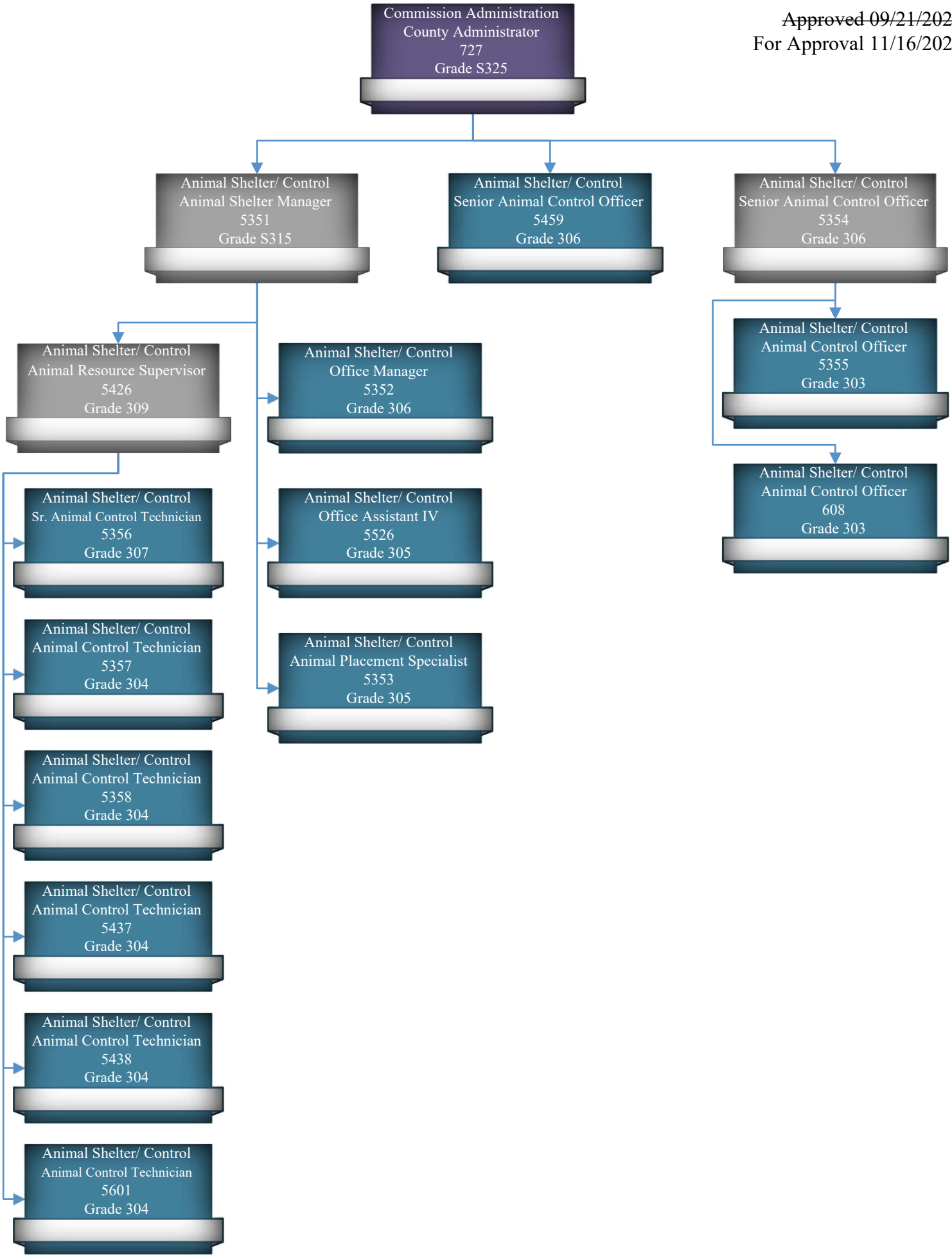
Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Be willing and available to attend training related to job.
3. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. High school diploma or equivalent with a minimum of three (3) years' experience at the level of an Animal Control Officer; or a combination of education and experience equivalent to these requirements.

~~Approved 09/21/2021~~
For Approval 11/16/2021



Baldwin County Commission

Agenda Action Form

File #: 22-0230, **Version:** 1 **Item #:** BQ2

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Ron Cink, Budget Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Budgeting and Purchasing Department - Employment of One (1) Assistant Purchasing Director Position

STAFF RECOMMENDATION
Approve the employment of Michelle Criswell to fill the open Assistant Purchasing Director position (PID #5469) at a grade S316 ($53,749) to be effective no sooner than November 22, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Assistant Purchasing Director was vacated due to the promotion of the previous employee. The Budget Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: $53,749.00 - budgeted

Budget line item(s) to be used: 10051725.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-0204, **Version:** 1 **Item #:** BQ3

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Ron Cink, Budget Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Budgeting and Purchasing Department - Position Change

STAFF RECOMMENDATION
Take the following actions:

1) Reclassify the full-time Senior Budget Accountant position (PID #5327) grade S317, to a part-time Budget Assistant at a grade 301; and

2) Approve the position description for Budget Assistant; and

3) Approve the updated organizational chart for the Budgeting and Purchasing Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Budget Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: $42,974 - approximate savings

Budget line item(s) to be used: 10051725.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Budget Assistant (Part-Time)

Department: Budgeting and Purchasing

Job Analysis: November 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Budget Director

Subordinate Staff: None

Internal Contacts: County employees, Elected Officials

External Contacts: Local, State, Federal Agencies, Banking Institutions

Salary Grade: Classified/Non-Exempt (301)

Job Summary

A. Budgeting and Financial

1. Assist department heads and their staff with routine budget matters.
2. Post and maintain various data bases used for reports.
3. Assist Budget Director in preparing and monitoring the annual County budget.
4. Distributes monthly, semiannual, and annual reports for the Commission and other Departments and any other reports as directed.
5. Reviews various accounts and funds for discrepancies and variance to budget.
6. Any other duties as directed by the Budget Director and/or County Commission.

B. Miscellaneous

1. Review and investigate errors and inconsistencies in financial entries, documents, and reports.
2. Compile financial information to prepare entries to budget ledger accounts, cost centers and documents business transactions.
3. Assist in preparing work papers and support schedules for the annual budget.
4. Adhere to internal and external deadlines.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job).

1. Skills to communicate effectively with the office staff, public and elected officials.
2. Skills and knowledge to perform budgeting, accounting, and bookkeeping operations, and monitor budgets.
3. Skills and knowledge to prepare reports and accurately post journals and ledgers.
4. Skills to understand written instructions, manuals, and correspondence.
5. Ability to operate office machines: calculator, computer terminal, and copy machines.
6. Thorough knowledge of Microsoft Excel Software.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures.

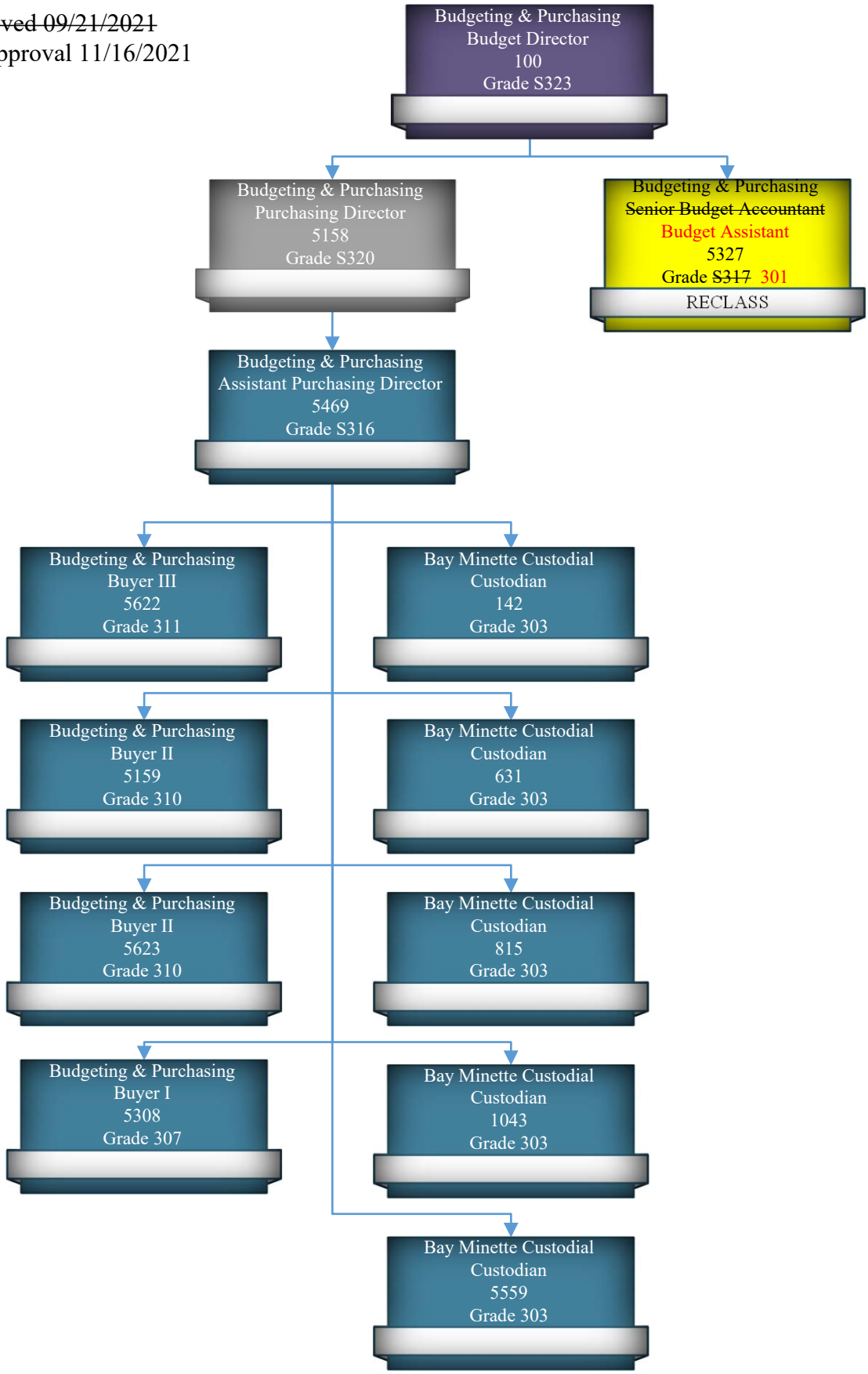
Other Characteristics

1. Willing to work nonstandard hours, weekends and holidays as required to complete work assignments.
2. Willing to attend meetings as related in assigned work area.

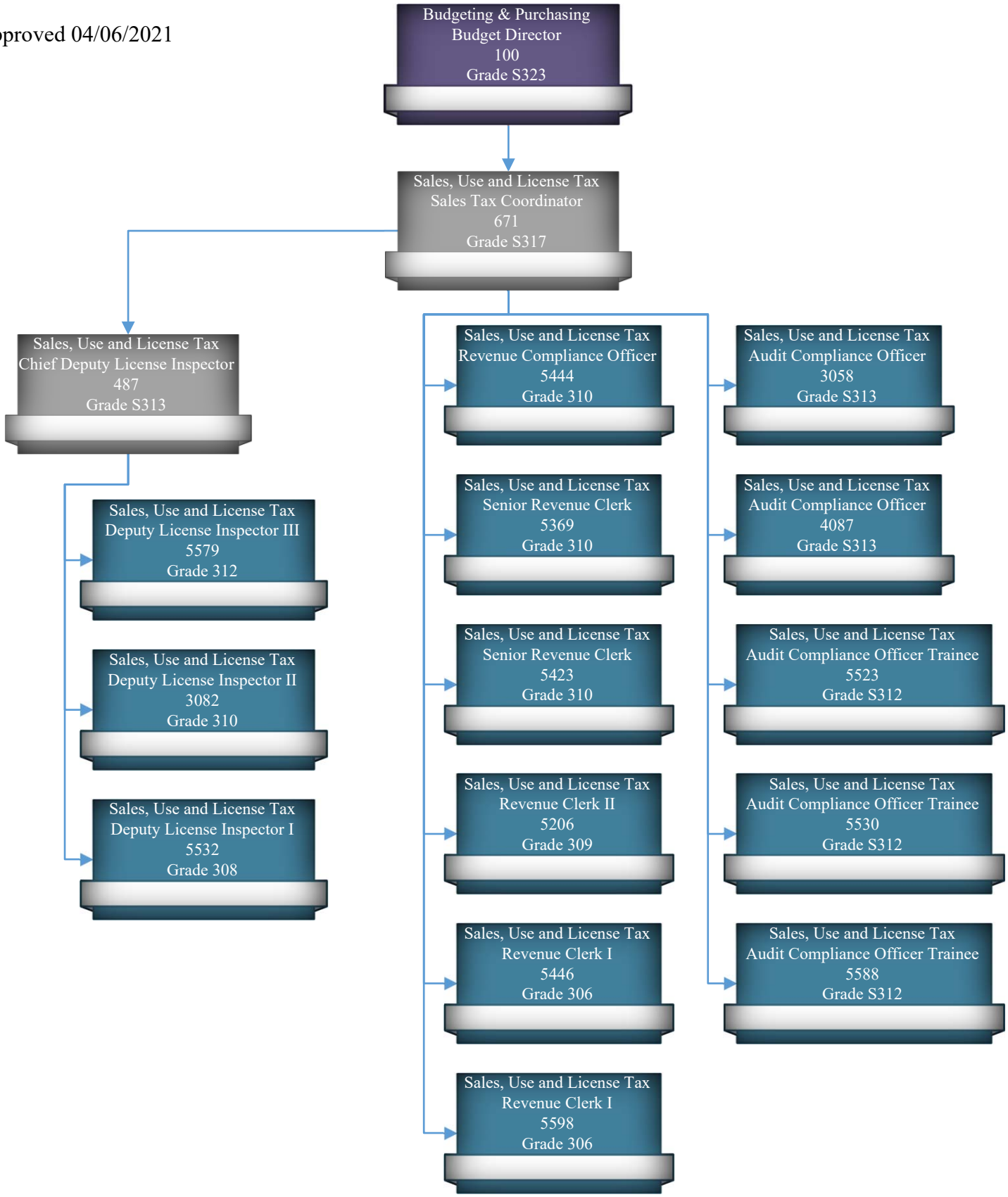
Minimum Qualifications

1. Possess valid driver's license.
2. Bachelor’s degree in Accounting, Finance, or related fields.
3. Five (5) years of progressive accounting experience with two (2) years in governmental accounting desirable or any equivalent combination of experience and training that provides the knowledge, skills, and abilities necessary to perform the work.
4. Experience or training in computerized accounting systems desired.

~~Approved 09/21/2021~~
For Approval 11/16/2021



Approved 04/06/2021



Baldwin County Commission

Agenda Action Form

File #: 22-0205, **Version:** 1 **Item #:** BQ4

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Brian Peacock, CIS Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
CIS Department - Employment of One (1) Communications Technician II Position

STAFF RECOMMENDATION
Approve the employment of Henry Gilbert to fill the open Communications Technician II position (PID #5624) at a grade 311 ($19.19 per hour / $39,915.20 annually) to be effective no sooner than November 22, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Communications Technician II position was newly created during the FY21/22 Budget Deliberations. The CIS Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: $39,915.20 - budgeted

Budget line item(s) to be used: 10051965.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

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Baldwin County Commission

Agenda Action Form

File #: 22-0206, **Version:** 1 **Item #:** BQ5

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Highway Department (Pre-Construction) - Promotion of Employee into Right-of-Way Manager Position

STAFF RECOMMENDATION
Approve the promotion of Tate Chalfant from the Right-of-Way Technician II position (#5498) grade 311 ($19.76 per hour / $41,100.80 annually) to fill the open Right-of-Way Manager position (PID #5632) at a grade S313 ($45,276.64 annually) to be effective no sooner than November 22, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Right-of-Way Manager position was newly created during the FY21/22 Budget Deliberations. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: $44,907.20 - budgeted

Budget line item(s) to be used: 11153600.51130

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-0210, **Version:** 1 **Item #:** BQ6

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Highway Department (Silverhill) - Promotion of Employees into Operator Technician II Positions

STAFF RECOMMENDATION
Take the following actions:

1) Approve the promotion of Ian Hantz from the Operator Technician I position (#684) grade 307 ($15.96 per hour / $33,196.80 annually) to fill the open Operator Technician II position (PID #447) at a grade 308 ($17.24 per hour / $35,859.20 annually); and

2) Approve the promotion of Trenton Salac from the Landscape Technician I position (#5139) grade 306 ($14.75 per hour / $30,680.00 annually) in the Parks Department (57200), to fill the open Operator Technician II position (PID #301) at a grade 308 ($16.26 per hour / $33,820.80 annually) in the Silverhill Highway Department.

These actions will be effective no sooner than November 22, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Operator Technician II positions were vacated due to the promotion of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: $69,680.00 - budgeted

Budget line item(s) to be used: 11153112.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-0203, **Version:** 1 **Item #:** BQ7

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator
Felisha Anderson, Director of Archives and History
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Parks Department - Employment of One (1) Part-Time Park Attendant Position

STAFF RECOMMENDATION
Approve the employment of Donald Nefzer to fill the open part-time Park Attendant position (PID #17) at a grade 303 ($12.75 per hour) to be effective no sooner than November 22, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The part-time Park Attendant position was vacated due to the promotion of the previous employee. The County Administrator respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: $19,227.00 - budgeted

Budget line item(s) to be used: 14457200.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-0231, **Version:** 1 **Item #:** BQ8

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Harry D'Olive, Probate Judge
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Probate Office - Employment of One (1) License Revenue Officer I Position

STAFF RECOMMENDATION
Approve the employment of Daisha Barnes to fill the open License Revenue Officer I position (PID #5638) at a grade 306 ($14.75 per hour / $30,680.00 annually) to be effective no sooner than November 22, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The License Revenue Officer I was newly created during the FY21/22 Budget Deliberations. The Probate Judge respectfully requests the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: $30,680.00 - budgeted

Budget line item(s) to be used: 10051300.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-0207, **Version:** 1 **Item #:** BQ9

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator
Ann Simpson, Director of Transportation
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Request for Leave of Absence - Baldwin Regional Area Transit System (BRATS)

STAFF RECOMMENDATION
At the request of the County Administrator, approve a Leave of Absence for employee #182447 beginning November 4, 2021, for up to a 3-month period as outlined in the Baldwin County Employee Handbook, Section IV.I. "If an employee exhausts all of his or her annual, sick and FMLA leave and still needs additional time off for personal or health reasons, he or she may apply for an unpaid leave of absence for a period of up to three (3) months. The request for leave must be given to the employee's supervisor and Appointed Department Head at least thirty (30) days prior to the start of the requested leave date unless the leave is an emergency. Any request for leave of absences must be approved or denied by the County Commission."

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: 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 #: 22-0209, **Version:** 1 **Item #:** BQ10

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Teddy Faust, Revenue Commissioner
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Revenue Commission - Position Changes

STAFF RECOMMENDATION
1) Abolish the vacant Real Property Appraiser I positions (#5349 and #5517) in the Re-Appraisal division (51810); and

2) Create an Appraisal Clerk Supervisor position (grade S313) in the Re-Appraisal division (51810); and

3) Re-Title the Appraisal Clerk Coordinator (PID #2067) to Re-Appraisal Coordinator; and

4) Reclassify the vacant Assessment Specialist II position (#5572) grade 310, to an Assessment Support Technician I position, grade 305, in the Revenue Commission (51600); and

5) Approve the updated position descriptions for the Re-Appraisal Coordinator and Appraisal Clerk Supervisor; and

6) Approve the updated organizational chart for the Revenue Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In an effort to prepare for succession planning, the Revenue Commissioner respectfully requests the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: $53,352 - approximate savings

Budget line item(s) to be used: 10051600.51130, 12051810.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

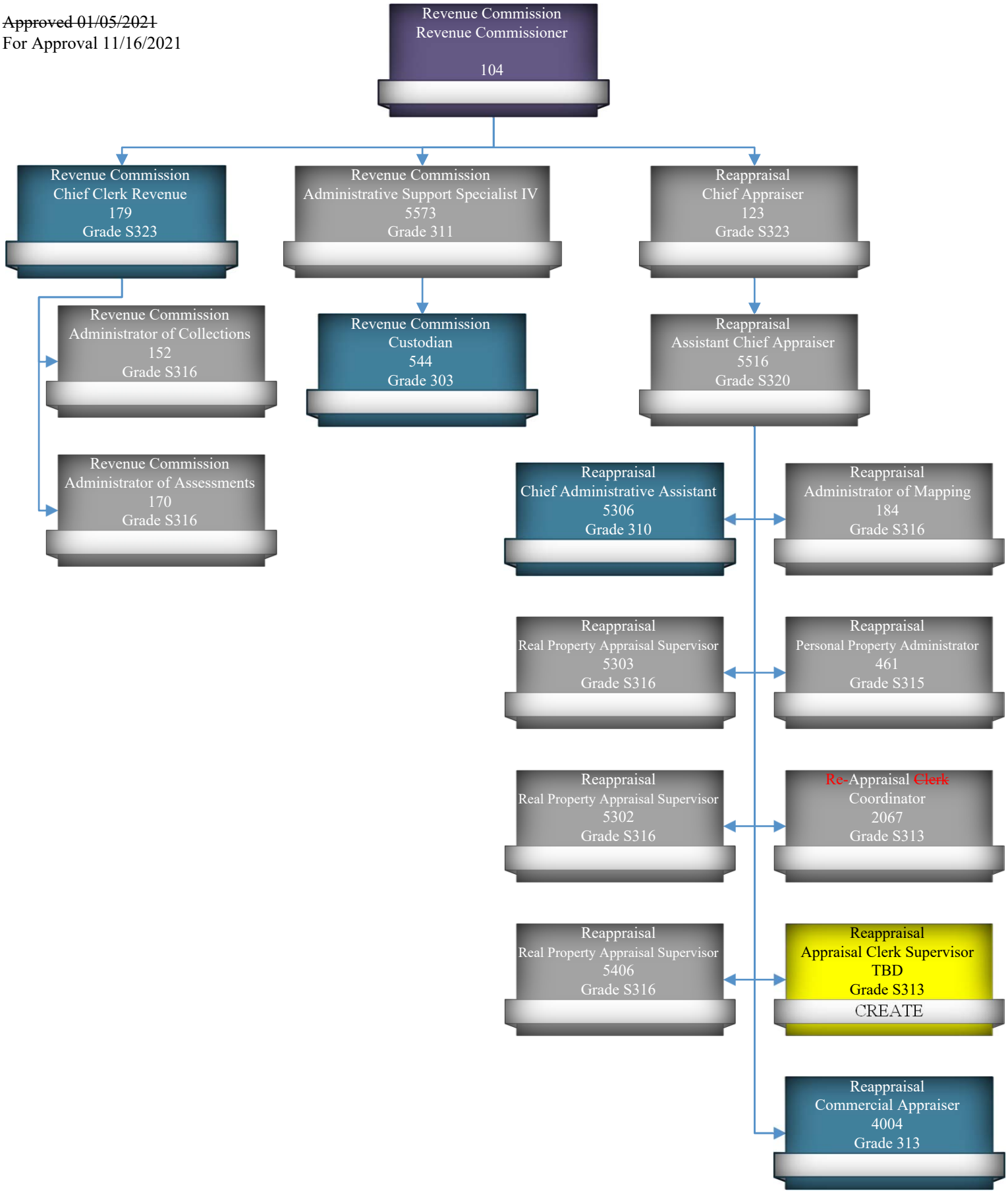
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

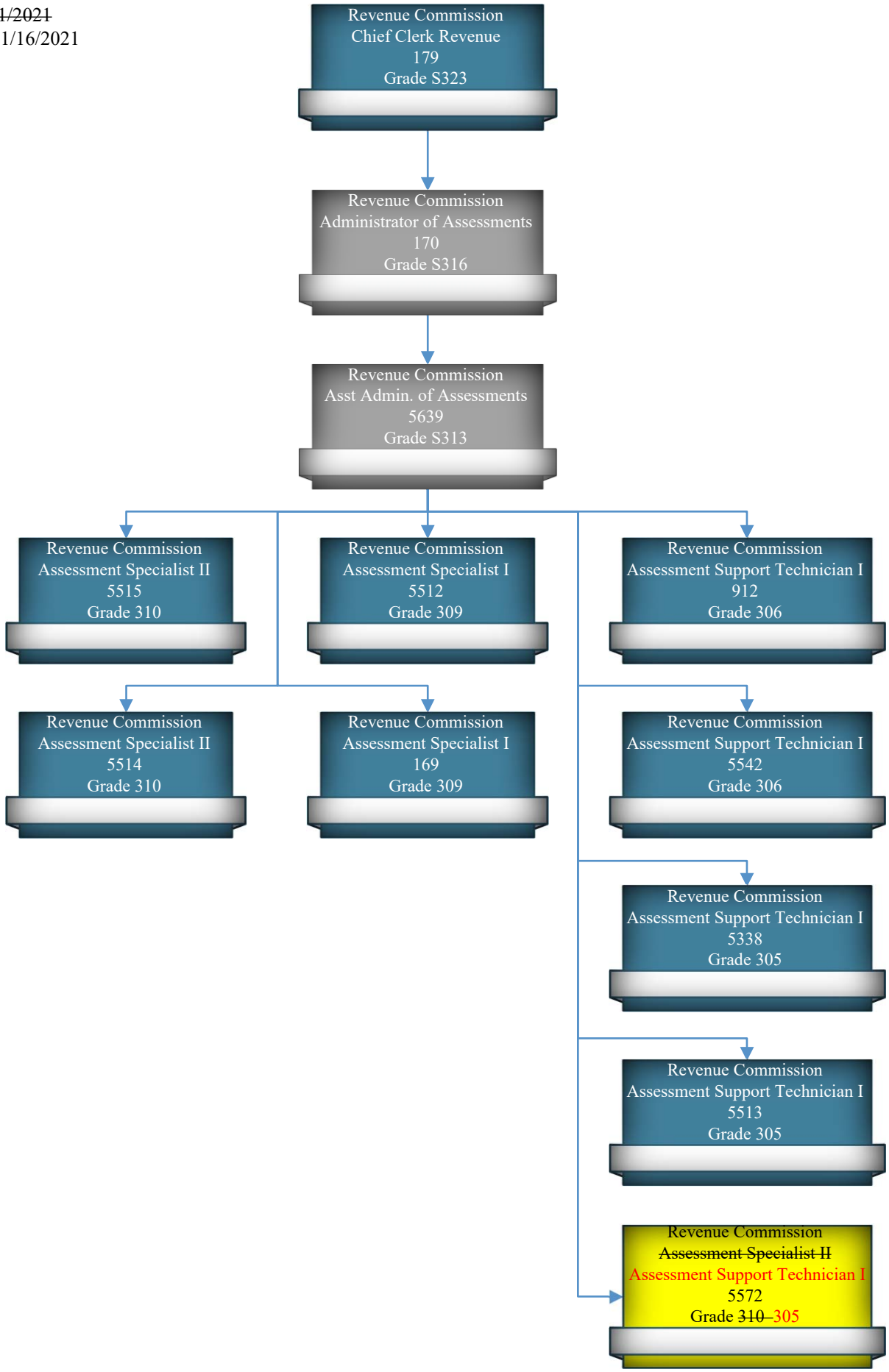
Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A

Additional instructions/notes: N/A

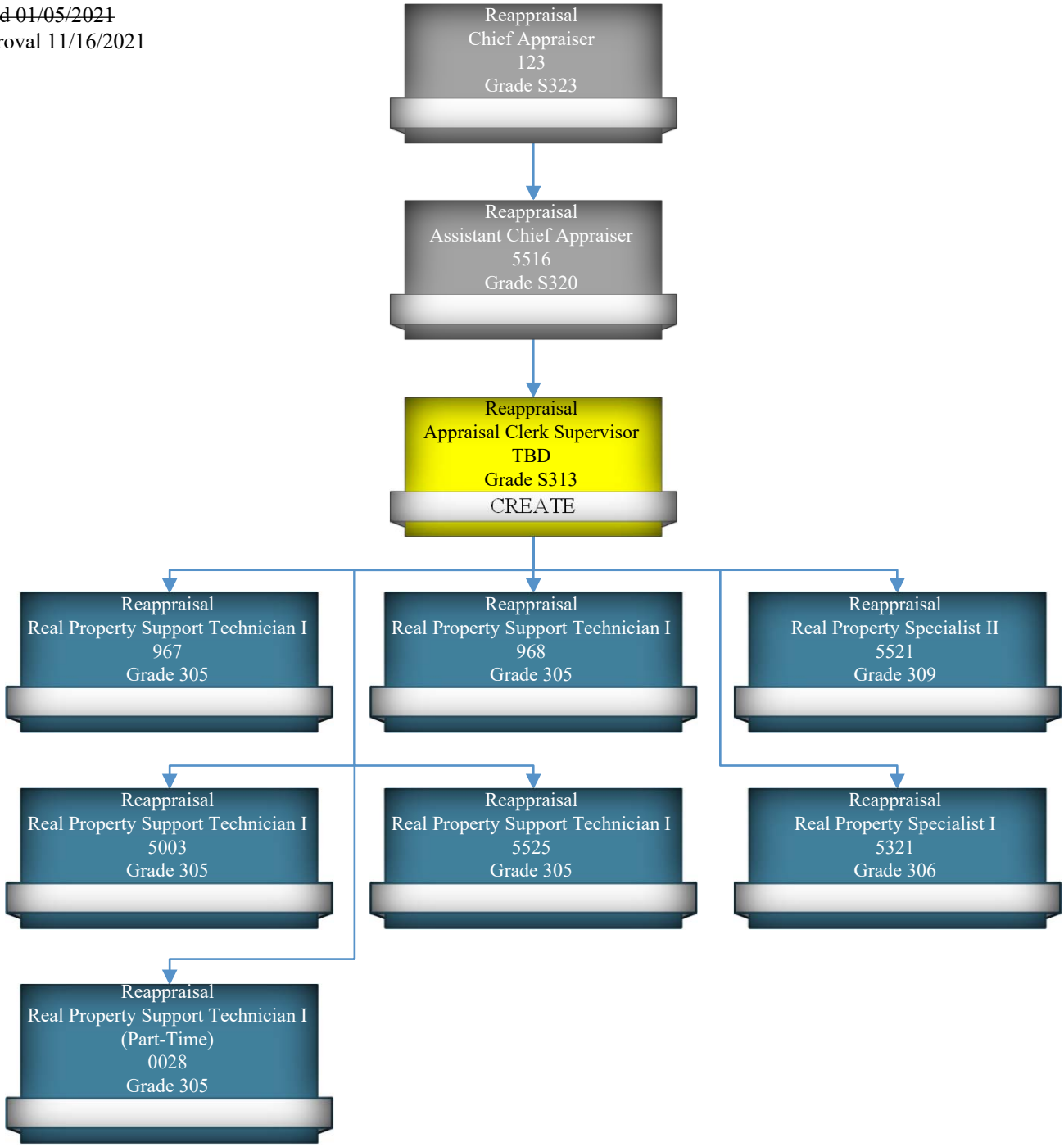
~~Approved 01/05/2021~~
For Approval 11/16/2021



~~Approved 09/21/2021~~
For Approval 11/16/2021



~~Approved 01/05/2021~~
For Approval 11/16/2021



~~Approved 09/21/2021~~
For Approval 11/16/2021



POSITION DESCRIPTION

Title: Appraisal Clerk Supervisor

Department: Revenue Commission

Job Analysis: November 2005, September 2010, August 2011, November 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Appraisal Supervisors, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner

Subordinate staff: Designated Appraisal Support Staff

Other contacts: All Members of Revenue Commissioner's Office

External contacts: Taxpayers, Taxpayer Representatives, Real Estate Agents, Real Estate Appraisers, Title Companies, Attorney's, Other County Departments, Alabama Department of Revenue

Status: Classified/ Exempt (S313)

Job Summary

Work involves planning, assigning, directing, and reviewing the work of the appraisal support staff in a wide variety of clerical duties. Work is performed with considerable independent judgement, discretion and initiative based on a vast knowledge of the laws, rules, regulations, policies, procedures, or technology governing the department. Specialization of duties is based on responsiveness, precision, accuracy, analysis, initiative to follow through/follow up, confidentiality and creditability. Work involves decision making, assisting in the development and implementation of policies/procedures for the department and determining the effectiveness of existing programs.

A. Essential Functions of Work

1. Plans, assigns work, and evaluates the performance of subordinate personnel employed to perform support staff responsibilities, schedules and signs leave requests, trains and instructs subordinates in operating procedures and practices.
2. Interviews, hires, conducts employee evaluations, as well as make recommendations concerning new hires and disciplinary matters.
3. Maintains personnel records for support staff and initiates actions according to Personnel Board regulations.
4. Coordinate activities of the department with other departments. Attends meetings on departmental matters.

5. Performs a variety of office administrative tasks of important duties, assists in determining priority of work, monitors progress of work and leads department to ensure meeting/reaching office deadlines.
6. Receives and resolves complaints; investigates complaints using judgement and initiative in making proper decisions; makes recommendations; and follows-up to ensure timely action or response is taken by appropriate departments and/or persons.
7. Conducts research and administrative studies of a sensitive or confidential nature, analyzes data, prepares reports, and makes recommendations.
8. Directs and oversees the processing, maintenance, filing and retrieval of records.
9. Orders supplies and services.
10. Responds to complaints and inquiries from the public.

B. Supervision

1. Employees in this class may supervise a large group of subordinate employees and exercise the full range of supervisory authority-planning, organizing, scheduling, assigning, and evaluating the work of assigned clerical staff.
2. Orienting and training of new and experienced clerical staff and others as required.
3. Review work and instruct others to ensure consistency of data entry methods.
4. Formulating solutions to problem areas and developing new methods or procedures as needed.
5. Monitors and instructs clerical staff concerning existing and newly implemented rules, regulation, policies, and procedures.
6. Scheduling and organizing Appraisal (data entry, filing, etc.) and BOE processes.

Knowledge, Skills, and Abilities

1. Knowledge of modern office practices, procedures, and equipment, including computers.
2. Knowledge of departmental rules, regulations, procedures, and functions.
3. Knowledge of office record keeping and reporting.
4. Knowledge of business English, spelling, and math.
5. Knowledge of the principles and practices of modern employee supervision.
6. Ability to direct the work of subordinate clerical personnel performing a variety of functions.
7. Ability to analyze administrative problems and determine proper solutions or make appropriate recommendations.
8. Ability to research, assemble and correlate financial and statistical data.
9. Ability to establish and maintain effective working relationships with department heads, employees, and the public.
10. Ability to apply departmental rules, regulations, and procedures.
11. Ability to maintain complex and difficult clerical and statistical records and to prepare detailed reports from such records.
12. Ability to receive and resolve complaints and questions from the public.
13. Skills in the operation of office equipment and machines

Working Environment/Physical Demands

1. Office environment with everyday risks or discomforts. Work is mostly sitting with occasional walking, standing, bending, and carrying a file drawer or box of papers or files.
2. Be willing to work overtime and on weekends as required.

Minimum Qualifications

1. High School Diploma or GED and five (5) years of responsible clerical experience in a clerical or office setting.
2. Must have Support Staff designation through the Alabama Property Tax Education and Certification Program.

POSITION DESCRIPTION

Title:	Re-Appraisal Coordinator
Department:	Revenue Commission
Job Analysis:	Nov 2005, June 2010, Aug 2011, Sept 2017, Nov 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Appraisal Supervisors, Administrator of Personal Property, Administrator of Mapping, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner
Subordinate staff:	Designated Appraisal Support Staff
Internal contacts:	All Members of Revenue Commissioner's Office
External contacts:	Taxpayers, Taxpayer Representatives, Real Estate Agents, Real Estate Appraisers, Title Companies, Attorney's, Other County Departments, Alabama Department of Revenue
Status:	Classified/ Exempt (S313)

Job Summary

Work involves planning, assigning, directing, reviewing, and coordinating work, special projects, and additional tasks of a variety of clerical duties of the Re-Appraisal Department. Work is performed with considerable independent judgement, discretion and initiative based on a vast knowledge of the laws, rules, regulations, policies, procedures, or technology governing the department. Specialization of duties is based on responsiveness, precision, accuracy, analysis, initiative to follow through/follow up, confidentiality and creditability. Work involves decision making, assisting in the development and implementation of policies/procedures for the department and determining the effectiveness of existing programs.

A. Essential Functions of Work

1. Coordinate and assists all Department Supervisors, Administrators of Personal Property and Mapping, and Assistant and Chief Appraiser with additional tasks and special projects to include abatements, appeals to circuit court, supplements, and escapes, and other projects upon request.

2. First contact to Re-Appraisal Department for phone calls or property owners at counter to assist or direct as appropriate. Receives and responds to inquiries or resolves complaints; investigates using judgement and initiative in making proper decisions; makes recommendations; and follows-up to ensure timely action or response is taken by appropriate departments and/or persons.
3. Coordinate and assist Appraisal Clerk Supervisor in quality control of data entry as requested, and additional tasks or special projects as needed or requested.
4. Keeps track of and maintains department leave requests and leave calendar. Approves timecards for Re-Appraisal staff.
5. Submit CIS requests for Re-Appraisal Departments.
6. Performs a variety of office administrative tasks of important duties, assists in determining priority of work of assigned staff and monitors progress of work to ensure meeting/reaching department deadlines.
7. Plans, assigns work, and evaluates the performance of subordinate personnel as assigned or requested, trains and instructs subordinates in operating procedures and practices.
8. Coordinate activities of the department with other departments. Attends meetings on departmental matters.
9. Conducts research and administrative studies of a sensitive or confidential nature, analyzes data, prepares reports, and makes recommendations.

B. Supervision

Employees in this class may supervise employees as assigned and exercise the full range of supervisory authority-planning, organizing, scheduling, assigning, and evaluating the work of assigned staff.

Knowledge, Skills, and Abilities

1. Knowledge of modern office practices, procedures, and equipment, including computers.
2. Knowledge of departmental rules, regulations, procedures, and functions.
3. Knowledge of office record keeping and reporting.
4. Knowledge of business English, spelling, and math.
5. Knowledge of the principles and practices of modern employee supervision.
6. Ability to direct the work of subordinate clerical personnel performing a variety of functions.
7. Ability to analyze administrative problems and determine proper solutions or make appropriate recommendations.
8. Ability to research, assemble and correlate financial and statistical data.
9. Ability to establish and maintain effective working relationships with department heads, employees, and the public.
10. Ability to apply departmental rules, regulations, and procedures.
11. Ability to maintain complex and difficult clerical and statistical records and to prepare detailed reports from such records.
12. Ability to receive and resolve complaints and questions from the public.
13. Skills in the operation of office equipment and machines.

Working Environment/Physical Demands

1. Office environment with everyday risks or discomforts. Work is mostly sitting with occasional walking, standing, bending, and carrying a file drawer or box of papers or files.
2. Be willing to work overtime and on weekends as required.

Minimum Qualifications

1. High School Diploma or GED and five (5) years of responsible clerical experience in a clerical or office setting.
2. Must have Support Staff designation through the Alabama Property Tax Education and Certification Program.

Baldwin County Commission

Agenda Action Form

File #: 22-0208, **Version:** 1 **Item #:** BQ11

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Stop Loss Proposal - Partners Managing General Underwriters/United States Fire Insurance Company

STAFF RECOMMENDATION
Approve and authorize the Chairman to execute the Medical Stop Loss proposal with United States Fire Insurance Company/Partners Managing General Underwriters for specific and aggregate stop loss insurance to be effective January 1, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Cobbs Allen shopped stop loss insurance for the 2022 plan year and presented the attached firm renewal offer from Partners for Stop Loss Insurance. This renewal is a decrease of $42,511.00 from the current rate.

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: Return signed documents to Deidra Hanak

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-0190, **Version:** 1 **Item #:** BR1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Matthew Brown, Planning Director
Submitted by: DJ Hart, Planning Technician

ITEM TITLE
Baldwin County Planning and Zoning Commission - Board Appointment(s)

STAFF RECOMMENDATION
As relates to the Baldwin County Planning and Zoning Commission, take the following actions:

1) Reappoint Mr. Gregory Seibert as a regular member of the Board (BCC District 4 nominee) for a four (4) year term, said term to commence December 2, 2021, and expire December 2, 2025.

2) Reappoint Mr. Ernest Church as a regular member of the Board (BCC District 4 nominee) for a four (4) year term, said term to commence November 16, 2021, and expire November 16, 2025.

BACKGROUND INFORMATION

Previous Commission action/date: 10/19/2021

Background: The Baldwin County Planning and Zoning Commission was created by Baldwin County Local Legislative Act, specifically Act No. 91-719 (1991), as amended by Act. No 93-668 (1993), as amended by Act No. 98-665 (1998), as amended by Act No. 2006-609 (2006), as amended by Act No. 2010-719 (2010). The aforementioned Alabama laws are codified at Section 45-2-261 through 45-2-261.18 of the Code of Alabama 1975.

Section 45-2-261.01 of the Code of Alabama 1975 provides that the Planning and Zoning Commission shall be composed as a board of nine (9) regular members and other temporary members appointed by the Baldwin County Commission. All regular members shall be qualified electors and actual residents of Baldwin County; one (1) and only one (1) regular member may be a qualified elector who resides in the corporate limits of a Baldwin County municipality. All regular members shall serve a term of four (4) years each except when filing a vacant place seat (which shall be for the balance of the unexpired term). All temporary members shall serve a one-time term of three (3) years each and represent, respectively and singularly, a new Planning (Zoning) district which elects to come within the planning and zoning authority of the Baldwin County Commission. A temporary member shall be a qualified elector from the new Planning (Zoning) District. In the event

any vacancy, such vacancy shall be filled by appointment of the Baldwin County Commission.

All members of the Planning and Zoning Commission shall serve without compensation and no member shall be a county officer or employee.

Furthermore, Section 45-2-261.40 of the Code of Alabama 1975 authorizes the Baldwin County Commission to appoint real estate agents or other persons in the field of real estate to the Planning and Zoning Commission; however, such number shall not exceed three (3) members.

The Planning Staff respectfully request the reappointment of Mr. Seibert and Mr. Church.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration staff

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

Mr. Gregory Seibert
24147 Seibert Rd
Elberta, Alabama 36530

Mr. Ernest Church, Jr.
5601 State Highway 180 #4
Gulf Shores, Alabama 36542

Additional instructions/notes: N/A

BALDWIN COUNTY PLANNING AND ZONING COMMISSION

General Board Information:
Appointed by Baldwin County Commission.
Nine (9) regular members and circumstance-driven number of temporary one-time members.
Term of each "regular" member is four (4) years.
Term of a "temporary one-time" member is three (3) years.
All "regular" members must be qualified electors and actual residents of Baldwin County, Alabama.
Only one (1) regular member may reside in a city or town limits (i.e. live in a municipality).
All "temporary one-time" members must be a qualified elector of Baldwin County, Alabama, from the applicable Planning District said citizen represents.
Only three (3) members (of the total membership) may be real estate agents or persons in the field of real estate.
All vacancies filled by appointment of Baldwin County Commission.
All members serve without compensation but are eligible reasonable and necessary expenses.
No member shall be a county officer or employee.
Statutory Authority: Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719.
Other Statutory Authority: Act No. 84-499, as amended by Act No. 2010-719 - Baldwin County Commission may appoint real estate agents or other persons in the field of real estate to the Baldwin County Planning and Zoning Commission, such number shall not to exceed 3 members (regardless of status as a "regular" or "temporary one-time" member) of the Baldwin County Planning and Zoning Commission.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
At-Large BCC District Nominee	Daniel Nance 101 Pinetop Circle East Fairhope, AL 36532 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN THE CITY LIMITS OF FAIRHOPE NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Reappointed 11/06/2018 term to commence 11/17/2018	4 years	11/17/2022
BCC District 1 Nominee	Steven Pumphrey Post Office Box 62 Silverhill, AL 36576 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE	Appointed 12/15/2020 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Nancy Mackey 12/15/2020 Accepted the resignation of Nancy Mackey dated 08/25/2020 and thanked her for her prior civic service	4 years	10/07/2023
BCC District 1 Nominee	Jason M. Padgett 53689 Highway 59 Stockton, AL 36579 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 07/07/2020 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Arthur Oken 07/07/2020 Accepted the resignation of Arthur Oken dated 02/28/2020 and thanked him for his prior civic service	4 years	07/17/2022
BCC District 2 Nominee	Brandon Bias 9102 Parliament Circle Daphne, AL 36526 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Re-appointed 10/19/2021 term to commence 11/01/2021	4 years	11/01/2025

BALDWIN COUNTY PLANNING AND ZONING COMMISSION – Cont.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
BCC District 2 Nominee	Plumer Tonsmeire 17200-C Scenic Highway 98 Fairhope, AL 36532 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Re-appointed 10/19/2021 term to commence 10/21/2021	4 years	10/21/2025
BCC District 2 Nominee (Temporary One-time Member)	William (Bill) Booher 17472 Stillwood Lane Fairhope, AL 36532 Mailing Address: P.O. Box 647 Point Clear, AL 36564 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 07/06/2021 as a temporary one-time member to fill the place seat for the new Planning District 19.	3 years	07/06/2024
BCC District 3 Nominee	Robert Davis 17138 County Road 34 South Summerdale, AL 36580 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 08/20/2019 to fill the place seat and expired term formerly held by Marvin Dewane Hayes, for a pro-rata reduced term 08/20/2019 Thanked Marvin Dewane Hayes for his prior civic service	4 years	06/30/2023
BCC District 3 Nominee	Michael Mullek 24024 Rawls Road Robertsdale, AL 36567 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 03/02/2021 for pro-rata reduced term, to fill the place seat and unexpired term formerly held by Robert S. Davis, Jr. 03/02/2021 Accepted the resignation of Robert S. (Sam) Davis, Jr., dated 02/03/2021 and thanked Mr. Davis for his prior civic service	4 years	03/01/2022
BCC District 4 Nominee	Ernest Anthony Church, Jr. 5601 State Highway 180 #4 Gulf Shores, AL 36542 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 09/07/2021 for a pro-rata reduced term, to fill the place seat and unexpired formerly held by Bonnie Lowry 09/07/2021 Accepted the resignation of Bonnie Lowry dated 08/24/2021 and thanked Ms. Lowry for her prior civic service	4 years	11/16/2021
BCC District 4 Nominee	David Gregory (Greg) Seibert 24147 Seibert Road Elberta, Alabama 36530 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 04/06/2021 for pro-rata reduced term to fill the place seat and unexpired term formerly held by Kevin Murphy 04/06/2021 Accepted the resignation of Kevin Murphy, effective 02/02/2021 and thanked Mr. Murphy for his prior civic service	4 years	12/02/2021
	STAFF MEMBERS	**APPOINTED/REAPPOINTED**	**TERM OF OFFICE**	**EXP. DATE**
Staff Member	Matthew Brown, Planning Director Planning Department 22251 Palmer Street Robertsdale, Alabama 36576		Term of employment as Planning Director	

REVISED: 10/19/2021 akg

Baldwin County Commission

Agenda Action Form

File #: 22-0168, **Version:** 1 **Item #:** BR2

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Matthew Brown, Planning Director
Submitted by: Matthew Brown, Planning Director

ITEM TITLE
Planning Jurisdiction Agreement with the Town of Elberta

STAFF RECOMMENDATION
Adopt Resolution #2022-019 which approves the Planning Jurisdiction Agreement between the Baldwin County Commission, the Town of Elberta, and the Planning Commission of the Town of Elberta, governing the regulation of subdivisions outside the City's corporate limits but within the municipal planning jurisdiction.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:
The Governor signed Act No. 2021-297 (SB107) into law on April 27, 2021. The Act became effective 90 days following the Governor's signature, on July 26, 2021. While Act No. 2021-297 amended several different sections of Alabama's Code, this item focuses on the amendments to §11-52-30 which authorize the County and the municipalities to enter into agreements that establish which entity is responsible for the review and approval of subdivisions within the municipal planning jurisdiction, outside the municipal corporate limits.

Legal Counsel for Baldwin County, Hope Hicks, has negotiated a Planning Jurisdiction Agreement with the Town of Elberta. The Agreement grants the responsibility for the review and approval of subdivisions within the boundaries of the municipal planning jurisdiction, but outside the corporate limits, exclusively to the Baldwin County Commission.

This continues the practice that existed within the Elberta Municipal Planning Jurisdiction prior to the effective date of Act No. 2021-297.

Upon approval, Planning and Zoning staff will advertise and record the agreement in accordance with the requirements of the statute.

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: Hope Hicks, County Legal Counsel

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: Advertising will take place after Commission approval.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff and Planning and Zoning Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Commission Administration staff - Send a copy of the signed agreement to:

Town of Elberta
Caryn H. Woerner
Town Clerk/Administrator
Post Office Box 277
Elberta, Alabama 36530

Commission Administration staff - Update the following BCAP Libraries:
Resolution, Planning Jurisdiction and Contracts

Planning and Zoning Staff - Publish in Local Paper and Update Planning Jurisdiction Layer in GIS and Associated Maps

Additional instructions/notes: N/A

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STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION 2022-019

AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION, THE TOWN OF ELBERTA AND THE PLANNING COMMISSION OF THE TOWN OF ELBERTA CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS WITHIN THE PLANNING JURISDICTION OF THE MUNICIPAL PLANNING COMMISSION

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the TOWN OF ELBERTA, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF ELBERTA (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY.

2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall be responsible for all regulation of subdivision planning outside the corporate limits of the MUNICIPALITY.

3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.

4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction and outside the corporate limits of the MUNICIPALITY, the subdivision regulations of the MUNICIPALITY shall apply.

5. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.

6. If any part, section, or subdivision of this Agreement shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Agreement which shall continue in full force.

7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but with the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.

8. This Agreement shall become effective on the later of the following two dates: (1) July 26, 2021, or (2) the date upon which the last of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.

9. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

COMMISSION:

BALDWIN COUNTY COMMISSION

ATTEST:

Wayne Dyess
County Administrator

By: ~~Joe Davis, III~~ James E. Ball
Its: Chairman

MUNICIPALITY:

ELBERTA,
ALABAMA

ATTEST:

Caryn H. Woerner

By: Caryn H. Woerner
Its: Town Clerk

By: Jim Hamby
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE TOWN OF ELBERTA, ALABAMA

Clark S. Cathey

By: CLARK S. CATHEY
its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Karri D. Botts, a Notary Public in and for said County in said State, hereby certify that Jim Hamby, whose name as Mayor of the TOWN OF ELBERTA, ALABAMA and Caryn H. Woerner whose name as Town Clerk of the TOWN OF ELBERTA, 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 municipality on the day the same bears date.

Given under my hand and seal this 21st day of October, 2021.

Karri D. Botts
Notary Public, Baldwin County, Alabama
My Commission Expires: 02/04/2025

KARRI D. BOTTS NOTARY PUBLIC STATE AT LARGE ALABAMA

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Caryn Hall Woerner, a Notary Public in and for said County in said State, hereby certify that Clark Cathey, whose name as Chairman of the PLANNING COMMISSION OF THE ELBERTA, ALABAMA, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said Planning Commission on the day the same bears date.

Given under my hand and seal this 21 day of October, 2021.

Caryn Hall Woerner
Notary Public, Baldwin County, Alabama
My Commission Expires: 07-09-2024

ORDINANCE NO. 2021-05

AN ORDINANCE TO APPROVE AND ADOPT
AGREEMENT BETWEEN BALDWIN COUNTY COMMISSION, THE TOWN OF ELBERTA,
AND THE TOWN OF ELBERTA PLANNING COMMISSION

WHEREAS, the State Legislature has recently enacted Act No. 2021-297, which modified certain statutes related to the authority of municipalities within the municipalities' subdivision planning jurisdiction;

WHEREAS, the Town of Elberta did previously enter into an Agreement with the Baldwin County Commission to divest the Town of subdivision authority within the Town's planning jurisdiction;

WHEREAS, the Town Council of the Town of Elberta does determine that it is still in the public interest for the Town Planning Commission not to exercise planning and subdivision authority within the Town's planning jurisdiction, and only to exercise planning and subdivision authority within the Town's corporate limits; and

WHEREAS, the Baldwin County Commission has presented the Town with a proposed Agreement in which the Baldwin County Commission agrees to continue to be responsible for regulation of subdivision planning outside the corporate limits of the Town of Elberta.

NOW THEREFORE, in consideration of the foregoing premises, IT IS HEREBY ORDAINED by the Town Council of the Town of Elberta, Alabama in open meeting on September 21, 2021 as follows:

1. That the Town Council does hereby adopt and approve the "Agreement Between the Baldwin County Commission, the Town of Elberta, and the Town of Elberta Planning Commission Concerning the Exercise of Subdivision Regulations Within the Planning Jurisdiction of the Municipal Planning Commission" as presented by the Baldwin County Commission.

2. That the Mayor is hereby authorized and directed to execute the Agreement for and as the act of the Town of Elberta, and on behalf of the Town of Elberta, and that the Town Clerk shall attest the Mayor's signature and affix the seal of the Town thereon.

3. That this Ordinance continue in force until repealed, and shall become effective upon its posting as required by law and shall be posted in three public places in the corporate limits of the Town of Elberta.

TOWN OF ELBERTA PLANNING COMMISSION
RESOLUTION NO. **2021-01**

A RESOLUTION TO ADOPT AGREEMENT BETWEEN
BALDWIN COUNTY COMMISSION, THE TOWN OF ELBERTA,
AND THE TOWN OF ELBERTA PLANNING COMMISSION

BE IT HEREBY RESOLVED by the Town of Elberta Planning Commission in open meeting on October 21, 2021, that the Planning Commission does hereby ADOPT AND APPROVE the "Agreement Between the Baldwin County Commission, the Town of Elberta, and the Town of Elberta Planning Commission Concerning the Exercise of Subdivision Regulations Within the Planning Jurisdiction of the Municipal Planning Commission," and the Planning Commission does authorize and direct the Planning Chairman, Mr. Clark Cathey, to execute the Agreement on behalf of the Planning Commission.

Done this 21 day of October, 2021.

TOWN OF ELBERTA PLANNING COMMISSION

Clark Cathey, Chairman

ATTEST:

Caryn Woerner, Secretary

ELBERTA, AL

fur das gute Leben

"for the good life"

MAYOR
JIM HAMBY

TOWN OF ELBERTA

RECEIVED
NOV 03 2021
BY: VB

COUNCIL:

STEVE KIRKPATRICK
TERESA NEWTON
SCOTT ULRICH
CHRIS BOURNE
VICKY NORRIS

CLERK / TREASURER
CARYN WOERNER

The Honorable James E. Ball
Vice Chairman
Baldwin County Commission
312 Courthouse Square, Ste. 12
Bay Minette, AL 36507

RE: AGMT BETWEEN BALDWIN COUNTY COMMISSION AND THE TOWN PURSUANT TO EXERCISE OF SUBDVISION REGULATIONS

Dear Vice Chairman Ball:

Attached please find the executed agreement referenced above regarding subdivision regulation for the Town of Elberta and the Elberta Planning Commission. As you may be aware, we had a previous agreement with the County which ended the exercise of any subdivision regulation in Elberta's ETJ in April of this year prior to SB107(s) adoption.

This agreement should again formalize the termination of Elberta exercising subdivision regulation outside of its' corporate limits.

Should you require anything further on this matter, please let us know.

Warmest Regards,

Caryn H. Woerner

Caryn H. Woerner
Town Clerk

P.O. Box 277
13052 Main Street

ELBERTA, ALABAMA
townhall@townofelberta.com

(251) 986*5995
(251) 986-8499 fax

Baldwin County Commission

Agenda Action Form

File #: 22-0169, **Version:** 1 **Item #:** BR3

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Matthew Brown, Planning Director
Submitted by: Matthew Brown, Planning Director

ITEM TITLE
Planning Jurisdiction Agreement with the Town of Summerdale

STAFF RECOMMENDATION
Adopt Resolution #2022-020 which approves the Planning Jurisdiction Agreement between the Baldwin County Commission, the Town of Summerdale, and the Planning Commission of the Town of Summerdale, governing the regulation of subdivisions outside the Town's corporate limits but within the municipal planning jurisdiction.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:
The Governor signed Act No. 2021-297 (SB107) into law on April 27, 2021. The Act became effective 90 days following the Governor's signature, on July 26, 2021. While Act No. 2021-297 amended several different sections of Alabama's Code, this item focuses on the amendments to §11-52-30 which authorize the County and the municipalities to enter into agreements that establish which entity is responsible for the review and approval of subdivisions within the municipal planning jurisdiction, outside the municipal corporate limits.

Legal Counsel for Baldwin County, Hope Hicks, has negotiated a Planning Jurisdiction Agreement with the Town of Summerdale. The Agreement grants the responsibility for the regulations, review, and approval of subdivisions within an area that is less than the boundaries of the allowable municipal planning jurisdiction (closely aligns to previous extraterritorial jurisdiction boundary), exclusively to the Town of Summerdale.

The Town's exclusive authority to regulate, review, and approve subdivisions will be subject to applicable state law and the requirements of §11-52-32, Code of Alabama requiring review and certification by the County Engineer and compliance with all applicable Baldwin County Zoning regulations.

The Town's exclusive authority will include the regulation of condominium developments, multiple occupancy developments, recreational vehicle parks, and manufactured home parks.

Upon approval, Planning and Zoning staff will advertise and record the agreement in accordance with the requirements of the statute.

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: Hope Hicks, County Legal Counsel

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: Advertising will take place after Commission approval.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff and Planning and Zoning Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
County Commission Office - Send a copy of the signed agreement to the following:

Town of Summerdale
Tiffany Lynn, MMC
Town Clerk/Treasurer
502 W Lee
Summerdale, Alabama 36580

Commission Administration staff - Update the following BCAP Libraries:
Resolution, Planning Jurisdiction and Contracts

Planning and Zoning Staff - Publish in Local Paper and Update Planning Jurisdiction Layer in GIS and Associated Maps

Additional instructions/notes: N/A

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION 2022-020

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF SUMMERDALE
AND THE
PLANNING COMMISSION OF THE TOWN OF SUMMERDALE
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS
WITHIN THE PLANNING JURISDICTION OF THE
MUNICIPAL PLANNING COMMISSION**

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the TOWN OF SUMMERDALE, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF SUMMERDALE (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY and all land lying outside the corporate limits of the MUNICIPALITY as shown on Map attached hereto as Exhibit A.

2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall regulate, review, approve, and enforce subdivision regulations for condominium developments, multiple occupancy developments, recreational vehicle parks, and manufactured home parks.

3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.

4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall have exclusive responsibility for the regulation, review, approval, and enforcement of the development of subdivisions within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION subject to applicable state law and the requirements of §11-52-32, Code of Alabama requiring review and certification by the County Engineer and compliance with all applicable Baldwin County Zoning regulations.

5. Unless otherwise provided or allowed by applicable state law, where the MUNICIPAL PLANNING COMMISSION is responsible for the regulation and

enforcement of a subdivision development within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION outside the corporate limits of the MUNICIPALITY, no map or plat of any subdivision shall be recorded, and no property shall be sold referenced to the map or plat, until and unless it has been first submitted to, and approved by, the MUNICIPAL PLANNING COMMISSION, pursuant to § 11-52-32, Code of Alabama, and then certified by the county engineer or his or her designee within 30 days of being submitted to the county engineer. Approval by the county engineer shall not constitute approval in lieu of or on behalf of the MUNICIPALITY with respect to a subdivision development regulated and enforced by the MUNICIPAL PLANNING COMMISSION.

6. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction and outside the corporate limits of the MUNICIPALITY, the subdivision regulations of the MUNICIPALITY shall apply.

7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that in the case of any subdivision located outside the corporate limits of the MUNICIPALITY which has received preliminary plat approval from the COMMISSION or MUNICIPAL PLANNING COMMISSION prior to the effective date of this Agreement, the same shall continue to be solely under the jurisdiction of the respective COMMISSION or MUNICIPAL PLANNING COMMISSION as long as the approval remains effective.

8. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any application for subdivision located outside the corporate limits of the MUNICIPALITY properly submitted and accepted into the COMMISSION'S or MUNICIPAL PLANNING COMMISSION'S subdivision review process prior to the effective date of this Agreement shall remain under the review authority of the entity to whom it was properly submitted.

9. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.

10. If any part, section, or subdivision of this Agreement shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Agreement which shall continue in full force.

11. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but with the MUNICIPAL

PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.

12. This Agreement shall become effective on the date upon which the last of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.

13. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

COMMISSION:

BALDWIN COUNTY COMMISSION

ATTEST:

Wayne Dyess
County Administrator

By: Joe Davis, III
Its: Chairman

MUNICIPALITY:

SUMMERDALE,
ALABAMA

ATTEST:

By: Tiffany Lynn
Its: Town Clerk

By: David Wilson
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE TOWN OF SUMMERDALE, ALABAMA

By: Robert C. Davis
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Molly Forsman Farmer, a Notary Public in and for said County in said State, hereby certify that DAVID WILSON, whose name as Mayor of SUMMERDALE, ALABAMA, and Tiffany Lynn, whose name as Town Clerk of SUMMERDALE, 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 municipality on the day the same bears date.

Given under my hand and seal this 3 day of November, 2021.

Molly Forsman Farmer
Notary Public, Baldwin County, Alabama
My Commission Expires: 12/18/2021

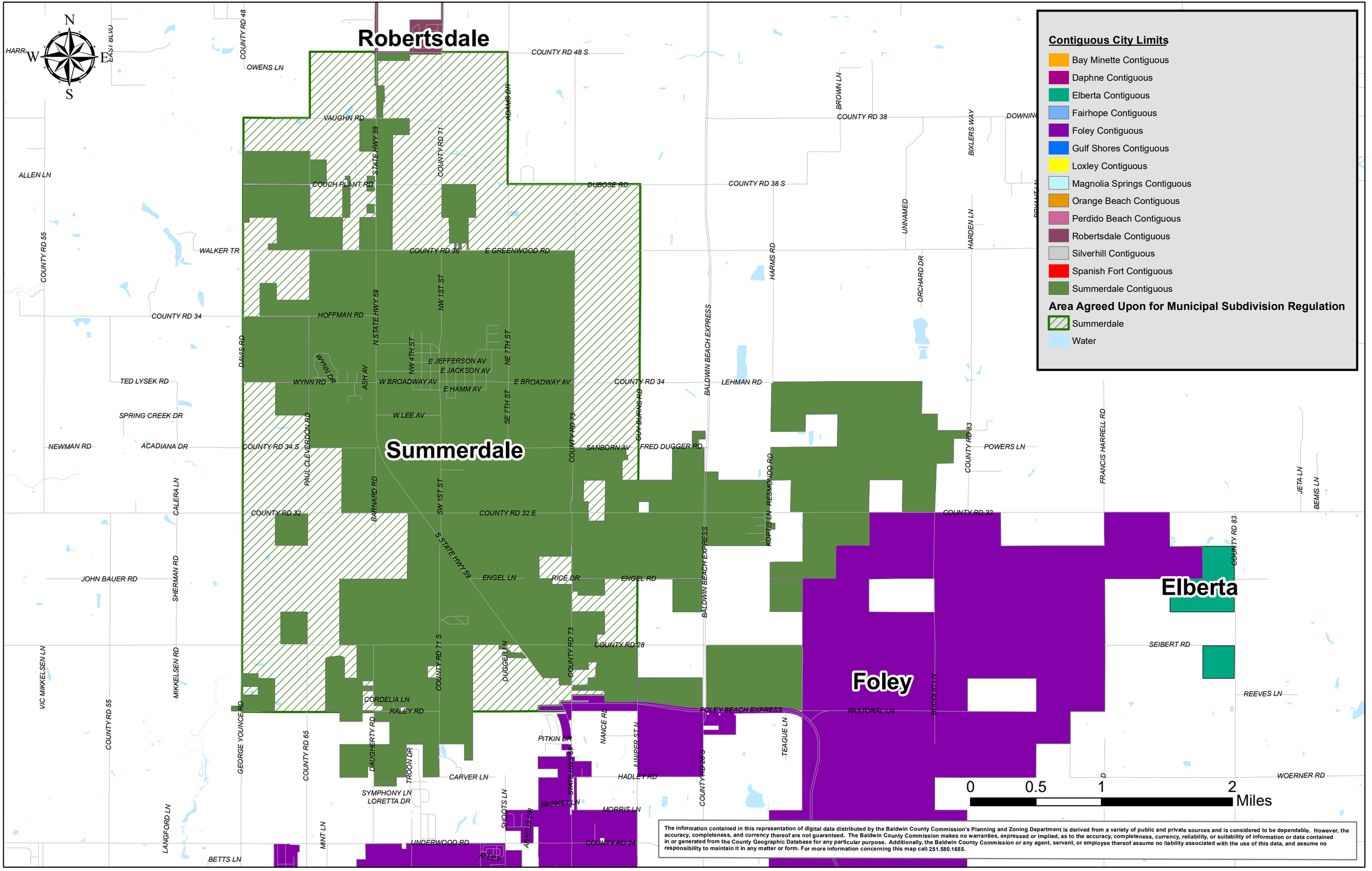
STATE OF ALABAMA
COUNTY OF BALDWIN

I, Molly Forsman Farmer, a Notary Public in and for said County in said State, hereby certify that Robert C. Davis, whose name as Chairman of the PLANNING COMMISSION OF SUMMERDALE, ALABAMA, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said Planning Commission on the day the same bears date.

Given under my hand and seal this 3 day of November, 2021.

Molly Forsman Farmer
Notary Public, Baldwin County, Alabama
My Commission Expires: 12/18/2021

Exhibit A



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Baldwin County Commission

Agenda Action Form

File #: 22-0173, **Version:** 1 **Item #:** BR4

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Matthew Brown, Planning and Zoning Director
Submitted by: Ashley Campbell, Natural Resource Planner

ITEM TITLE
University of Alabama - NOAA National Integrated Drought Information Service Grant Proposal - Letter of Support

STAFF RECOMMENDATION
Approve and authorize Chairman to execute a Letter of Support for the University of Alabama's NOAA National Integrated Drought Information Service Grant Proposal entitled "An Ecological Drought Forecasting Framework for Headwater Wetlands of the Southeast US Coastal Plain."

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Environmental Advisory Committee received a request from the University of Alabama for a letter of support for Dr. Hamid Moradkhani's NOAA National Integrated Drought Information Service Grant Proposal, entitled "An Ecological Drought Forecasting Framework for Headwater Wetlands of the Southeast US Coastal Plain."

On November 2, 2021, the EAC discussed the request and determined that the planning and evaluation tools could be valuable to local natural resource planners. The EAC unanimously voted to support the University of Alabama's grant application and is asking the Commission to approve and execute the letter of support.

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):
Mail original letter of support to:

Dr. Hamid Moradkhani
Director, Center for Complex Hydrosystems Research (CCHR)
Department of Civil, Construction and Environmental Engineering
The University of Alabama, 1030 Cyberhall, Box 870205
Tuscaloosa, Alabama 35487

cc: Ashley Campbell - via email: Ashley.campbell@baldwincountyal.gov

Additional instructions/notes: N/A

November 16, 2021

Dr. Hamid Moradkhani
Director of Center for Complex Hydrosystems Research (CCHR)
Department of Civil, Construction and Environmental Engineering
The University of Alabama Bbc@077
1030 Cyberhall, Box 870205
Tuscaloosa, AL 35487

Dr. Moradkhani:

I am writing in support of your proposal to the National Integrated Drought Information System's Coping with Ecological Drought Program titled *"An Ecological Drought Forecasting Framework for Headwater Wetlands of the Southeast US Coastal Plain."*

This project will produce planning and evaluation tools that will help evaluate vulnerability of Coastal Plain headwater wetland systems that play an important role in coastal Alabama and beyond. We look forward to providing input to help guide research to create valuable products that may serve as templates for other watersheds. Our *research / outreach / education* efforts align with your proposal, and we are excited to partner with you as end-users of this work.

The Baldwin County Commission is excited to support this effort that will provide planning and evaluation tools to local environmental agencies, nonprofits, and natural resource planners.

Sincerely,

James E. Ball, Chairman
Baldwin County Commission

Cc: Wayne Dyess
Matthew Brown
Ashley Campbell

Baldwin County Commission

Agenda Action Form

File #: 22-0220, **Version:** 1 **Item #:** CA1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Keri Green, Commission Executive Assistant

ITEM TITLE
Proclamation - 2021 Day of Thanks

STAFF RECOMMENDATION
Adopt a Proclamation which sets aside November 16, 2021, as a countywide “Day of Thanks” in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission desires to set aside November 16, 2021, as a “Day of Thanks” in the county to give citizens the opportunity to reflect on the County’s prosperity and many blessings during the Thanksgiving Season.

The following Baldwin County United board members will be in attendance to accept the proclamation:

Warren Hopper, Chairman of Baldwin County United
Dr. Cindy Wilson, Vice Chairman of Baldwin County United
David Greene, Secretary/Treasurer (unable to attend)
Ruthie Campbell, Board Member
Nick Sanders, Board Member
Anthony Sampson, Board Member

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration - Print proclamation, obtain signatures prior to the meeting, and place in presentation binder. Print in large print for presenter.

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

PROCLAMATION

A PROCLAMATION DECLARING NOVEMBER 16, 2021, AS A "DAY OF THANKS" IN BALDWIN COUNTY, ALABAMA.

WHEREAS, Baldwin County, Alabama, was established on December 21, 1809, by the Mississippi Territorial Legislature and is now a part of the Great State of Alabama; and

WHEREAS, Baldwin County remains the largest county, in land-size, in the state and, currently, is one of Alabama's fastest growing counties with over 200,000 residents and is visited by millions of tourists each year; and

WHEREAS, Baldwin County generates one of the highest shares of revenue for the State of Alabama; and

WHEREAS, Baldwin County's location on the Gulf of Mexico and Mobile River Delta is a large part of its attraction and tremendous prosperity; and

WHEREAS, with all our abundant blessings, it is only fitting that we set aside a day to reflect upon the county's prosperity; now therefore

BE IT PROCLAIMED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby set aside November 16, 2021, as a countywide "Day of Thanks" to acknowledge and reflect upon the great achievements, blessings and growing prosperity of Baldwin County, Alabama.

IN WITNESS, WHEREOF, we have hereunto set our hands and caused the Seal of Baldwin County, Alabama, to be affixed on this the 16th day of November, 2021.

Commissioner James E. Ball
Chairman

Commissioner Charles F. Gruber
Vice Chairman

Commissioner Joe Davis, III

Commissioner Billie Jo Underwood

Baldwin County Commission

Agenda Action Form

File #: 22-0239, **Version:** 1 **Item #:** CA2

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Sherry-Lea Bloodworth Botop, Director of Public and Government Affairs
Submitted by: Carjetta Crook, Administrative Support Specialist, IV

ITEM TITLE
Presentation by South Alabama Land Trust - Overview of the Organization

STAFF RECOMMENDATION
South Alabama Land Trust (SALT) would like to give the Commission an overview of the organization and how they can be a resource for the County.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Katherine Kuhn and Diana Brewer from SALT will be in attendance at regular meeting to present.

South Alabama Land Trust (formerly the Weeks Bay Foundation) protects land and promotes environmental education in coastal Alabama so current and future residents can enjoy clean water and the marine life, wildlife, and outdoor recreation that define the area.

Under its former name, South Alabama Land Trust was incorporated in 1990 as a non-profit organization to support the Weeks Bay National Estuarine Research Reserve in its efforts to conserve the pristine coastal area of Baldwin County, Alabama. In 2009, the organization became a Nationally Accredited Land Trust.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-0051, **Version:** 1 **Item #:** CA3

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Zach Hood, Director; Danon Smith, Planning and Grants Manager
Submitted by: Amanda Thweatt, Emergency Management Specialist

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ITEM TITLE
Baldwin County Emergency Management Agency - Planning and Grants Review for FY 2021 and Upcoming Grants for FY 2022

STAFF RECOMMENDATION
Baldwin County Emergency Management Agency (BCEMA) to update the Baldwin County Commission and Baldwin County residents on planning and grant information for the following:

1) Hazard Mitigation Plan
2) Emergency Management Performance Grant (EMPG)
3) Pre-Disaster Mitigation
4) Building Resilient Infrastructure in communities (BRIC) **First Year**
5) Hazard Mitigation Grant Program
6) Homeland Security Grant - Alabama Law Enforcement Agency - US Dept of Homeland Security
7) Strategic National Stockpile (SNS) Medical Countermeasures (MCM) - Alabama Department of Public Health (ADPH)
8) Tactical Interoperability Communications Plan (TICP)

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

Agenda Action Form

File #: 22-0201, **Version:** 1 **Item #:** DR1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Linda Lee, Planner
Submitted by: Linda Lee

ITEM TITLE
*Case No. Z-21033 - Kittrell Property Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2022-013, which approves Case Z-21033, Kittrell Property, as it pertains to the rezoning of 15 acres, more or less, as located in Planning (Zoning) District 33, from RSF-1, Single-Family District to RA, Rural Agricultural District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: **Proof of publication for BCC Public Hearing forthcoming.**

The subject request involves one parcel which consists of approximately 15 acres. The current zoning is RSF-1, Single-Family District and the requested zoning is RA, Rural Agricultural District, for the purpose of agricultural use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the Following:

Mr. Douglas A. Bailey
Post Office Box 345
Daphne, Alabama 36526

Mr. M. A. Kittrell
9005 Bay Point Drive
Elberta, Alabama 36530

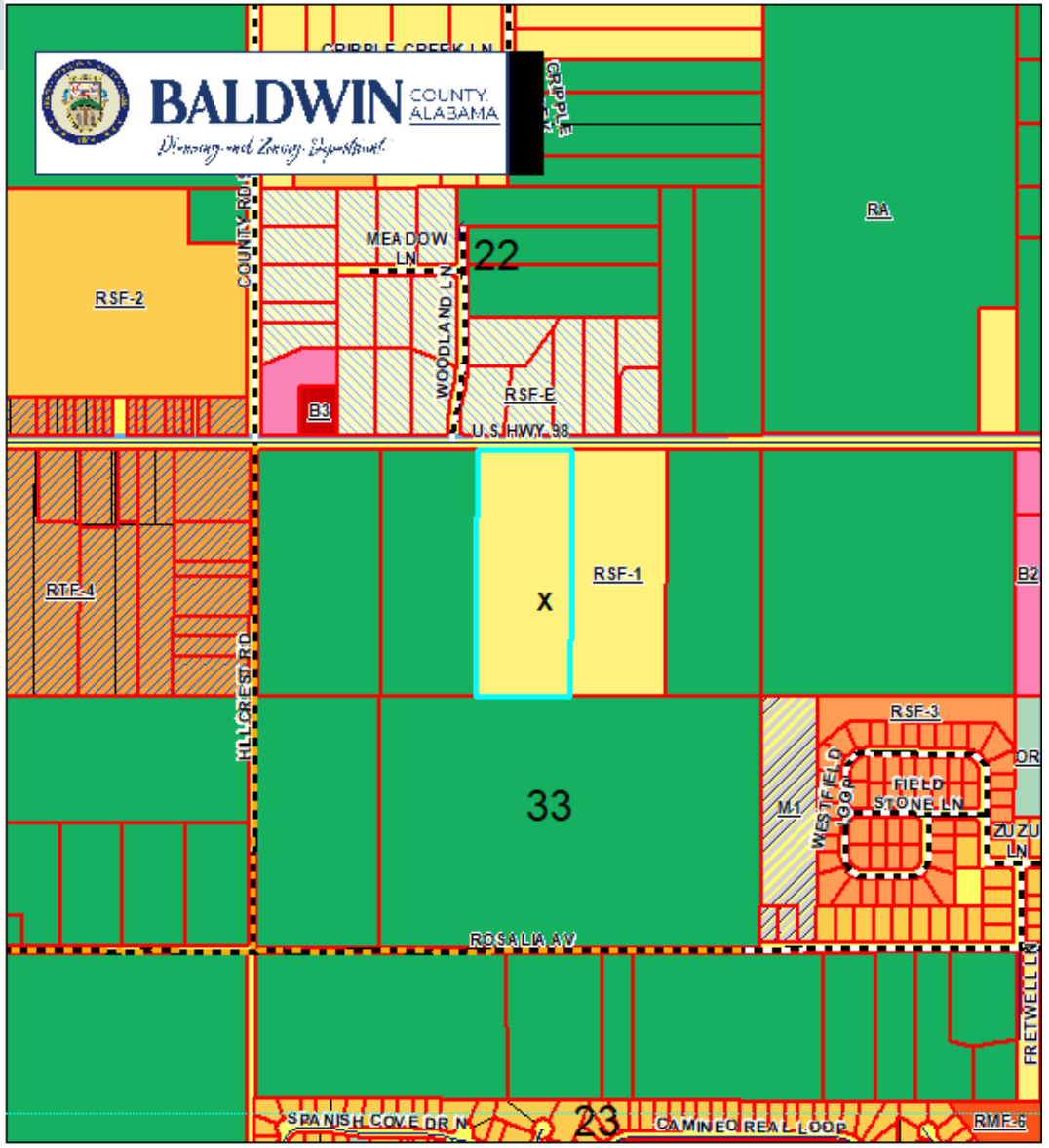
Additional instructions/notes: Planning and Zoning Department - Amend Zoning Map

Z-21033 Kittrell Property

Lead Staff: Linda Lee, Planner

Rezoning request from **RSF-1** to **RA**

- **Planning District:** 33 **Zoned:** RSF-1
- **Location:** Subject property is located on the south side of US Highway 98, east of Hillcrest Road
- **Parcel Number:** 05-52-08-27-0-000-004.000
- **Current Use:** Forested Timberland
- **Acreage:** 14.71
- **Physical Address:** US Highway 98
- **Applicant:** Douglas A. Bailey
- **Owner:** M. A. Kittrell

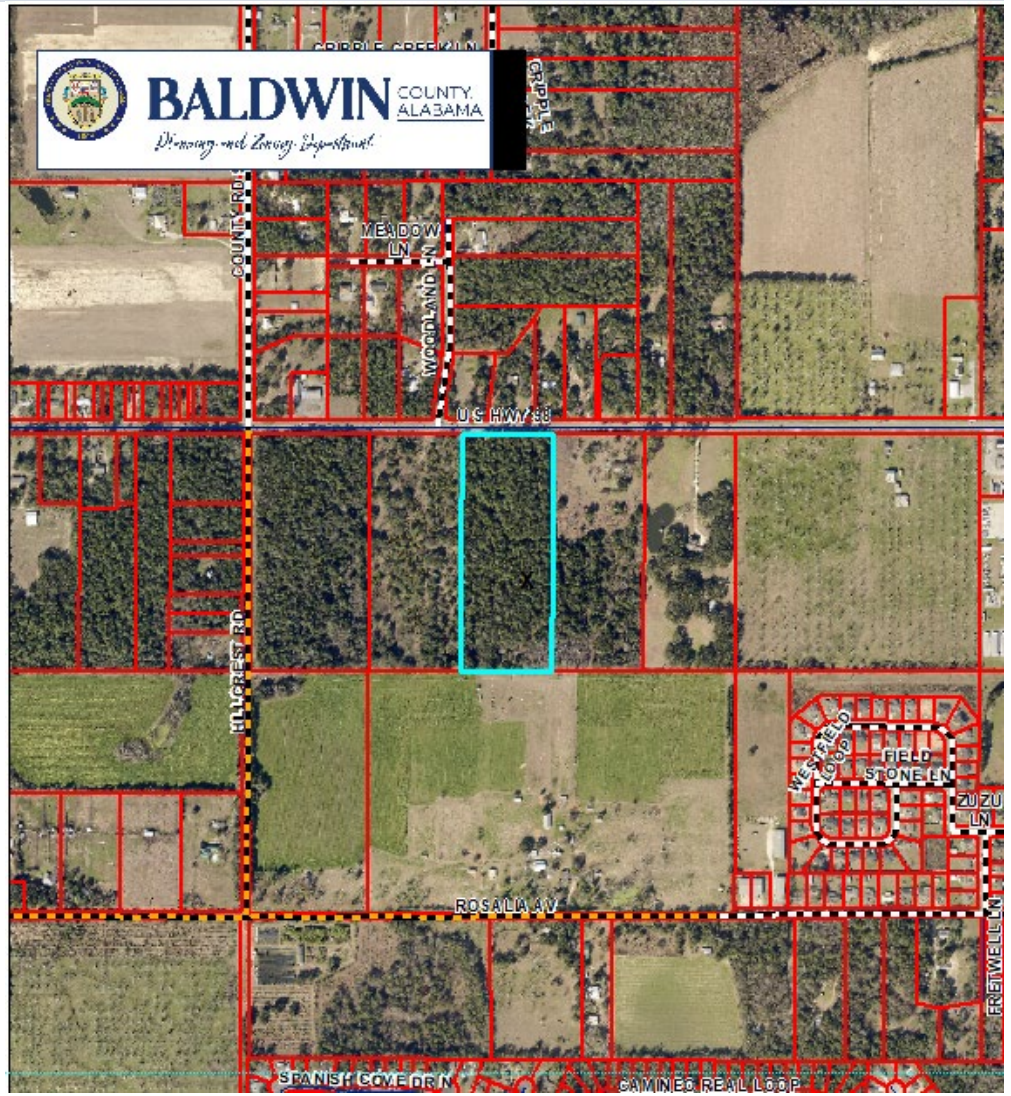


Z-21033 Kittrell Property

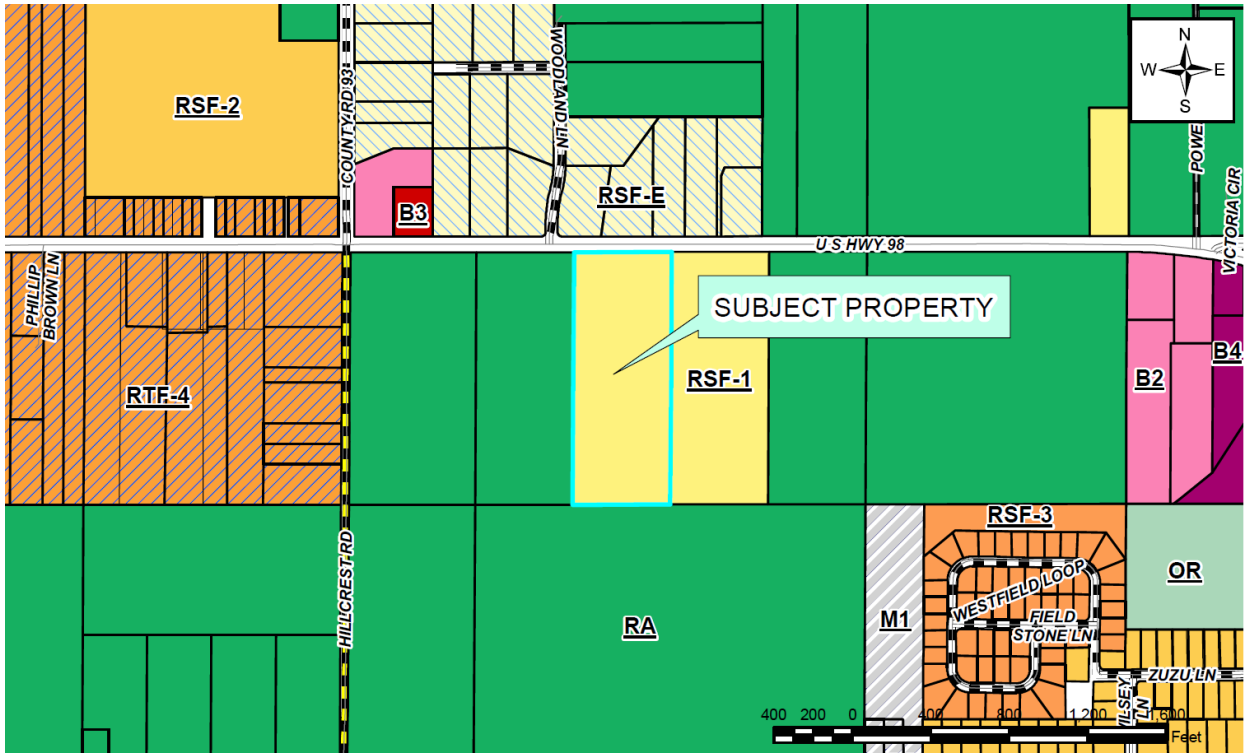
Lead Staff: Linda Lee, Planner

Rezoning request from **RSF-1** to **RA**

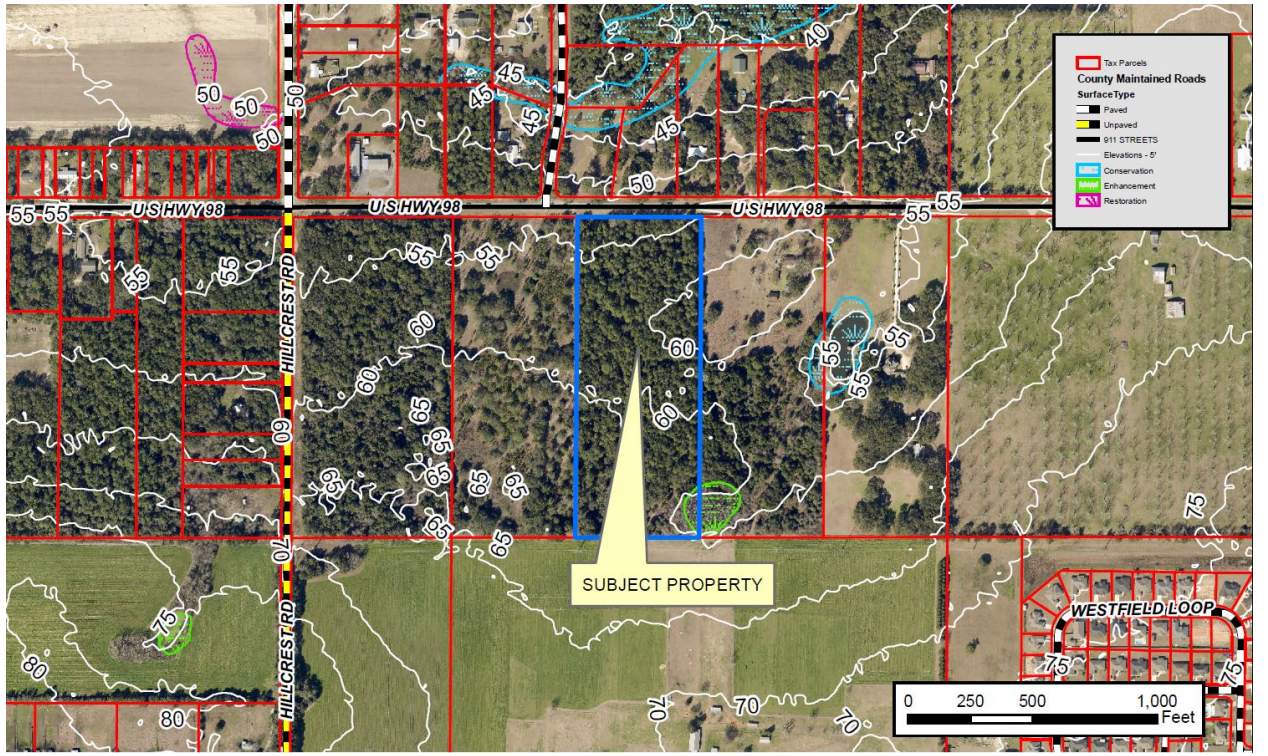
- **Proposed Zoning:** RA, Rural Agriculture
- **Proposed Use:** Uses in compliance with agricultural zoning
- **Applicant's Request:** The owner would like to use the property for agricultural uses



Locator Map



Site Map



	Adjacent Zoning	Adjacent Land Use
North	RSF-E, Estate Single Family District	Residential
South	RA, Rural Agricultural District	Agricultural
East	RSF-1, Single Family District	Residential
West	RA, Rural Agricultural District	Timberland

Property Images









Current Zoning Requirements

Section 4.2 RSF-1, Single Family District

4.2.1 *Generally*. This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

4.2.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

4.2.3 *Commission Site Plan Approval.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

(d) The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.2.4 *Special exception*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception: Not Applicable

4.2.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.4 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Proposed Zoning Requirements

Section 3.2 RA Rural Agricultural District

3.2.1 *Generally*. This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) Outdoor recreation uses.

(d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.

(e) The following local commercial uses: fruit and produce store.

(f) The following institutional uses: church or similar religious facility; school (public or private).

(g) Agricultural uses.

(h) Single family dwellings including manufactured housing and mobile homes.

(i) Accessory structures and uses.

3.2.3 *Special exceptions*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions: Not Applicable

3.2.4 *Commission Site Plan Approval.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

(a) Transportation, communication, and utility uses not permitted by right.

(b) Institutional uses not permitted by right.

(c) The following general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).

(d) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

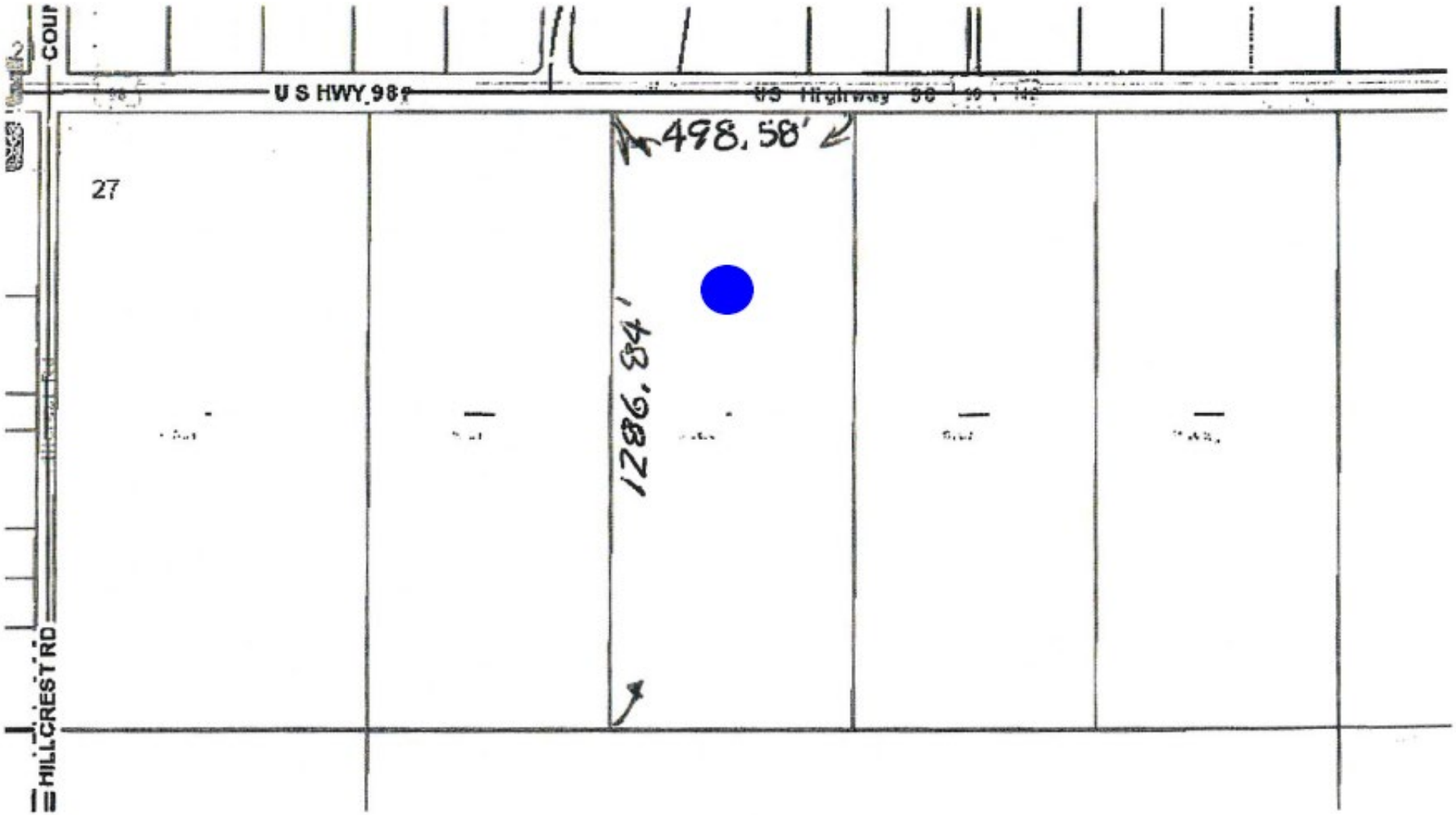
3.2.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.4 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications*. Within the RA district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Site Plan



Staff Analysis and Findings

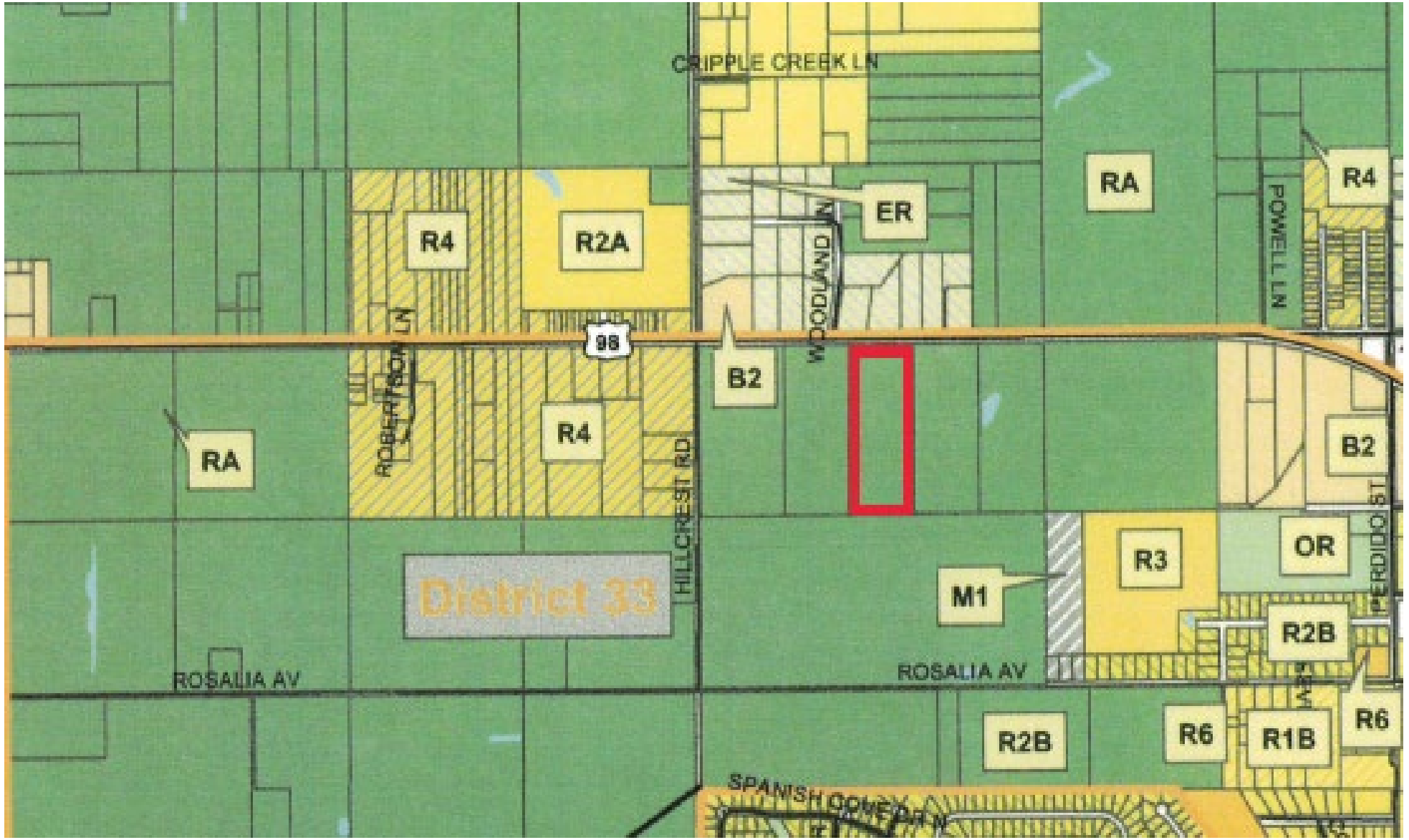
1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently zoned RSF-1, Single Family District, and is undeveloped. The adjacent properties are zoned RSF-E, and RA. The adjacent uses are residential and timberland. The requested change is a rural designation which allows agricultural uses. Staff believes the requested change is compatible with the existing development pattern and zoning of nearby properties.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

Planning District 33 zoning map was adopted in August 2002. At that time the property was zoned RA. In 2006 the property owner requested to rezone the property from RA to R3 to allow for a residential subdivision. The County Commission approved a rezoning to R1A. The nomenclature changed in 2009 to RSF-1.

Planning District 33 Zoning Map – April 2004



Staff Analysis and Findings

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

Staff Analysis and Findings

3.) Does the proposed zoning better conform to the Master Plan? (Cont.)

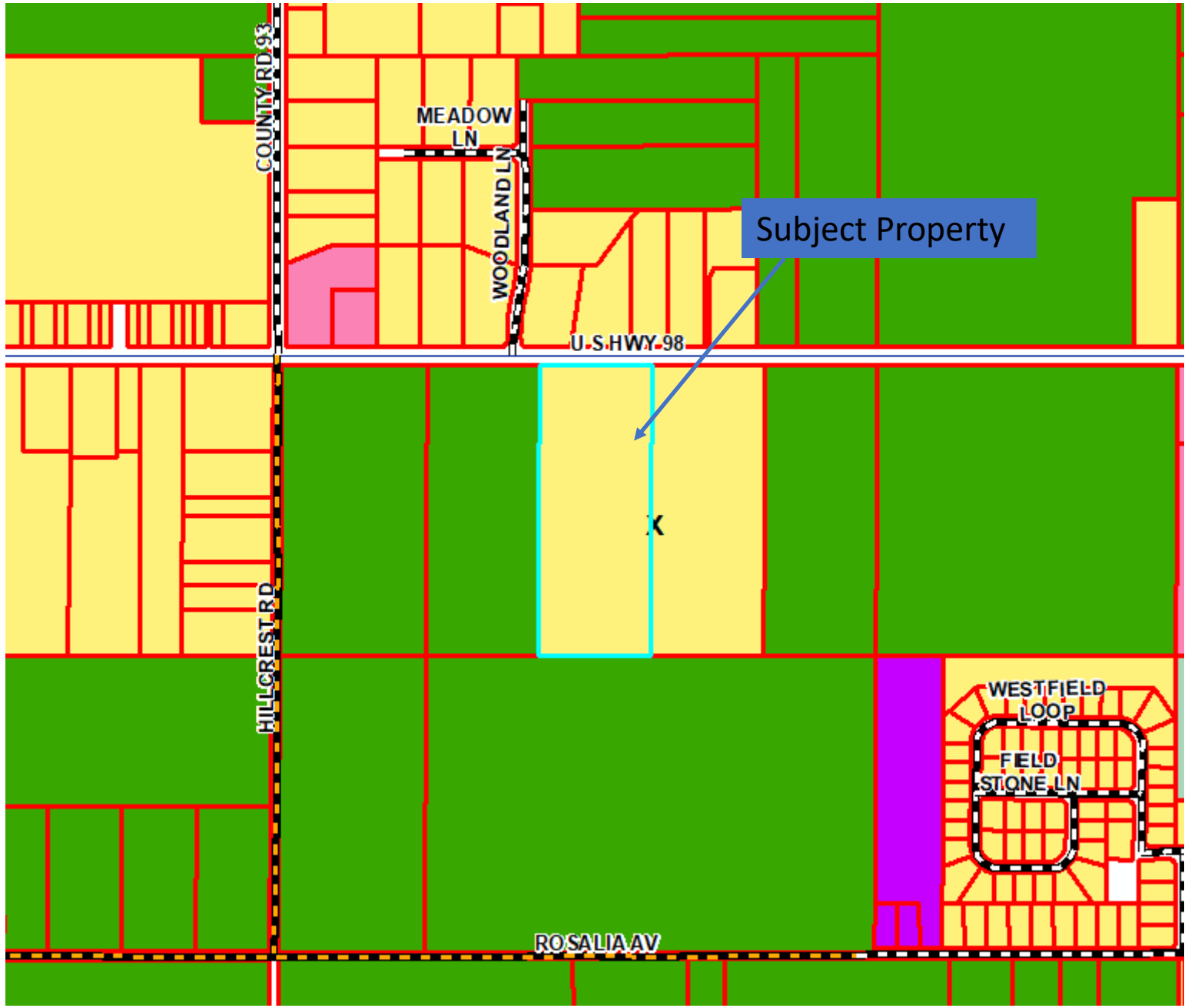
A future land use designation of Residential has been provided for the subject property. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, RMH and PRD.

Staff Analysis and Findings

3.) Does the proposed zoning better conform to the Master Plan? (Cont.)

Approval of the rezoning will result in an amendment of the Future Land Use Map to agricultural. Agriculture, forestry and similar activities are included with this future land use category. Single family dwellings, institutional uses, recreational uses, limited commercial uses which are intended to serve a rural area and transportation, communication and utility uses are also included subject to the requirements found within the Zoning Ordinance. This category is designed to protect the essential open character of rural areas until it is timely to reclassify the land to appropriate residential, commercial or industrial categories. Zoning designations may include RR, CR, RA and RSF-E.

Future Land Use Map



Staff Analysis and Findings

4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any planned public improvements. Staff has not received any comments from ALDOT.

5.) Will the proposed change adversely affect traffic patterns or congestion?

Per the Federal Highway Administration, the functional classification of US Highway 98 is principal arterial. These roadways serve major centers of metropolitan areas, provide a high degree of mobility and can also provide mobility through rural areas. Unlike their access-controlled counterparts, abutting land uses can be served directly. Forms of access for Other Principal Arterial roadways include driveways to specific parcels and at-grade intersections with other roadways. For the most part, roadways that fall into the top three functional classification categories (Interstate, Other Freeways & Expressways and Other Principal Arterials) provide similar service in both urban and rural areas. The primary difference is that there are usually multiple Arterial routes serving a particular urban area, radiating out from the urban center to serve the surrounding region. In contrast, an expanse of a rural area of equal size would be served by a single Arterial. Access to this site from would require approval from the ALDOT.

Staff Analysis and Findings

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The RA zoning designation allows for residential and agricultural uses which would be consistent with the development patterns in the area and appropriate for orderly development of the community.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

This area of Planning District 32 consists mostly of residential and agricultural zoning districts. Adjacent properties are zoned for residential and agricultural uses. Therefore, staff believes the proposed rezoning is a logical expansion of adjacent zoning districts and appropriate for the lot size.

8.) Is the timing of the request appropriate given the development trends in the area?

Staff believes that timing is appropriate given development trends in the area.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the

Staff Analysis and Findings

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts. Access to this site would require approval from the Alabama Department of Transportation (ALDOT).

11.) Other matters which may be appropriate.

The Highway Construction Setback for US Highway 98 is 125 feet from the centerline of the right-of-way.

Agency Comments

- **Baldwin County Highway Department – Weesie Jeffords:**

From: Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>
Sent: Wednesday, September 22, 2021 8:24 AM
To: D Hart <DHart@baldwincountyal.gov>
Subject: RE: Z-21033 Kittrell Property

DJ,

This site may require a residential driveway permit if it is used for personal farming but may need a commercial turnout and drainage permit if it is used for any commercialized farming (farm stand, produce market, U-pick, Etc). Both types of accesses would be through ALDOT.

Current drainage for the property appears to slope towards US 98 and utilize Caney Branch, then flow to the State's wetland preserve area along Perdido River.

Let me know if you need anything further.

Thank you,

Weesie Jeffords

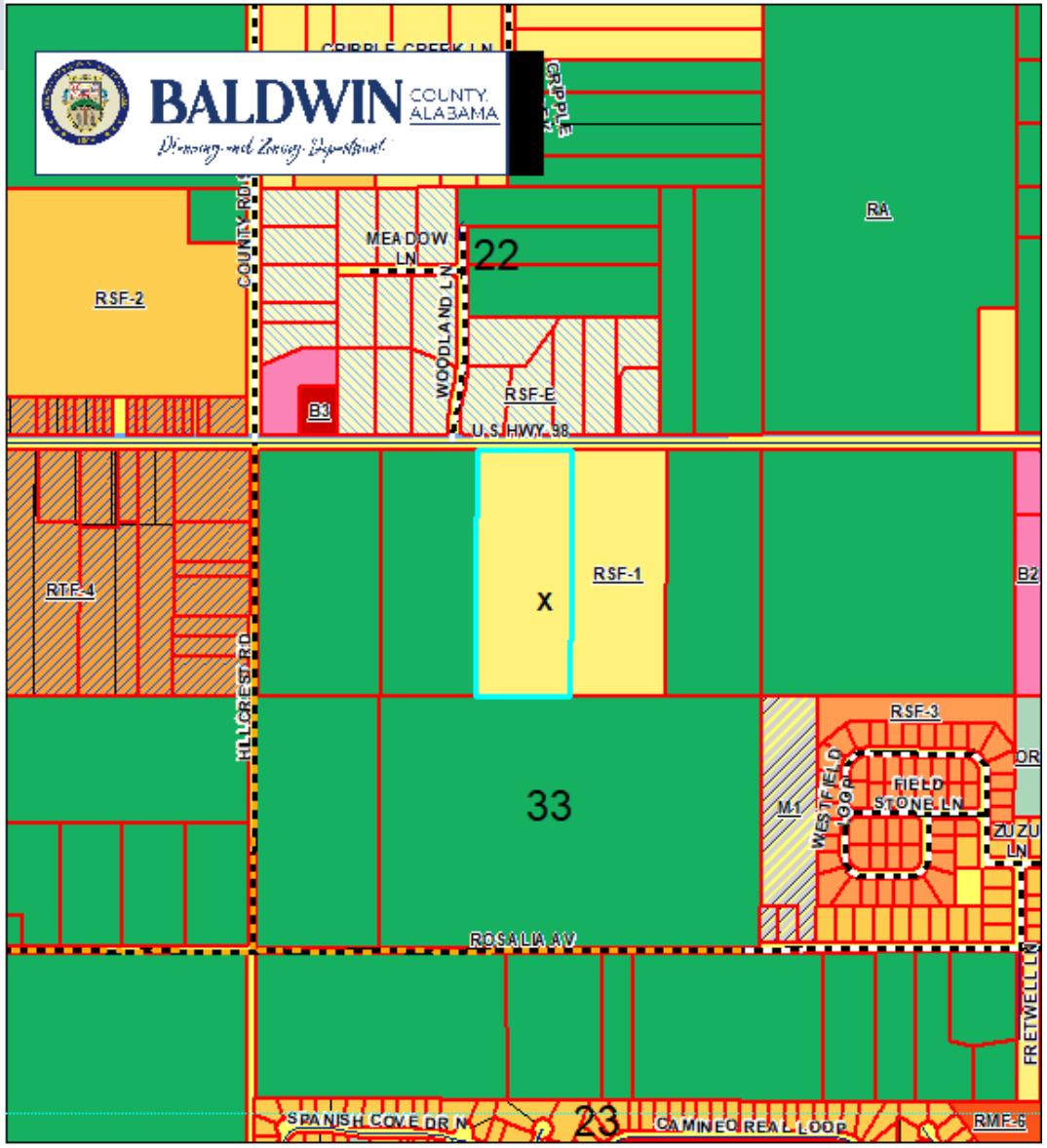
Z-21033 KITTRELL PROPERTY

Lead Staff: Linda Lee, Planner

REZONING REQUEST FROM **RSF-1** TO **RA**

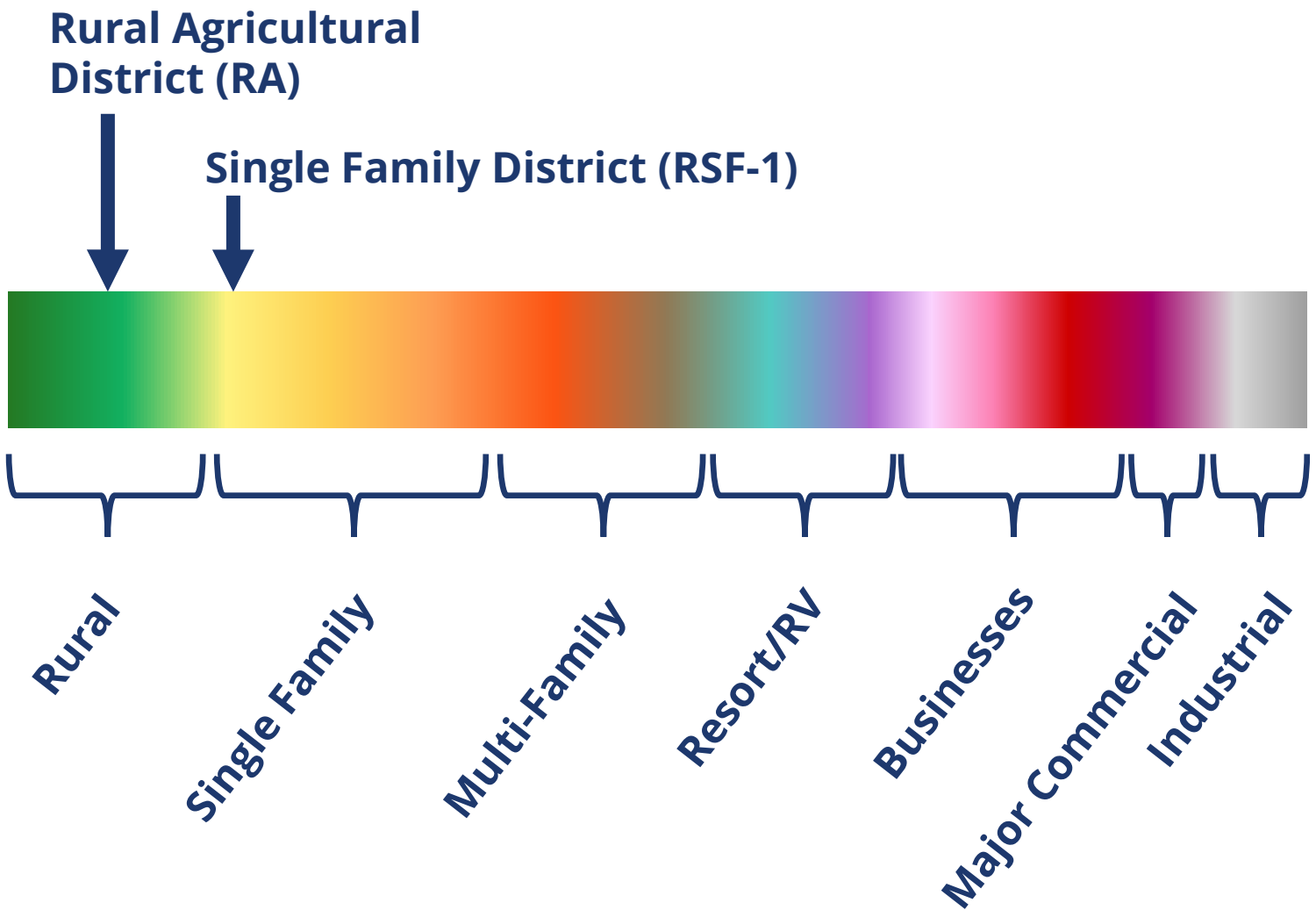
- **Staff's Summary and Comments:**

The subject property is currently zoned RSF-1, Single Family District, and is currently undeveloped. The property adjoins US Highway 98 to the north. The adjoining properties are residential, and timberland. The requested zoning designation is RA, Rural Agricultural District. RA is more restrictive and less intense than the current designation of RSF-1. According to the submitted information, the purpose of this request is to allow for agricultural uses.



Z-21033 Kittrell Property

Rezoning request from **RSF-1** to **RA**



Staff's Recommendation:

The Baldwin County Planning Commission considered this request at its October 7, 2021, meeting and voted to recommend APPROVAL to the County Commission. Staff concurs with that recommendation.

**On rezoning applications, the County Commission will have the final decision.*

approval. The Planning Commission may grant additional time if deemed necessary.

- **If signage is proposed, a Sign Permit application demonstrating compliance with Article 16 of the zoning ordinance, shall be submitted to and approved by the Planning and Zoning Department.**
- **Storm water facilities are to be installed and inspected prior to the start of construction.**
- **Any major changes and/or additions shall result in further review and approval by the Planning Commission.**

Mr. Church returned to his place with the commission.

b.) CASE Z-21033 KITTRELL PROPERTY REZONING REQUEST

Request to rezone approximately 14.71 acres from RSF-1 to RA to allow agricultural uses of the property. The subject property located on the south side of US Highway 98 east of Hillcrest Road in Planning District 33.

Linda Lee presented the request and reported recommendation of approval by staff. Douglas Bailey was present to answer questions. There was no one present in opposition.

Michael Mullek made a motion to recommend approval. Ernie Church seconded the motion. All members voted aye. **Motion to recommend approval of Case Z-21033 rezoning request from RSF-1 to RA carries on a vote of 6-0.**

c.) CASE Z-21034 LAZZARI PROPERTY REZONING REQUEST

Request to rezone approximately 27.66 acres from RSF-E to RA to allow an open-air storage facility on the parcel. The subject property located on the south side of County Road 64 east of McBride Road in Planning District 15.

Linda Lee presented the request and reported recommendation of approval by staff, adding that any future commercial use on the subject property will likely receive a recommendation of denial. Hunter Smith was present to represent the applicant. There was no one present in opposition.

After discussion between commission members and staff Greg Seibert made a motion to recommend approval. Robert Davis seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-21034 rezoning request from RSF-E to RA carries on a vote of 6-0.**

d.) CASE Z-21035 TWIN OAKS CO. PROPERTY REZONING REQUEST

Request to rezone approximately 4.22 acres from B-3 to B-4 to allow more diverse commercial development on the parcel. The subject property located in the median of the Foley Beach Express in Planning District 30.

DJ Hart presented the request and reported recommendation of approval by staff. Tom

BALDWIN COUNTY PLANNING & ZONING COMMISSION

Voting Sheet

Z-21033 Kittrell Property
Re-Zone RSF-1 to RA
10/7/2020

MOTION: TO RECOMMEND APPROVAL
MADE BY: MICHAEL MULLEK
2ND BY: ERNIE CHURCH

MEMBER	IN FAVOR OF MOTION	OPPOSED TO MOTION
Steven Pumphrey	-	-
Daniel Nance	A	
Brandon Bias	A	
Ernie Church	X	
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	A	
Michael Mullek	X	
Greg Seibert	X	
Bill Booher	X	
VOTE TOTAL	6-0	

MOTION CARRIES ON A VOTE OF 6-0

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2022-013

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-21033, Kittrell Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Douglas A. Bailey, on behalf of M. A. Kittrell, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 33, for property identified herein and described as follows:

15 AC(C) FR NW COR OF SEC 27 TH RUN E 1163.4', TH S 40' TO POB, TH E 498.6', TH S 1286.9', TH W 498.6', TH N 1286.8' TO POB SEC 27-T7S-R6E (FORC D)

Otherwise known as tax parcel number, **05-52-08-27-0-000-004.000**, 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 RA, Rural Agricultural District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on October 7, 2021, and voted to recommend approval of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on November 16, 2021; 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-21033, Kittrell 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 RA, Rural Agricultural 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 **November 2021.**

_____

Commissioner James E. Ball, Chairman

ATTEST

_____

Wayne Dyess, County Administrator

Planning and Zoning

Department

Memo

To: Anu Gary

From: DJ Hart

Date: 11/4/2021

Re: Z-21033, Kittrell Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 10/7/2021.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case. Z-21033, Kittrell Property.

The Planning and Zoning Commission meeting was held **Thursday October 7, 2021**.

The County Commission public hearing is scheduled for **Tuesday November 16, 2021**.

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. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

09/22/2021

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

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

X April M. Perry
April M. Perry, Legal Ad Representative

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/22/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 329064

Z-21033 Kittrell Property

Amount of Ad: $129.20

Legal File# Z-21033 Kittrel

BALDWIN COUNTY PLANNING & ZONING COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523

NOTICE OF PUBLIC HEARING

Case No. Z-21033
Kittrell Property
Planning District 23

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Douglas A Bailey on behalf of M A Kittrell, owner of property located on US Highway 98 in Planning District 23. The applicant is requesting approval to rezone 15± acres from RSF-1 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-08-27-0-000-004.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission, which is scheduled for Thursday, October 7, 2021, beginning at 4:00 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 email your comments to: Planning@baldwincountyal.gov. 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. 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.
September 22, 2021

RECEIVED
DGHart
9/28/21

Planning and Zoning

Department

Memo

To: Anu Gary

From: DJ Hart

Date: 11/4/2021

Re: Z-21033, Kittrell Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 11/16/2021.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case. Z-21033, Kittrell Property.

The Planning and Zoning Commission meeting was held **Thursday October 7, 2021**.

The County Commission public hearing is scheduled for **Tuesday November 16, 2021**.

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. 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:

10/20/2021, 10/27/2021, 11/03/2021

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

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

X April M. Perry
April M. Perry, Legal Ad Representative

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 11/03/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 330299

Kittrell Property

Amount of Ad: $376.52

Legal File# Z-21033

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523

NOTICE OF PUBLIC HEARING
Case No. Z-21033
Kittrell Property
Planning District 23

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Douglas A Bailey on behalf of M A Kittrell, owner of property located on US Highway 98 in Planning District 23. The applicant is requesting approval to rezone 15± acres from RSF-1 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-08-27-0-000-004.000.
The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for Tuesday, November 16, 2021, beginning at 8:30 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave. Fairhope, Al. 36532

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & 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 email your comments to:
Planning@baldwincountyal.gov.
If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.
Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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.
October 20-27;
November 3, 2021

RECEIVED
11/4/21
DG Hart

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

October 27, 2021

Account # 981101 PO # _____

Cost $ 496.13 Ad # 281327

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

BCR42

2-21033

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 10th day of November, 20 21

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
11/10/21

HONEYBEE
FROM PAGE A1

Rosinton, Loxley, Silverhill and Robertsdale.

Again this year, the festival will feature two Honeybee queens, along with their courts: Little Miss Honeybee Blakeley Louise Walker and her court: Charlotte Reese Walker, who was also Little Miss Charity; Ally-Harper Tillery and Monroe Dorward Cristini; and Young Miss Honeybee Eleanor Rachael McCoy, who was also Young Miss Charity, and her court: Miss Photogenic Adalyn Lyles, Emma Kate Lynn and Audrey O'Connor. Also representing the Honeybee court are Miss Congeniality Adalyn Foley; Most Creative Number Brooklyn Marshall; and Queen of Queens Brenna Schmierer.

The queens and their courts were crowned during a ceremony held Oct. 8 at the PZK Hall.

This year's festival will coincide with the city's 100th anniversary celebration and the Robertsdale Centennial Committee will have a booth set up at the festival, selling commemorative coins, different styles of coffee mugs and hats, said Committee Chairman Stephanie Kroll. The Robertsdale Centennial Queens will also be passing out balloons to children.

The Centennial Queens are Virginia Boseck, Ella Brewton, London Lace Brill, Matalyne Kroll, Morgan Kroll, Addison Kucera, Adalyn Lyles and Emma Kate Lynn.

The Centennial Committee will also be hosting a free chili cookoff with teams providing taster cups to participants.

Awards will be presented for Grand Champion, Runner-up, Best in Show (overall setup and presentation) and People's Choice.

SHIP
FROM PAGE A1

always gotten a lot of trick-or-treaters every year," Denean Anthony said. "It's just a fun activity for everybody."

Since they moved into their new home, which is located close to town hall, which has hosted a trunk-or-treat on Halloween for the past few years, they decided to step up their Halloween decorations.

"Everyone on our street decorates, and we all come out to hand out candy," she said. "You don't have to be a kid to enjoy Halloween."

When her husband, Steve, had some leftover pallets, Denean Anthony said the idea just came to her to build a pirate ship out of them.

"We already had all the skeletons and try to do something creative with them every year," she said. "A pirate ship just seemed like the natural thing to do."

With the help of their children and her mother, Mary deLaunay, they began to put everything together.

They took the pallets and covered them with tarps from the Habitat Re-Store in Summerdale. They took flowerpots from Absolute Greenhouse in Foley and made cannons with them. Denean Anthony also went to Dollar Tree in Robertsdale and bought a basket to hold pirate





JOHN UNDERWOOD / STAFF PHOTOS

treasure.

Other items like jewelry and coins for the pirates' "booty" were items they already had in the house or in storage, she said.

They also set up green spotlights to give the whole thing an eerie glow when lit up at night.

"We just had fun with it," she said.

Once Halloween is over, Denean Anthony said, the skeletons will go back in their closet, but the larger display will remain up at least through Christmas.

"We're going to hang lights and make a Christmas display out of it," she said. "We can leave that up for another four or five weeks, then we'll put everything up for next year."

ROBERTS
FROM PAGE A1

the equation is to make Assistant Chief Booker the interim police chief," said Hamby. "That would be a trial basis from the town's perspective to see how it works and it would be a trial basis from (Booker's) perspective to see if he really wants the job as chief, and at that point we would go into further consideration."

Council member Steve Kirkpatrick said were Booker to be appointed as Elberta police chief, he would be required to complete every certification for the chief position, similar to how Roberts had done before him. Booker said this is not the first time he has stepped into a leadership role, having become squad leader during his second tour in Iraq after the previous squad leader had to step down. Booker said he is ready to take on a leadership position once again.

STOP
Elder Abuse, Neglect & Exploitation
Submit a report to the Alabama Department of Human Resources Adult Protective Services Division
1-800-458-7214
aps@dhr.alabama.gov
HUMAN RESOURCES



Mark Your Calendar for the Upcoming
COLLECTORS & SHOOTERS CLUB, LLC
GUN SHOW
October 30 & 31, 2021
Baldwin County Fairgrounds
11477 Fairgrounds Road, Robertsdale, AL
Off Hwy. 59 behind Robertsdale High School
225 Tables
Modern & Antique Firearms, Knives, Ammo, Shooting Accesories, Etc.
BUY-SELL-TRADE-ADMIRE
Open to Public
Saturday 9 am to 5 pm ~ Sunday 10 am to 4 pm
Age 12 & under FREE
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BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523

NOTICE OF PUBLIC HEARING

Case No. Z-21035
Twin Oaks Co, Inc Property
Planning District 30

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Sawgrass Consulting LLC on behalf of Twin Oaks Co, Inc of Twin Oaks Co, Inc, owner of property located Median of Wahoo Plaza in Planning District 30. The applicant is requesting approval to rezone 4.22± acres from B-3 - General Business District to B-4 - Major Commercial District. The Parcel Identification Numbers are 05-61-08-27-0-000-001.001 and 05-61-08-27-0-000-001.008 and 05-61-08-27-0-000-001.009 and 05-61-08-27-0-000-001.010.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for **Tuesday, November 16, 2021**, beginning at 8:30 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave. Fairhope, Al. 36532

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & 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 email your comments to: Planning@baldwincountyal.gov. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

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BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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Phone: (251) 580-1655

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523

NOTICE OF PUBLIC HEARING
Case No. Z-21033 Kittrell Property
Planning District 23

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Douglas A Bailey on behalf of M A Kittrell, owner of property located on US Highway 98 in Planning District 23. The applicant is requesting approval to rezone 15± acres from RSF-1 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-08-27-0-000-004.000.

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281327

Baldwin County Commission

Agenda Action Form

File #: 22-0196, **Version:** 1 **Item #:** DR2

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Celena Boykin, Senior Planner
Submitted by: Celena Boykin, Senior Planner

ITEM TITLE
*Case No. Z-21034 - Lazzari Property Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2022-014, which approves Case Z-21034, Lazzari Property, as it pertains to the rezoning of 27.66 acres, more or less, as located in Planning (Zoning) District 15, from RSF-E, Residential Single Family Estate District to RA, Rural Agricultural District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: **Proof of publication for BCC Public Hearing forthcoming.**

The subject property is currently zoned RSF-E, Residential Single Family Estate District, and is currently farmed. The requested zoning designation is RA, Rural Agricultural District. The applicant is asking for RA zoning because they would like to develop the property as an open-air storage facility. Most of the surrounding properties are zoned RSF-E and RA and are used for residential and agricultural purposes, therefore the requested change is compatible with the zoning of nearby properties. However, the request to have a commercial use is not compatible with adjacent properties.

The Planning Commission voted to recommend approval of this rezoning request at the October 7, 2021, meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the Following:

Smith Clark & Associates, LLC
30941 Mill Lane, Suite G, Box 258
Spanish Fort, Alabama 36527

Jeanne Lazzari
12050 Lazzari Lane
Daphne, Alabama 36526

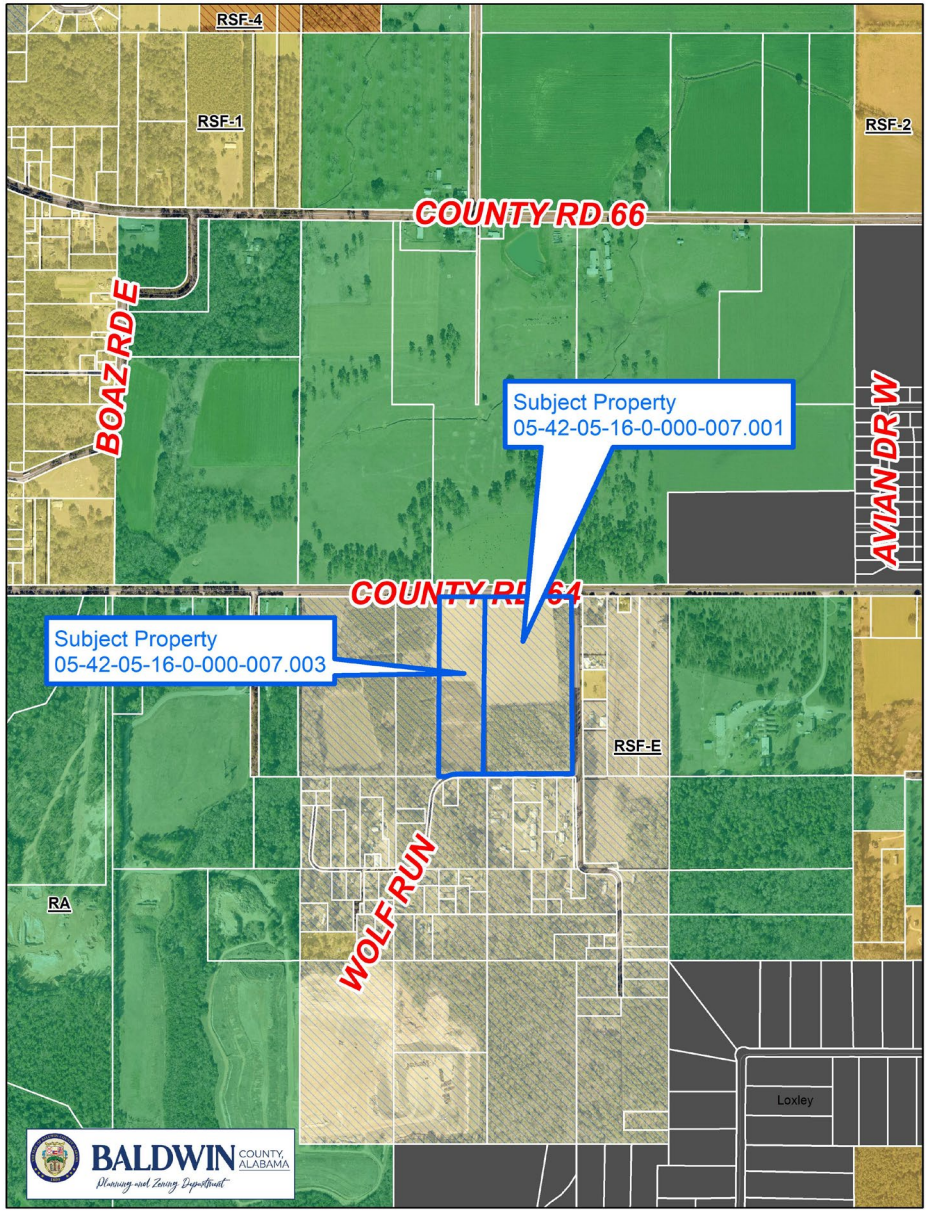
Additional instructions/notes: Planning and Zoning Department - Amend Zoning Map

7.C) Z-21034 Lazzari Property

Lead Staff: Celena Boykin, Senior Planner

Rezoning request from **RSF-E** to **RA**

- **Planning District:** 15 **Zoned:** RSF-E
- **Location:** Subject property is located on the south side of County Rd 64, east of McBride Rd
- **Current Use:** Agriculture
- **Acreage:** 27.66
- **Physical Address:** N/A
- **Applicant:** Smith Clark & Associates LLC
- **Owner:** Jeanne Lazzari

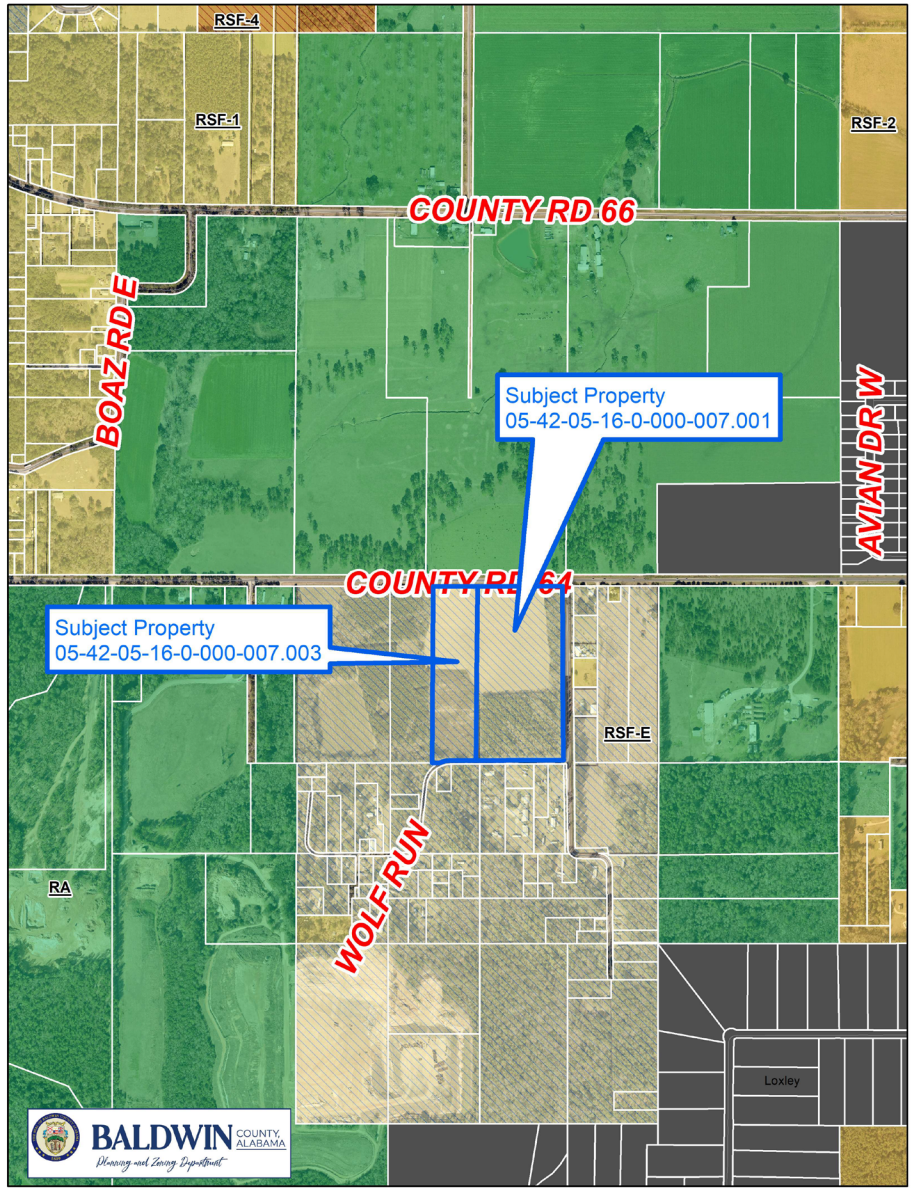


Z-21034 Lazzari Property

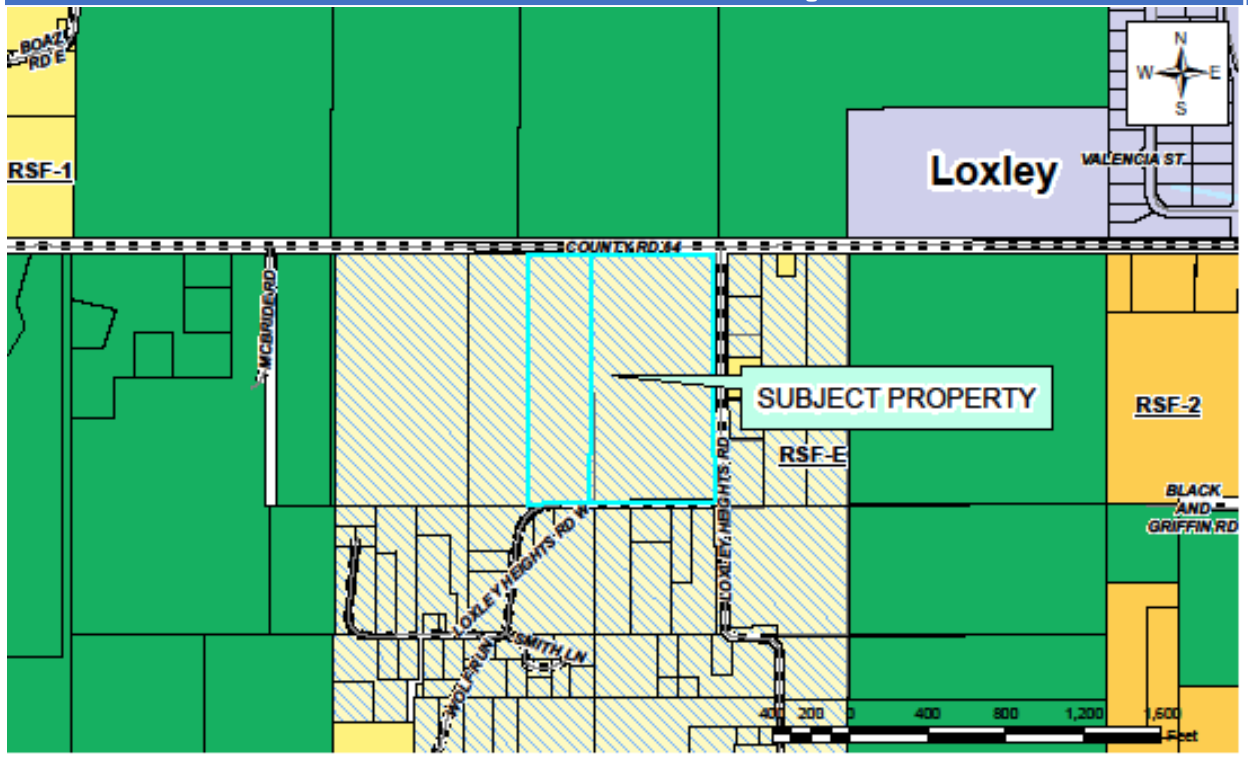
Rezoning request from **RSF-E** to **RA**

Lead Staff: Celena Boykin, Senior Planner

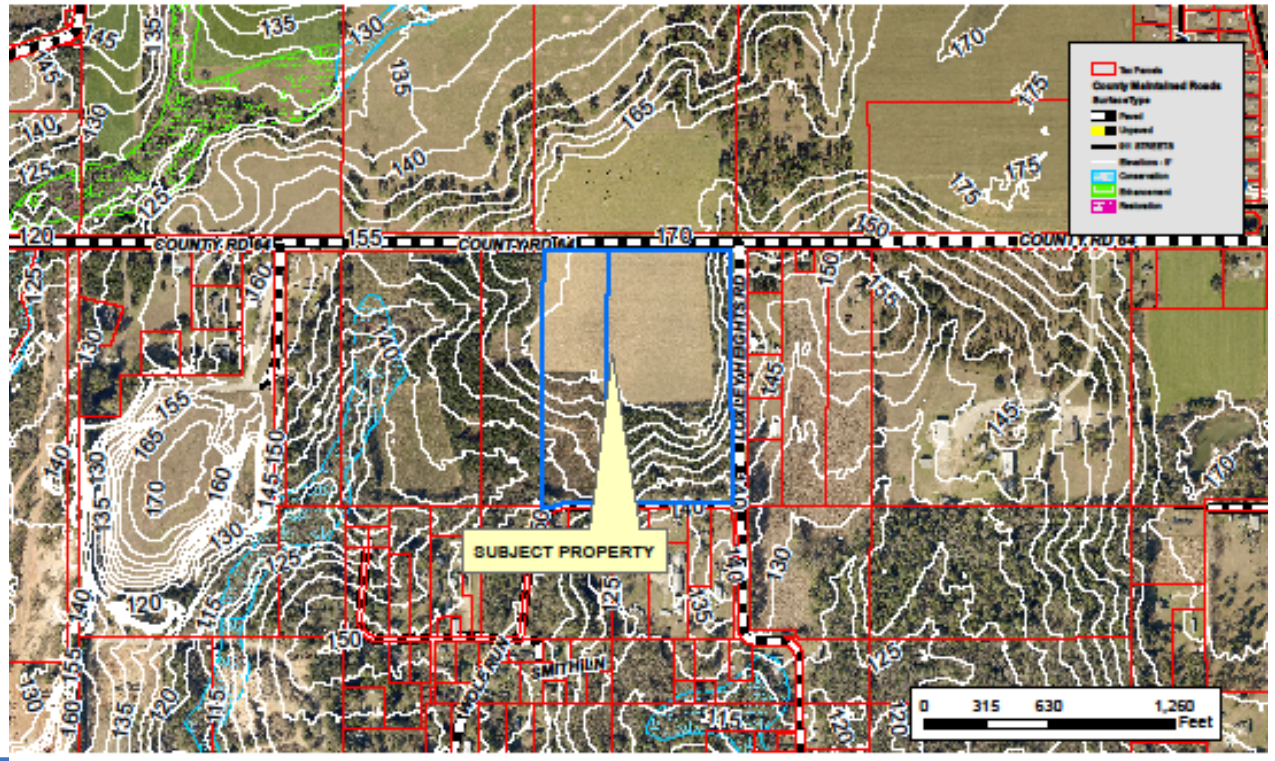
- **Proposed Zoning:** RA, Rural Agriculture
- **Proposed Use:** Open Air Storage Facility
- **Applicant's Request:** The owners would like to develop the property as an open air storage facility.



Locator Map



Site Map



	Adjacent Zoning	Adjacent Land Use
North	County Rd 64 and RA, Rural Agriculture District	Agriculture
South	RSF-E, Estate Single Family District	Residential
East	RSF-E, Estate Single Family District/ Loxley Heights Rd	Residential
West	RSF-E, Estate Single Family District	Timberland

Property Images



Subject property



Adjoining property to the west



Property across the road to the east



Property across the road to the north

Current Zoning Requirements

Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally*. This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) Agricultural uses.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

4.1.3 *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.

4.1.4 *Special exception*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.1.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Proposed Zoning Requirements

Section 3.2 RA Rural Agricultural District

3.2.1 *Generally*. This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) Outdoor recreation uses.

(d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.

(e) The following local commercial uses: fruit and produce store.

(f) The following institutional uses: church or similar religious facility; school (public or private).

(g) Agricultural uses.

(h) Single family dwellings including manufactured housing and mobile homes.

(i) Accessory structures and uses.

3.2.3 *Special exceptions*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

(a) The following general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).

(b) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

3.2.4 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Transportation, communication, and utility uses not permitted by right.

(b) Institutional uses not permitted by right.

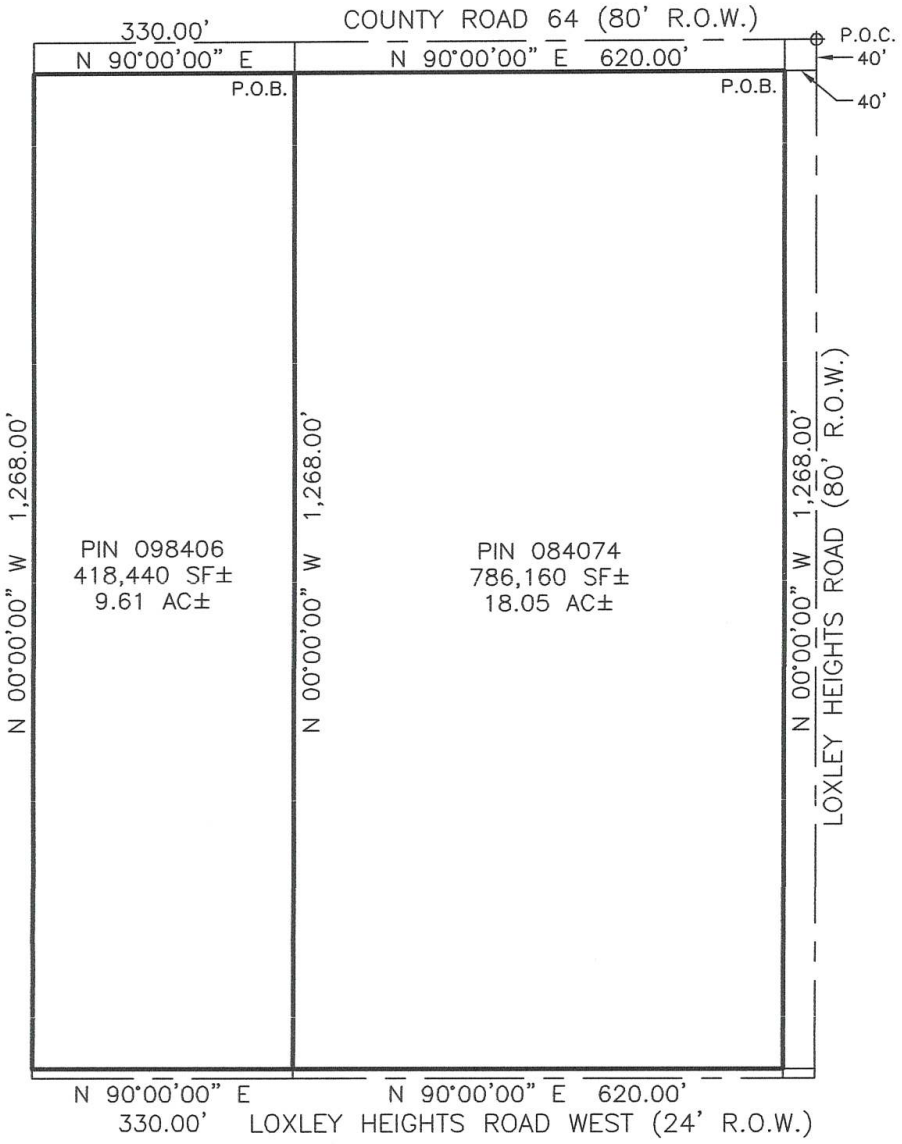
3.2.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications*. Within the RA district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Site Plan


COUNTY ROAD 64 (80' R.O.W.)
330.00'
N 90°00'00" E
N 90°00'00" E 620.00'
P.O.C.
40'
40'
P.O.B.
P.O.B.
N 00°00'00" W 1,268.00'
PIN 098406
418,440 SF±
9.61 AC±
N 00°00'00" W 1,268.00'
PIN 084074
786,160 SF±
18.05 AC±
N 00°00'00" W 1,268.00'
LOXLEY HEIGHTS ROAD (80' R.O.W.)
N 90°00'00" E
330.00'
N 90°00'00" E 620.00'
LOXLEY HEIGHTS ROAD WEST (24' R.O.W.)

Staff Analysis and Findings

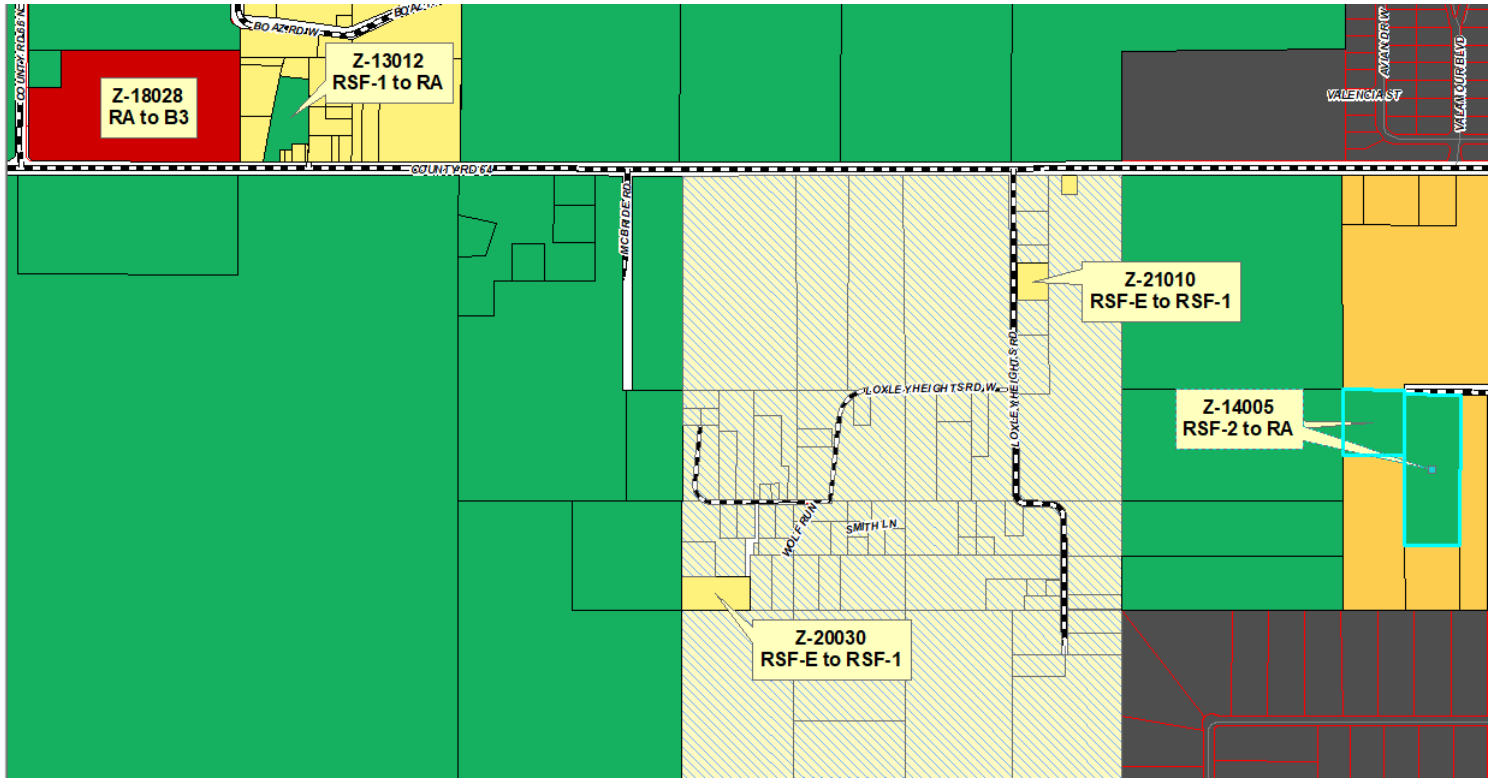
1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently zoned RSF-E, Residential Single Family Estate District, and is currently farmed. The requested zoning designation is RA, Rural Agricultural District. Most of the surrounding properties are zoned RSF-E and RA and are used for residential and agricultural purposes, therefore the requested change is compatible with the zoning of nearby properties. However, the request to have a commercial use is not compatible with adjacent properties.

Staff Analysis and Findings

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 15 was adopted by the County Commission on August 1, 2006. The subject property was zoned RA, Rural Agricultural District at that time. There have been very few rezonings in the area. There has been two automatic rezonings and about a mile to the west of the subject property, 19 acres were rezoned from RA to B3.



Staff Analysis and Findings

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential has been provided for the subject property. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, RMH and PRD.

Approval of the rezoning will result in an amendment of the Future Land Use Map to agricultural. Agriculture, forestry and similar activities are included with this future land use category. Single family dwellings, institutional uses, recreational uses, limited commercial uses which are intended to serve a rural area and transportation, communication and utility uses are also included subject to the requirements found within the Zoning Ordinance. This category is designed to protect the essential open character of rural areas until it is timely to reclassify the land to appropriate residential, commercial or industrial categories. Zoning designations may include RR, CR, RA and RSF-E.

Staff Analysis and Findings

4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any planned improvements. The Highway department did state "*The proposed use will require a commercial turnout permit through the Highway Department for access. Drainage for the site will need to be addressed following the County stormwater requirements.*"

5.) Will the proposed change adversely affect traffic patterns or congestion?

Per the Federal Highway Administration, the functional classification of County Road 64 is major arterial. Arterials provide a high level of mobility and a greater degree of access control. Access to this site from County Road 64 would require approval from the Baldwin County Highway Department. Please see comments from the Highway Department and comments from applicant.

Staff Analysis and Findings

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

Most of the surrounding properties are zoned RSF-E and RA and are used for residential and agricultural purposes, therefore the requested change is compatible with the zoning of nearby properties. However, the request to have a commercial use is not compatible with adjacent properties.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

The proposed amendment is an equivocal expansion of adjacent zoning districts. All the adjacent zoning are RSF-E except for across County Rd 64 there is RA zoning that is used for farming and not commercial.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor with this request.

Staff Analysis and Findings

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts

11.) Other matters which may be appropriate.

The applicant will have to come back and get a Commission Site Plan Approval for the storage facility. A 30' landscape buffer would be required and all other design requirements for a storage facility.

Agency Comments

- **<u>Baldwin County Highway Department – Wessie Jeffords</u>:**

The proposed use will require a commercial turnout permit through the Highway Department for access. Drainage for the site will need to be addressed following the County stormwater requirements.

- **Mary Booth, Subdivision Coordinator:** *No comments received.*

- **ADEM, Scott Brown:** *No comments received.*

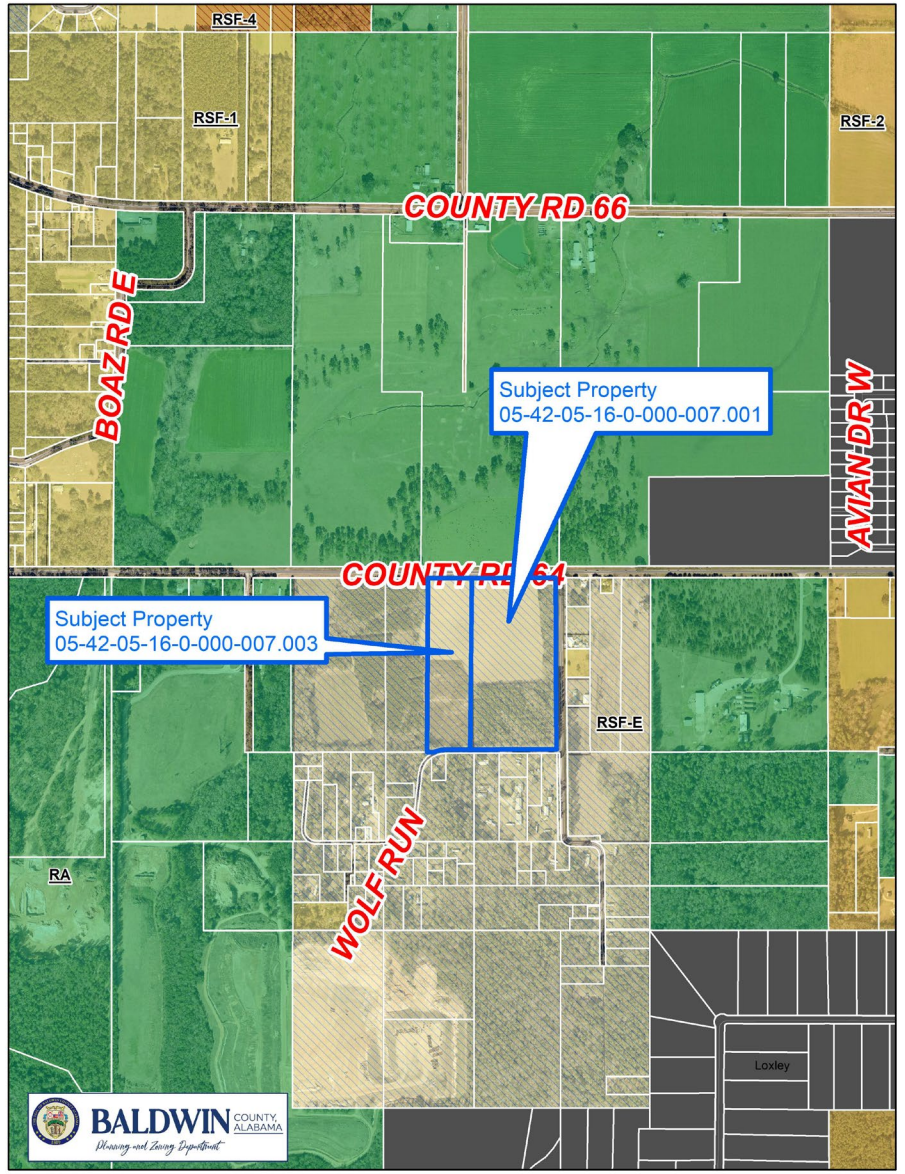
Z-21034 Lazzari Property

Rezoning request from **RSF-E** to **RA**

Lead Staff: Celena Boykin, Senior Planner

- **Staff's Summary and Comments:**

As stated previously, the subject property is currently zoned RSF-E, Residential Single Family Estate District, and is currently farmed. The requested zoning designation is RA, Rural Agricultural District. Most of the surrounding properties are zoned RSF-E and RA and are used for residential and agricultural purposes, therefore the requested change is compatible with the zoning of nearby properties. However, the request to have a commercial use is not compatible with adjacent properties.



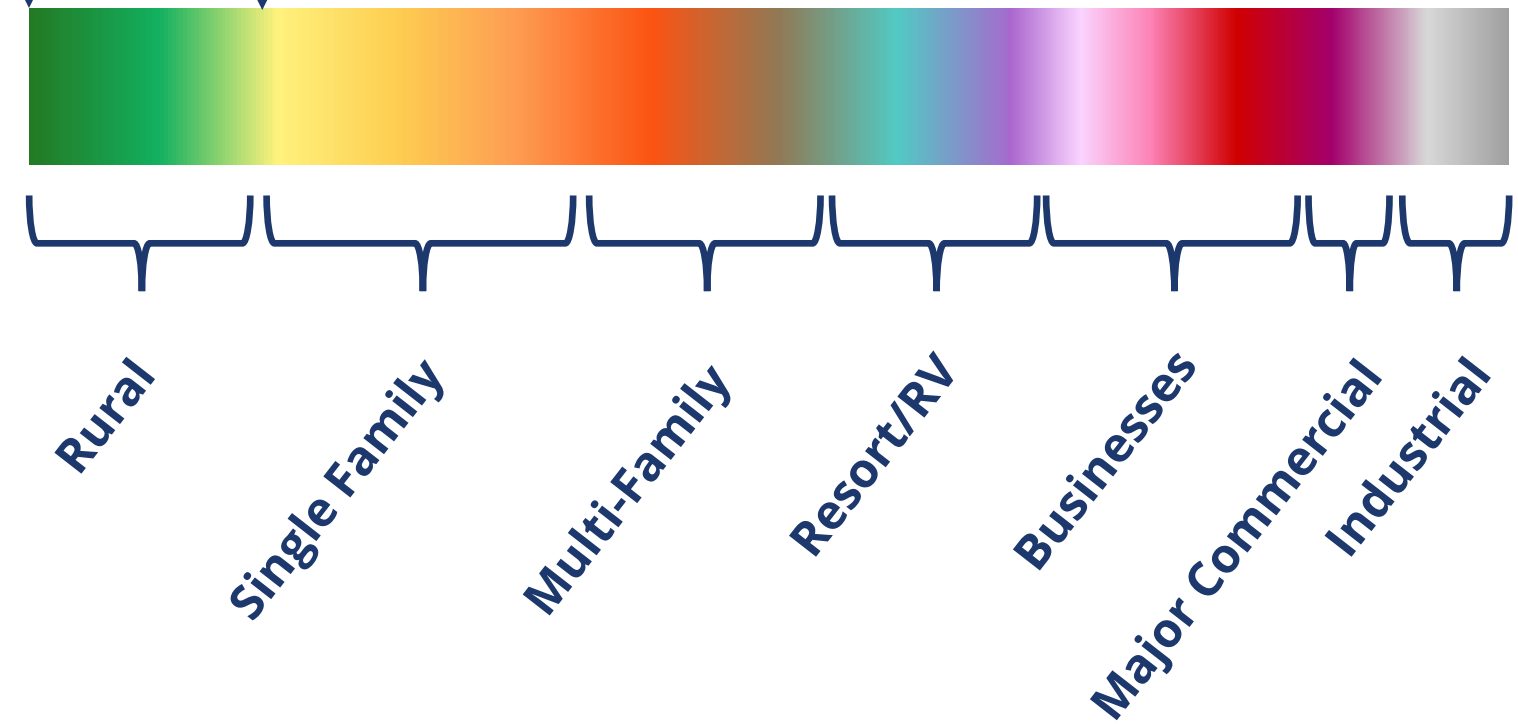
Z-21034 Lazzari Property

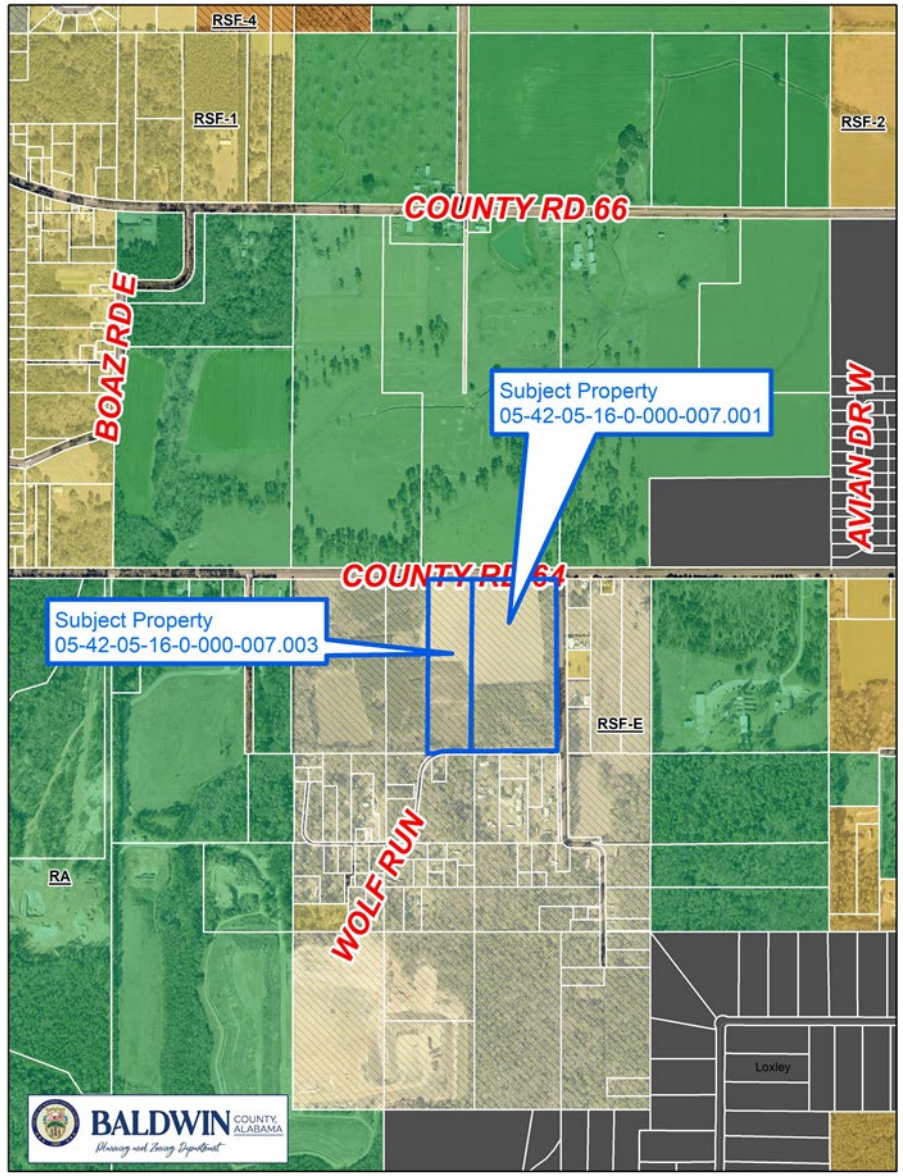
Rezoning request from **RSF-E** to **RA**

Lead Staff: Celena Boykin, Senior Planner

Requested Zoning:
Rural Agriculture (RA)

Current Zoning:
Residential Single Family Estate (RSF-E)





From: franklm7891@gmail.com
To: Planning
Cc: "ftimed22"; "Khadija Franklin"; jfranklin@jenner.com
Subject: Notice of Public Hearing; Case No. Z-21034
Date: Thursday, October 7, 2021 10:43:47 AM

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

Dear Sir/Madam:

I am commenting on behalf of the Franklin family who owns Heir Property adjacent to parcels 05-42-05-16-0-000-007.3 and 05-42-05-16-0-000-007.001 (Notice of Public Hearing request submitted by Smith Clark & Associates LLC on behalf of Jeanne Lazzari, owner of property located on Co Rd 64 in Planning District 15). Ms. Lazzari is requesting approval to rezone 27.66 acres of land from RSF-E-Estate to RA Rural Agricultural District. I understand that as the land is currently zoned, RSF-E, both farm animals and housing structures can be put on the property – the best of both worlds. Therefore, we don't really understand the need for this Smith Clark & Associates LLC rezone request.

While we are told the applicant is not required to give all details, it is our understanding that Ms. Lazzari plans to put an "Open Air Storage Facility" on her property. Whether an Open Air Storage Facility or some other structure(s), if the Baldwin County Planning & Zoning Commission's intent is to provide Public Hearing notices to people living in the bordering community, such notices should be served at least 30 days before the Public Hearing.

The property that we own – next to Co Rd 64 – has been in our family for decades (70+ years). There are many young, close-knit, working-class families living in the Loxley Heights community. Our property and the contiguous community might be impacted, positively or negatively, by any structure that's built on Ms. Lazzari's land. At this point, we are mostly concerned about the short Public Hearing notice (1-week requirement), especially given this Covid era and the fact that over the past year mail delivery has been slowed considerably. Such short notice does not give working-class people time to react/comment.

Please note that the Ms. Lazzari's property is bordered on the west side by a landfill. This landfill was constructed several years ago without the community's input. We oppose the rezoning of Ms. Lazzari's property at this time based on the short notice provided. We want this Public Notice reissued/mailed to adjoining land owners at least 30 days in advance. One (1) week is not much notice. We don't want to be in dark about large or small projects that stand to impact our community.

Thanking you in advance for your time and consideration.

Respectfully,
M. Leona (Lea) Franklin

Cc: Artie Franklin

From: Thomas F
To: Planning; franklm7891@gmail.com
Cc: "Khadija Franklin"; jfranklin@jenner.com
Subject: Re: Notice of Public Hearing; Case No. Z-21034
Date: Thursday, October 7, 2021 11:31:15 AM

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

Thanks Lea! I concur with the contents of this letter!

Thomas Franklin

On Thursday, October 7, 2021, 10:43:45 AM CDT, franklm7891@gmail.com <franklm7891@gmail.com> wrote:

Dear Sir/Madam:

I am commenting on behalf of the Franklin family who owns Heir Property adjacent to parcels 05-42-05-16-0-000-007.3 and 05-42-05-16-0-000-007.001 (Notice of Public Hearing request submitted by Smith Clark & Associates LLC on behalf of Jeanne Lazzari, owner of property located on Co Rd 64 in Planning District 15). Ms. Lazzari is requesting approval to rezone 27.66 acres of land from RSF-E-Estate to RA Rural Agricultural District. I understand that as the land is currently zoned, RSF-E, both farm animals and housing structures can be put on the property – the best of both worlds. Therefore, we don't really understand the need for this Smith Clark & Associates LLC rezone request.

While we are told the applicant is not required to give all details, it is our understanding that Ms. Lazzari plans to put an "Open Air Storage Facility" on her property. Whether an Open Air Storage Facility or some other structure(s), if the Baldwin County Planning & Zoning Commission's intent is to provide Public Hearing notices to people living in the bordering community, such notices should be served at least 30 days before the Public Hearing.

The property that we own – next to Co Rd 64 – has been in our family for decades (70+ years). There are many young, close-knit, working-class families living in the Loxley Heights community. Our property and the contiguous community might be impacted, positively or negatively, by any structure that's built on Ms. Lazzari's land. At this point, we are mostly concerned about the short Public Hearing notice (1-week requirement), especially given this Covid era and the fact that over the past year mail delivery has been slowed considerably. Such short notice does not give working-class people time to react/comment.

Please note that the Ms. Lazzari's property is bordered on the west side by a landfill. This landfill was constructed several years ago without the community's input. We oppose the rezoning of Ms. Lazzari's property at this time based on the short notice provided. We want this Public Notice reissued/mailed to adjoining land owners at least 30 days in advance. One (1) week is not much notice. We don't want to be in dark about large or small projects that stand to impact our community.

Thanking you in advance for your time and consideration.

Respectfully,
M. Leona (Lea) Franklin

Cc: Artie Franklin

approval. The Planning Commission may grant additional time if deemed necessary.

- **If signage is proposed, a Sign Permit application demonstrating compliance with Article 16 of the zoning ordinance, shall be submitted to and approved by the Planning and Zoning Department.**
- **Storm water facilities are to be installed and inspected prior to the start of construction.**
- **Any major changes and/or additions shall result in further review and approval by the Planning Commission.**

Mr. Church returned to his place with the commission.

b.) CASE Z-21033 KITTRELL PROPERTY REZONING REQUEST

Request to rezone approximately 14.71 acres from RSF-1 to RA to allow agricultural uses of the property. The subject property located on the south side of US Highway 98 east of Hillcrest Road in Planning District 33.

Linda Lee presented the request and reported recommendation of approval by staff. Douglas Bailey was present to answer questions. There was no one present in opposition.

Michael Mullek made a motion to recommend approval. Ernie Church seconded the motion. All members voted aye. **Motion to recommend approval of Case Z-21033 rezoning request from RSF-1 to RA carries on a vote of 6-0.**

c.) CASE Z-21034 LAZZARI PROPERTY REZONING REQUEST

Request to rezone approximately 27.66 acres from RSF-E to RA to allow an open-air storage facility on the parcel. The subject property located on the south side of County Road 64 east of McBride Road in Planning District 15.

Linda Lee presented the request and reported recommendation of approval by staff, adding that any future commercial use on the subject property will likely receive a recommendation of denial. Hunter Smith was present to represent the applicant. There was no one present in opposition.

After discussion between commission members and staff Greg Seibert made a motion to recommend approval. Robert Davis seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-21034 rezoning request from RSF-E to RA carries on a vote of 6-0.**

d.) CASE Z-21035 TWIN OAKS CO. PROPERTY REZONING REQUEST

Request to rezone approximately 4.22 acres from B-3 to B-4 to allow more diverse commercial development on the parcel. The subject property located in the median of the Foley Beach Express in Planning District 30.

DJ Hart presented the request and reported recommendation of approval by staff. Tom

BALDWIN COUNTY PLANNING & ZONING COMMISSION

Voting Sheet

Z-21034 Lazzari Property
Re-Zone RSF-E to RA
10/7/2020

MOTION: TO RECOMMEND APPROVAL
MADE BY: GREG SEIBERT
2ND BY: ROBERT DAVIS

MEMBER	IN FAVOR OF MOTION	OPPOSED TO MOTION
Steven Pumphrey	-	-
Daniel Nance	A	
Brandon Bias	A	
Ernie Church	X	
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	A	
Michael Mullek	X	
Greg Seibert	X	
Bill Booher	X	
VOTE TOTAL	6-0	

MOTION CARRIES ON A VOTE OF 6-0

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2022-014

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **CASE No. Z-21034, LAZZARI PROPERTY** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Smith Clark and Associates, LLC has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

21-495 LEGAL DESCRIPTIONS

PIN 098406 AS DEEDED ON INSTRUMENT NO. 523280:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 3 EAST, ST. STEPHENS MERIDIAN, BALDWIN COUNTY, ALABAMA, EXCEPTING 20 FEET OFF THE NORTH END DEEDED TO COUNTY FOR A PUBLIC HIGHWAY.

BEING MORE PARTICULARLY DESCRIBED AS (WITH APPARENT RIGHT-OF-WAYS REMOVED):

COMMENCING AT THE CENTERLINE INTERSECTION OF BALDWIN COUNTY ROAD NO. 64 AND LOXLEY HEIGHTS ROAD; THENCE SOUTH A DISTANCE OF 40 FEET TO A POINT ON THE SOUTH MARGIN OF SAID COUNTY ROAD 64, (80 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID SOUTH MARGIN WEST A DISTANCE OF 660 FEET TO THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE CONTINUE WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 330 FEET TO A POINT; THENCE DEPARTING SAID SOUTH MARGIN SOUTH A DISTANCE OF 1268 FEET TO A POINT ON THE NORTH MARGIN OF, OR AN EXTENSION THEREOF, LOXLEY HEIGHTS ROAD WEST, (24 FOOT RIGHT-OF-WAY); THENCE ALONG SAID NORTH MAGIN EAST A DISTANCE OF 330 FEET TO A POINT; THENCE DEPARTING SAID NORTH MARGIN NORTH A DISTANCE OF 1268 FEET TO THE POINT OF BEGINNING, CONTAINING 418,440 SQUARE FEET, (9.61 ACRES), MORE OR LESS.

PIN 084074 AS DEEDED ON INSTRUMENT NO. 1558562:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 3 EAST, ST. STEPHENS MERIDIAN, BALDWIN COUNTY, ALABAMA, EXCEPTING 20 FEET OFF THE NORTH END DEEDED TO COUNTY FOR A PUBLIC HIGHWAY.

BEING MORE PARTICULARLY DESCRIBED AS (WITH APPARENT RIGHT-OF-WAYS REMOVED):

COMMENCING AT THE CENTERLINE INTERSECTION OF BALDWIN COUNTY ROAD NO. 64 AND LOXLEY HEIGHTS ROAD; THENCE SOUTH A DISTANCE OF 40 FEET TO A POINT ON THE SOUTH MARGIN OF SAID COUNTY ROAD 64, (80 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID SOUTH MARGIN WEST A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE CONTINUE WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 620 FEET TO A POINT; THENCE DEPARTING SAID SOUTH MARGIN SOUTH A DISTANCE OF 1268 FEET TO A POINT ON THE NORTH MARGIN OF, OR AN EXTENSION THEREOF, LOXLEY HEIGHTS ROAD WEST, (24 FOOT RIGHT-OF-WAY); THENCE ALONG SAID NORTH MAGIN EAST A DISTANCE OF 620 FEET TO A POINT ON THE WEST MARGIN OF THE AFORESAID LOXLEY HEIGHTS ROAD; THENCE DEPARTING SAID NORTH MARGIN AND ALONG SAID WEST MARGIN NORTH A DISTANCE OF 1268 FEET TO THE POINT OF BEGINNING, CONTAINING 786,160 SQUARE FEET, (18.05 ACRES), MORE OR LESS.

Otherwise known as tax parcel number, **05-42-05-16-0-000-007.003 and 007.001**, 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-E, Residential Single Family Estate District, to RA, Rural Agriculture District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on October 7, 2021, and voted to recommend **Approval** of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on November 16, 2021; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-21034, Lazzari Property) as herein identified and described and as found within the confines of Planning (Zoning) District No.15 from RSF-E, Residential Single Family Estate District, to RA, Rural Agriculture District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED.**

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **16th** day of **November 2021.**

_____
Commissioner James E. Ball, Chairman

ATTEST

_____
Wayne Dyess, County Administrator

Planning and Zoning

Department

Memo

To: Anu Gary

From: DJ Hart

Date: 11/4//2021

Re: Z-21034 Lazzari Property

Proof of Advertisement for the Baldwin County Planning & Zoning Commission Public Hearing on 10/7/2021.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case. Z-21034, Lazzari Property.

The Planning and Zoning Commission meeting was held **Thursday October 7, 2021**.

The County Commission public hearing is scheduled for **Tuesday November 16, 2021**.

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. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

09/22/2021

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

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

X April M. Perry
April M. Perry, Legal Ad Representative

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

NOTARY PUBLIC ALABAMA STATE AT LARGE
AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/22/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 329065

Z-21034 Lazzari Property

Amount of Ad: $131.00

Legal File# Z-21034 Lazzari

BALDWIN COUNTY PLANNING & ZONING COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523

NOTICE OF PUBLIC HEARING
Case No. Z-21034
Lazzari Property
Planning District 15

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Smith Clark & Associates LLC on behalf of Jeanne Lazzari, owner of property located on Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 27.66± acres from RSF-E - Estate Res District to RA - Rural Agricultural District. The Parcel I dentification Numbers are 05-42-05-16-0-000-007.003 and 05-42-05-16-0-000-007.001.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission, which is scheduled for Thursday, October 7, 2021, beginning at 4:00 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 email your comments to: Planning@baldwincountyal.gov. 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. 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.
September 22, 2021

RECEIVED
9/28/21

Planning and Zoning

Department

Memo

To: Anu Gary

From: DJ Hart

Date: 11/4//2021

Re: Z-21034 Lazzari Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 11/16/2021.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case. Z-21034, Lazzari Property.

The Planning and Zoning Commission meeting was held **Thursday October 7, 2021**.

The County Commission public hearing is scheduled for **Tuesday November 16, 2021**.

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. 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:

10/20/2021, 10/27/2021, 11/03/2021

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

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

X April M. Perry
April M. Perry, Legal Ad Representative

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 11/03/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 330301

Lazzari Property - 3 runs

Amount of Ad: $389.48

Legal File# Z-21034

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523

NOTICE OF PUBLIC HEARING
Case No. Z-21034
Lazzari Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Smith Clark & Associates LLC on behalf of Jeanne Lazzari, owner of property located South of Co Rd 64 of McBride Rd and West of Loxley Heights in Planning District 15. The applicant is requesting approval to rezone 27.66± acres from RSF-E - Estate Res District to RA - Rural Agricultural District. The Parcel Identification Numbers are 05-42-05-16-0-000-007.003 and 05-42-05-16-0-000-007.001. The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for Tuesday, November 16, 2021, beginning at 8:30 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave. Fairhope, Al. 36532

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & 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:

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Planning@baldwincountyal.gov.
If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.
Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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.
October 20-27;
November 3, 2021

RECEIVED
11/4/21
dgHart

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

October 27, 2021

Account # 987101 PO # _____

Cost $ 496.13 Ad # 281330

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

BCRA

2-21034

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 10th day of November, 2021

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
11/10/21
DgHart

The Onlooker

901 N. McKenzie St., Foley, AL 36535-3546
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Retail Advertising
Central & South
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POSTMASTER: Send address changes to: The Foley Onlooker, 901 N. McKenzie St., Foley, AL 36535-3546.

VISION

FROM PAGE A1

playground and a bathroom building for the tennis courts. A public meeting will be announced at a future date where citizens can attend and give their opinions on what they would like to see in each city park.

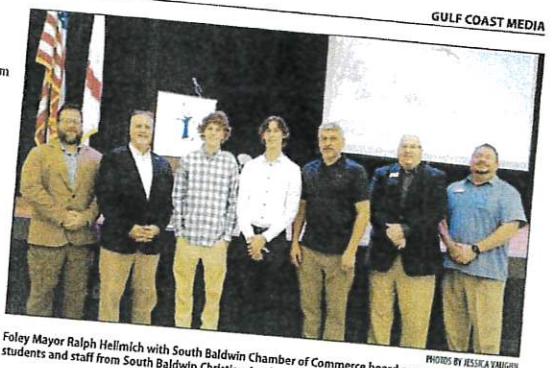
"We have not done a modernization of our public parks since I've been here," said Hellmich. "Our folks do a great job maintaining what we have and we add things from time to time, but we need to look at every one of our parks and we need to modernize them."

Along with the modernization of city public parks, Hellmich says plans are underway to replace the city's public swimming pool with an indoor aquatics center.

The current plan is to build the aquatics center at the location of the existing pool with the possible inclusion of a splash pad beside the facility.

The facility will potentially have sides that can be lowered or raised depending on weather and time of year, offering year-round use of the aquatics center.

"Right now all of our folks that are in organized sports here in Foley go to Gulf Shores to swim for things, and we shouldn't be doing that in our city," Hellmich said. "We're to the point now where we need a modern aquatics center."



Foley Mayor Ralph Hellmich with South Baldwin Chamber of Commerce board representatives and students and staff from South Baldwin Christian Academy.

PHOTOS BY JESSICA VAUGHN

PUBLIC LIBRARY

A major announcement that recently came with the approval of the FY21/22 budget is the construction of a new public library. The current library is 20,000 square feet after an expansion was completed in 2006. Hellmich said the library has been at capacity for nearly three years, and after discussions it was determined more than a further expansion was needed.

The proposed site of the new library is at the empty lot on the east side of the Foley Dog Park. The Foley Council voted at the October meeting to move forward to look at the site and determine if it would be suitable for building.

"The vision is that we build a three-story library, approximately 40,000 square feet, that will meet the needs of Foley for the next 40 years," Hellmich said. "It would be a modern library, with meeting spaces on the bottom and modern tools that meet the needs of our citizens. It's nationally recognized as a gold standard library; we have a fantastic resource so we want to position this resource to serve our citizens."

The approximate cost of the new facility is $6 million. The FY21/22 budget includes obtaining renderings and designs for the site, with hopes to begin construction during FY22/23 and to have the site completed during FY23/24.

The current site of the library would be repurposed to accommodate the growing city staff.

PUBLIC WORKS BUILDING

The current Public Works building was constructed in 1979, when, according to Hellmich, it had plenty of room. Now, he says the site is bursting at the seams, and future plans include the construction of a new Public Works building on 13-acres located on North Poplar and Section Streets. The new site would also be home to the city's engineering department.

"Foley has recently bought that piece of property, we're signing the documents on it shortly," said Hellmich. "That's a need for our future as we add more people and we add more garbage cans and continue to serve our citizens, we need the space and that's why we're going to move to a new location."

The projected cost of the project is $7 million. As with the library project, the funds to begin this project were included in the FY21/22 budget. Hellmich said the hope is to begin construction by the fall of 2022.

"So those are the kinds of things we're going to do," said Hellmich. "I think that we're doing great here in Foley, and we do have a vision for the future. It doesn't just include these things, there are other things we'll work on as well."

Other major projects include expansions and equipment upgrades to both the city's police department and fire department, infrastructure improvements and road projects, and drainage improvement projects. You can view the entire State of the City slide presentation at https://cityoffoley.org/mayor.

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NOTICE OF PUBLIC HEARING

The Zoning Board of Adjustments for the City of Robertsdale, Alabama will be holding a public hearing on the following application:

Applicant, Brenda Lane, is requesting a variance in setbacks at 22415 Saint Paul Street, Robertsdale AL 36567.

The hearing has been scheduled for Tuesday, November 16, 2021, beginning at 6:00 p.m. at the Robertsdale City Hall. Any person aggrieved by the granting of this request is hereby notified to appear at the public hearing or send a written response to: Shannon J. Burkett, ZBA Secretary, P O BOX 429, Robertsdale, AL 36567.

Zoning Board of Adjustments
City of Robertsdale

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523

NOTICE OF PUBLIC HEARING
Case No. Z-21034 Lazzari Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Smith Clark & Associates LLC on behalf of Jeanne Lazzari, owner of property located South of Co Rd 64 of McBride Rd and West of Loxley Heights in Planning District 15. The applicant is requesting approval to rezone 27.66± acres from RSF-E - Estate Res District to RA - Rural Agricultural District. The Parcel Identification Numbers are 05-42-05-16-0-000-007.003 and 05-42-05-16-0-000-007.001.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for Tuesday, November 16, 2021, beginning at 8:30 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave. Fairhope, Al. 36532

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & 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 Department22251 Palmer Street Robertsdale, AL 36567.

You may email your comments to: Planning@baldwincountyal.gov. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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.



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28/330

Baldwin County Commission

Agenda Action Form

File #: 22-0215, **Version:** 1 **Item #:** DR3

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Celena Boykin, Senior Planner
Submitted by: Celena Boykin, Senior Planner

ITEM TITLE
*Case No. Z-21035 - Twin Oaks Co. Property Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2022-015, which approves Case Z-21035, Twin Oaks Co. Property, as it pertains to the rezoning of 4.22 acres, more or less, as located in Planning (Zoning) District 30, from B-3, General Business District to B-4, Major Commercial District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: **Proof of publication for BCC Public Hearing forthcoming.**

The subject property is currently zoned B3, General Business District. It consists of approximately 4.22 acres and is currently undeveloped. The designation of B-4, Major Commercial District, has been requested in order to create more opportunities and allow for a more diverse commercial development.

The Planning Commission voted to recommend approval of this rezoning request at the October 7, 2021, meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the Following:

Sawgrass Consulting LLC
30673 Sgt. E.I. Boots Thomas Dr.
Spanish Fort, Alabama 36527

Twin Oaks Co.
Post Office Box 1135
Fairhope, Alabama 36533

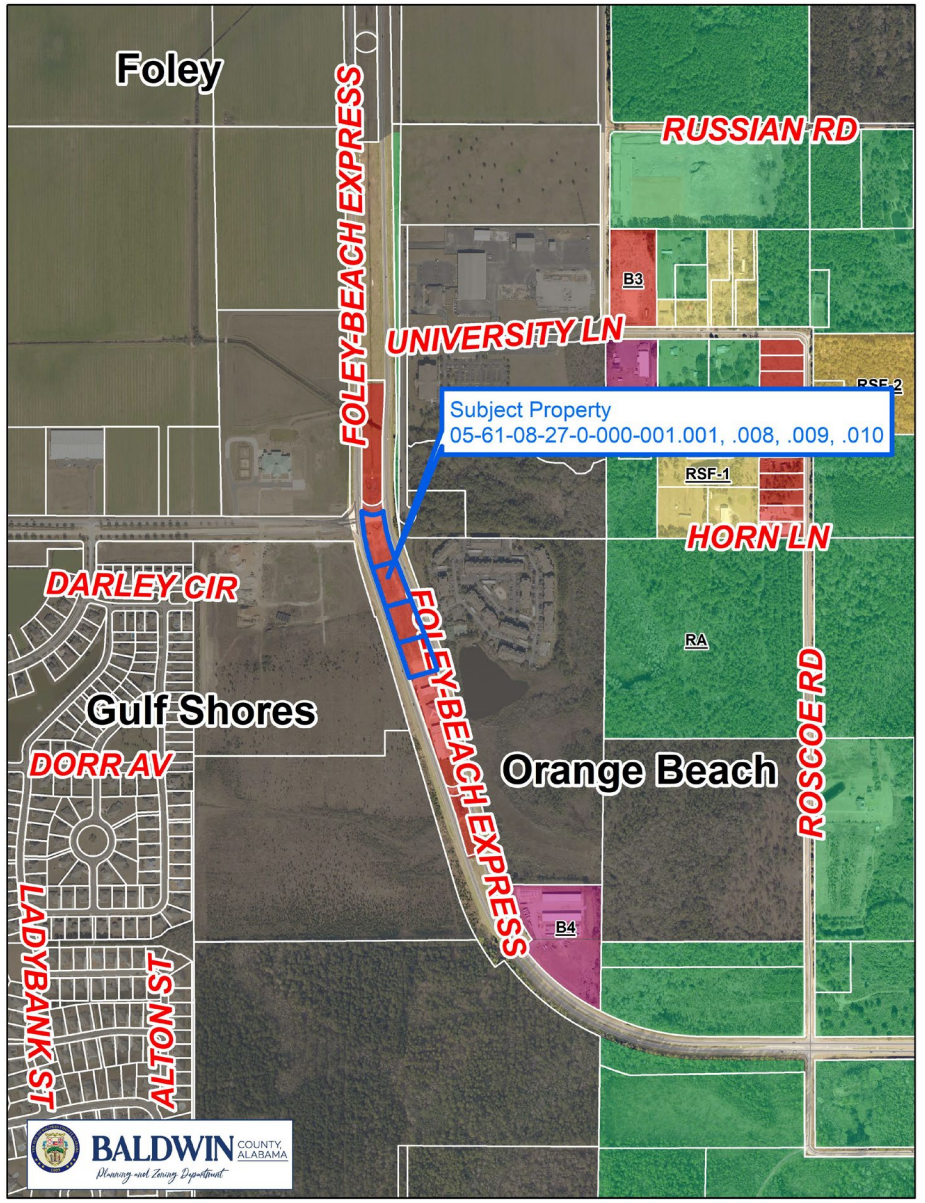
Additional instructions/notes: Planning and Zoning Department - amend Zoning Map

Z-21035 Twin Oaks Co. Property

Rezoning request from **B-3** to **B-4**

Lead Staff: Celena Bovkin, Senior Planner

- **Planning District:** 30 **Zoned:** B-3
- **Location:** Subject property is located in the median of the Foley Beach Express
- **Current Use:** Vacant
- **Acreage:** 4.22 acres
- **Physical Address:** N/A
- **Applicant:** Sawgrass Consulting LLC
- **Owner:** Twin Oaks Co., Paul Moore

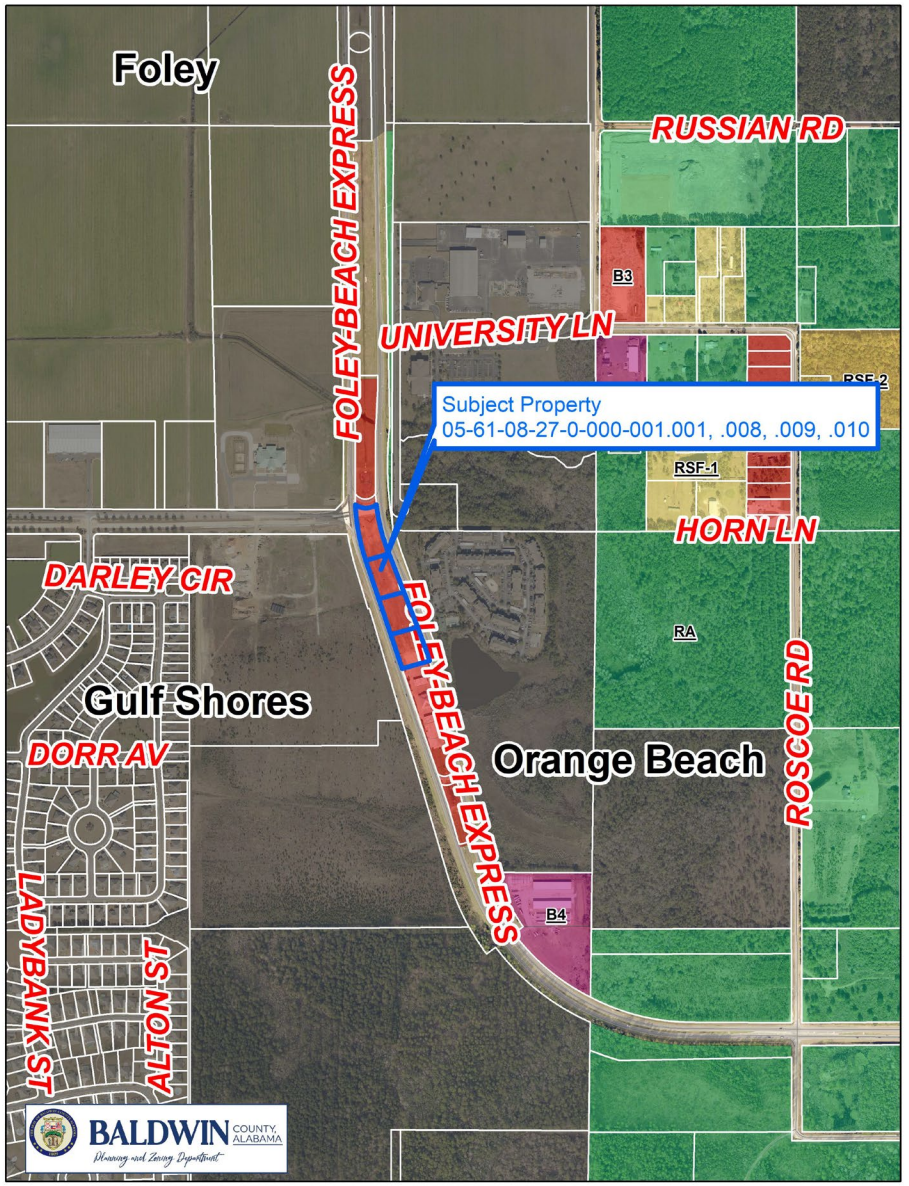


Z-21035 Twin Oaks Co. Property

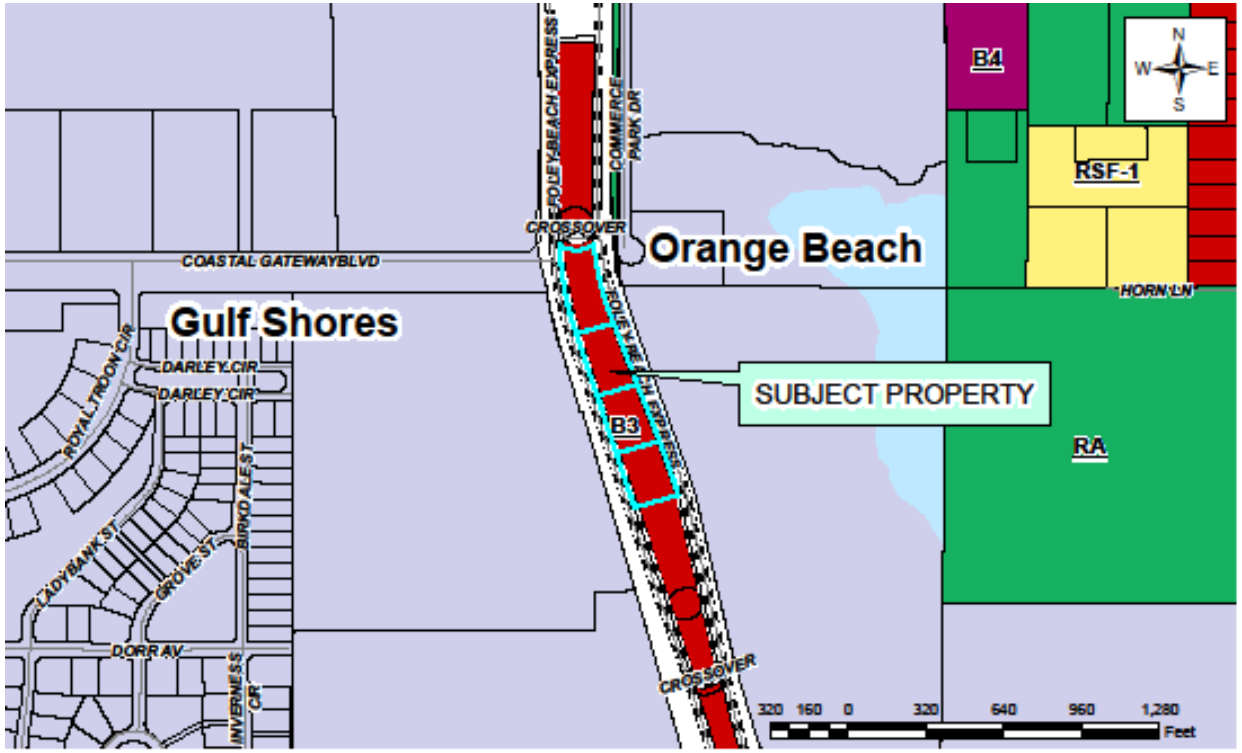
Rezoning request from **B-3** to **B-4**

Lead Staff: Celena Boykin, Senior Planner

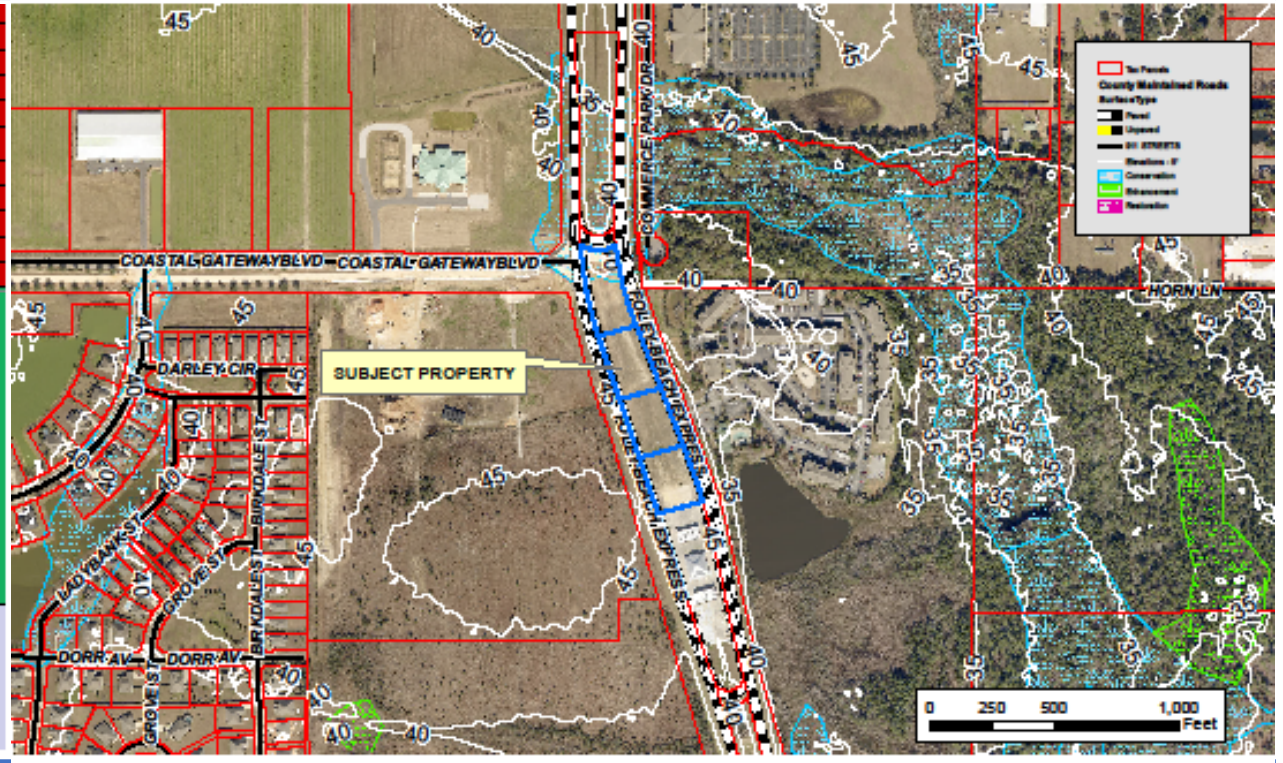
- **Proposed Zoning:** B-4, Major Commercial
- **Proposed Use:** Commercial Development
- **Applicant's Request:** Requesting to be rezoned to create more opportunities and allow for a more diverse commercial development.



Locator Map



Site Map



	Adjacent Zoning	Adjacent Land Use
North	B-3, General Business District	Vacant
South	B-3, General Business District	Gas Station
East	City of Orange Beach(RO-Retail Office and A-TBD Annexed to be Determined)	Foley Beach Express, Multi-Family - Apartments
West	City of Gulf Shores (ED-Education District)	Vacant

Property Images



Subject property



Adjoining property to the west



Property across the road to the east



Property to the north

Property Images



Property to the south

Current Zoning Requirements

Section 5.3 B-3, General Business District

5.3.1 *Purpose and intent.* The purpose of this district is to provide for a variety of retail uses and services in free-standing parcels or shopping centers to serve the community's general commercial needs. This district shall only be applied at appropriate locations: to conveniently meet these needs; in conformance with the goals, objectives and policies and location criteria of the Comprehensive Plan; compatible with the surrounding land uses and zoning districts; where it will not adversely impact the facilities and services of the County; where it will not set a precedent for the introduction of inappropriate uses into an area; and so as not to encourage non-residential strip development along streets

5.3.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-3, General Business District, conditioned on the Commission Site Plan Approval requirements of Section 18.9::

(a) All uses permitted by right under the B-2 zoning designation
(b) Air conditioning sales and service
(c) Amusement arcade
(d) Animal clinic/kennel
(e) Arboretum
(f) Auto convenience market
(g) Automobile service station
(h) Bakery, wholesale
(i) Ball field
(j) Bicycle sales and service
(k) Bowling alley
(l) Business machine sales and service
(m) Business school or college
(n) Butane gas sales
(o) Cemetery
(p) City hall or courthouse
(q) Country club
(r) Department store
(s) Discount/variety store
(t) Drug store
(u) Elevator maintenance service
(v) Exterminator service office
(w) Farmer's market/truck crops
(x) Firing range
(y) Fitness center or gym
(z) Florist

(aa) Fraternity or sorority house
(bb) Fruit and produce store
(cc) Funeral home
(dd) Golf course
(ee) Golf driving range
(ff) Grocery store
(gg) Landscape sales
(hh) Marine store and supplies
(ii) Miniature golf
(jj) Mini-warehouse
(kk) Night club, bar, tavern
(ll) Nursery
(mm) Office equipment and supplies sales
(nn) Park or playground
(oo) Pawn shop
(pp) Pet shop
(qq) Plumbing shop
(rr) Printing/publishing establishment
(ss) Restaurant sales and supplies
(tt) Riding academy
(uu) Rug and/or drapery cleaning service
(vv) Seafood store
(ww) Sign shop
(xx) Skating rink
(yy) Stone monument sales
(zz) Swimming pool (outdoor)

(aaa) Taxidermy
(bbb) Teen club or youth center
(ccc) Tennis court (outdoor)
(ddd) Wildlife sanctuary
(eee) YMCA, YWCA

Current Zoning Requirements

5.3.3 *Commission Site Plan Approval.* The following uses are permissible as Commission Site Plan Approval uses in the B-3: General Commercial District, subject to the standards and procedures established in *Section 18.9: Commission Site Plan Approval*:

(a) Airport
(b) Ambulance/EMS service
(c) Amusement park
(d) Armory
(e) Auditorium, stadium, coliseum
(f) Automobile parts sales
(g) Automobile repair (mechanical and body)
(h) Automobile storage (parking lot, parking garage)
(i) Barge docking
(j) Boat sales and service
(k) Broadcasting station
(l) Building materials
(m) Bus and railroad terminal facility
(n) College or university
(o) Convalescent or nursing home
(p) Correctional or penal institution
(q) Dog pound
(r) Electric power substations
(s) Farm implements
(t) Flea market
(u) Freight depot, rail or truck
(v) Home improvement center
(w) Hotel or motel
(x) Hospital
(y) Landfill
(z) Maintenance facility/storage yard for schools, government agencies, and telephone and cable companies
(aa) Manufactured housing sales, service and repair
(bb) Marina
(cc) Motorcycle sales service and repair
(dd) Movie theatre
(ee) Radio/television tower
(ff) Railroad facility
(gg) Recreational vehicle park
(hh) Recreational vehicle sales service, and repair
(ii) Restaurant, drive-in
(jj) Restaurant, fast-food
(kk) Sewage treatment plat
(ll) Taxi dispatching station
(mm) Taxi terminal
(nn) Telephone exchange
(oo) Water or sewage pumping station
(pp) Water storage tank
(qq) Wireless telecommunication facility
(rr) Zoo

5.3.4 *Area and dimensional ordinances.*

Maximum Height of Structure in Feet	40
Maximum Height of Structure in Habitable Stories	3
Minimum Front Yard	40-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.70
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.3.5 *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.

5.3.6 *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.

5.3.7 *Landscaping and buffering.* All B-3, General Business District, uses shall meet the requirements of *Article 17: Landscaping and Buffers.*

Proposed Zoning Requirements

Section 5.4 B-4, Major Commercial District

5.4.1 *Purpose and intent.* The B-4, Major Commercial District, is intended for business uses which require a location with access to an arterial or major collector road (as defined by the Functional Classification System attached as Appendix) or which have close proximity to major intersections. Due to the nature of the businesses permitted within the B-4 district, this zoning designation should be limited to property fronting on principal arterials, major arterials or minor arterials. Ingress and egress to a roadway should promote safe and smooth traffic flow for the general traveling public. It is also the intent of this district to provide areas for businesses which, because of their intensity, outside storage areas, or large volumes of traffic, would have significant negative impacts on adjoining properties. These uses often have an actual or potential negative impact on surrounding properties due to late hours of operation, noise, and or light.

5.4.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-4, Major Commercial District, conditioned on the Commission Site Plan Approval requirements of Section 18.9::

(a) All uses permitted by right under the B-3 zoning designation
(b) Amusement park
(c) Auto convenience market
(d) Automobile parts sales
(e) Automobile repair (mechanical and body)
(f) Automobile sales
(g) Automobile service station
(h) Automobile storage (parking lot, parking garage)
(i) Boat sales and service
(j) Building materials
(k) Farm implements
(l) Flea market
(m)Home improvement center
(n) Hotel or motel
(o) Manufactured housing sales, service and repair
(p) Marina
(q) Motorcycle sales service and repair
(r) Movie theatre
(s) Recreational vehicle park
(t) Recreational vehicle sales, service and repair
(u) Restaurant, drive-in
(v) Restaurant, fast food

5.4.3 *Commission Site Plan Approval.* The following uses are permissible as Commission Site Plan Approval uses in the B-4, Major Commercial District, subject to the standards and procedures established in *Section 18.9: Commission Site Plan Approval*:

(a) Airport
(b) Ambulance/EMS service
(c) Armory
(d) Auditorium, stadium, coliseum
(e) Barge docking
(f) Broadcasting station
(g) Bus and railroad terminal facility
(h) College or university
(i) Convalescent or nursing home
(j) Correctional or penal institution
(k) Dog pound
(l) Electric power substations
(m)Freight depot, rail or truck
(n) Hospital
(o) Landfill
(p) Maintenance facility/storage yard for schools, government agencies, and telephone and cable companies
(q) Race track
(r) Radio and television station and transmitting tower
(s) Railroad facility
(t) Sewage treatment plat
(u) Taxi dispatching station
(v) Taxi terminal
(w)Telephone exchange
(x) Water or sewage pumping station
(y) Water storage tank
(z) Wireless telecommunication facility
(aa) Zoo

Proposed Zoning Requirements

5.4.4 *Area and dimensional ordinances.*

Maximum Height of Structure in Feet	40
Maximum Height of Structure in Habitable Stories	3
Minimum Front Yard	40-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.70
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.4.5 *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.

5.4.6 *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.

5.4.7 *Landscaping and buffering.* All B-4, Major Commercial District, uses shall meet the requirements of *Article 17, Landscaping and Buffers.*

Site Plan


COMMON AREA
COUNTY ROAD 8
LOT 1
1.16 AC.+/-
50,520 S.F. +/-
LOT 2
1.03 AC. +/-
44,804 S.F. +/-
LOT 3
1.02 AC. +/-
44,478 S.F. +/-
LOT 4
1.01 AC +/-
44,040 S.F. +/-
FOLEY BEACH EXPRESS - NORTH BOUND
FOLEY BEACH EXPRESS - SOUTH BOUND
SITE
N
WAHOO PLAZA, LOTS 1-4
AS RECORDED ON SLIDE 0002580-A
AT THE OFFICE OF JUDGE OF PROBATE
IN BALDWIN COUNTY, AL
GRAPHIC SCALE
0 50 100 200
1 inch = 100 feet
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. I. "Boots" Thomas Drive Spanish Fort, AL 36527
Phone: (251) 544-7500

Staff Analysis and Findings

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently undeveloped. The property adjoins the Foley Beach Express to the west and the east. The property to the east is the location for an apartment complex. This parcel, which is located within the city limits of Orange Beach, consists of 50 acres with the apartment complex being located at the northern end of the property. The complex was developed under County zoning prior to annexation. The property to the west is undeveloped and owned by the City of Gulf Shores. The property to the south is a gas station and zoned B3.

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?

Property along the Foley Beach Express has seen significant development in recent years. In addition, properties which were originally subject to County zoning have been annexed into the cities of Gulf Shores and Orange Beach.

Staff Analysis and Findings

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Commercial has been provided for the subject property. The commercial category is provided for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, MR and TR.

4.) Will the proposed change conflict with existing or planned public improvements?

Staff is not aware of any planned public improvements.

Staff Analysis and Findings

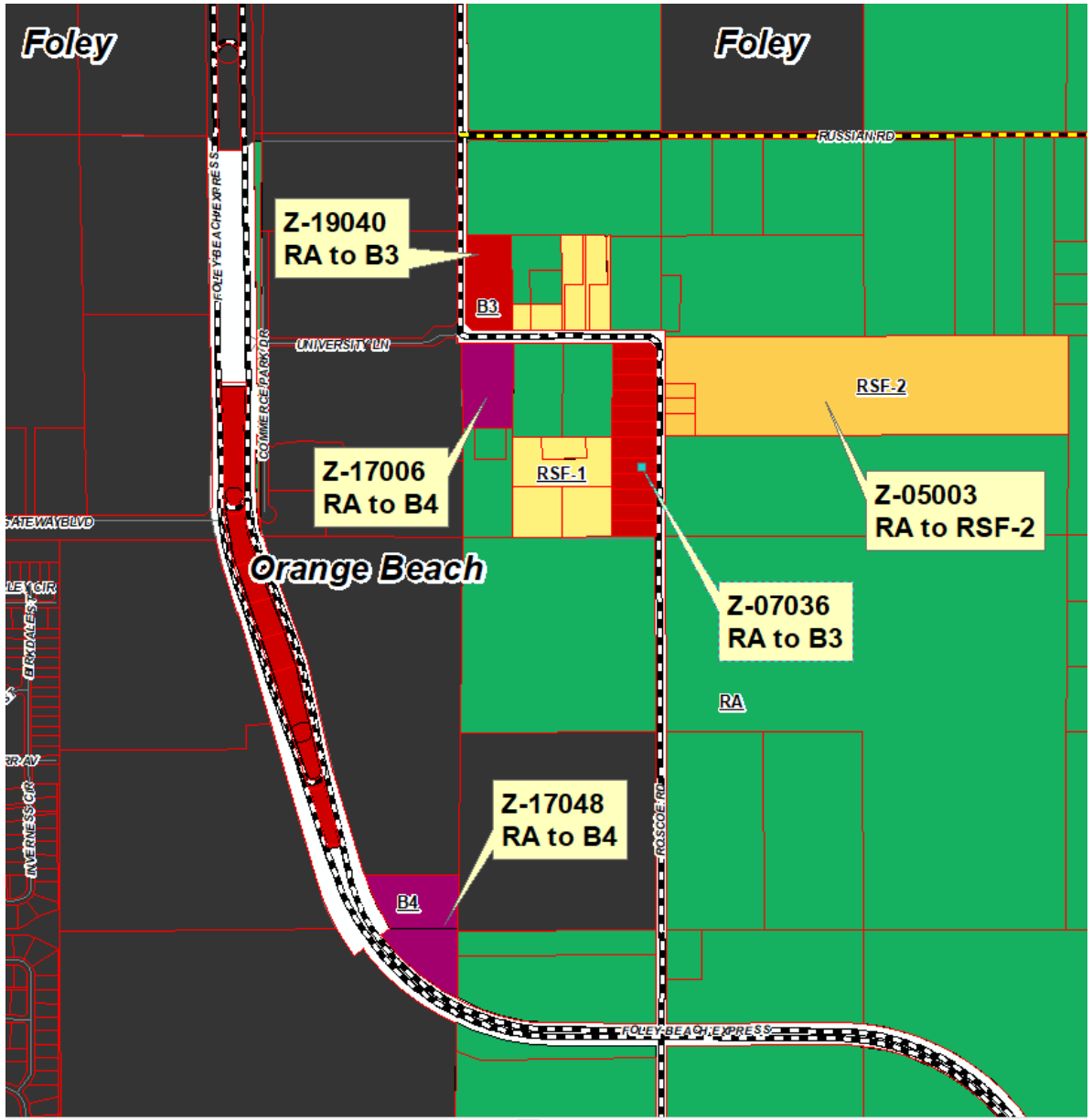
5.) Will the proposed change adversely affect traffic patterns or congestion?

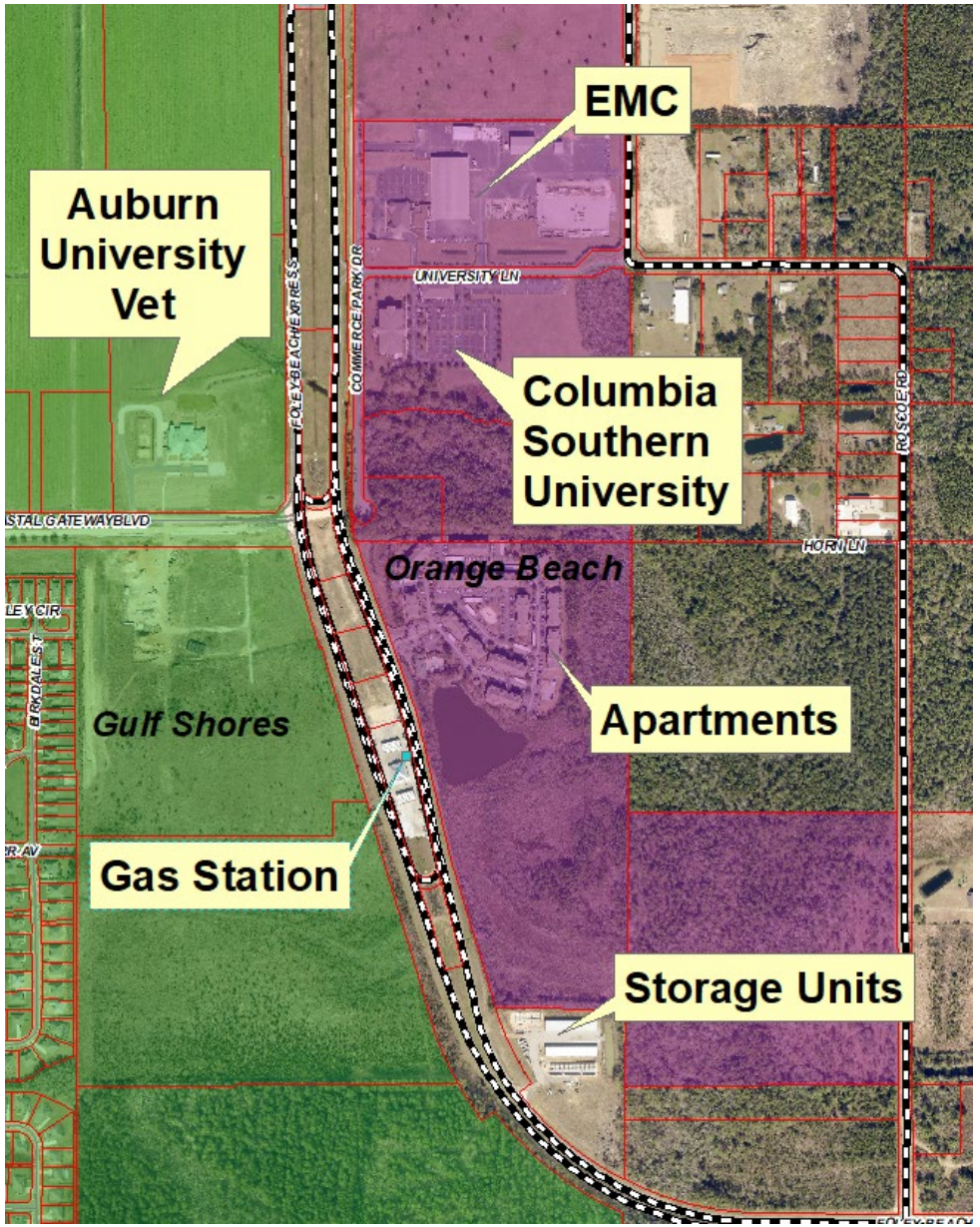
It could affect traffic patterns and congestion but it all depends on what type businesses will be located on each lot. The highway department stated that the location of these lots are subject to the Access Management Plan for the Beach Express and will need to utilize the existing auxiliary service lanes. All access will need to be coordinated with the Highway Department. Additional traffic study analysis may be needed to identify the impacts to the Coastal Gateway BLVD and Beach Express intersection.

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.

Yes, see maps below.

Staff Analysis and Findings





Staff Analysis and Findings

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Yes, there are a couple of properties zoned B4 in the area, as well as B3 zonings. Most of the development in the area along the Beach Express is commercial. There is also the large apartment complex.

8.) Is the timing of the request appropriate given the development trends in the area?

Yes, the request is in line with the development trends in the area.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

Staff Analysis and Findings

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Although there might be an increase in traffic, if the rezoning is approved and the property is developed, the impact should not be significant. Access to this site would require approval from Baldwin County Highway Department.

Development of the property will be considered as a major project. Prior to the issuance of a Land Use Certificate, staff will evaluate all submitted materials, including building plans, drainage plans, landscaping plans and site plans in order to ensure complete compliance with the requirements of the zoning ordinance. Required landscaped buffers will help to mitigate the potential for adverse impacts.

Highway commented: *The location of these lots are subject to the Access Management Plan for the Beach Express and will need to utilize the existing auxiliary service lanes. All access will need to be coordinated with the Highway Department. Additional traffic study analysis may be needed to identify the impacts to the Coastal Gateway BLVD and Beach Express intersection.*

11.) Other matters which may be appropriate.

None

Agency Comments

- **Baldwin County Highway Department – Weesie Jeffords:**

The location of these lots are subject to the Access Management Plan for the Beach Express and will need to utilize the existing auxiliary service lanes. All access will need to be coordinated with the Highway Department. Additional traffic study analysis may be needed to identify the impacts to the Coastal Gateway BLVD and Beach Express intersection.

Individual drainage mitigation may be needed on the lots and will be required to follow the County stormwater management requirements. These lots' runoff currently drains to the north to a common area, then flows southeast crossing the northbound Beach Express lane to Cotton Creek.

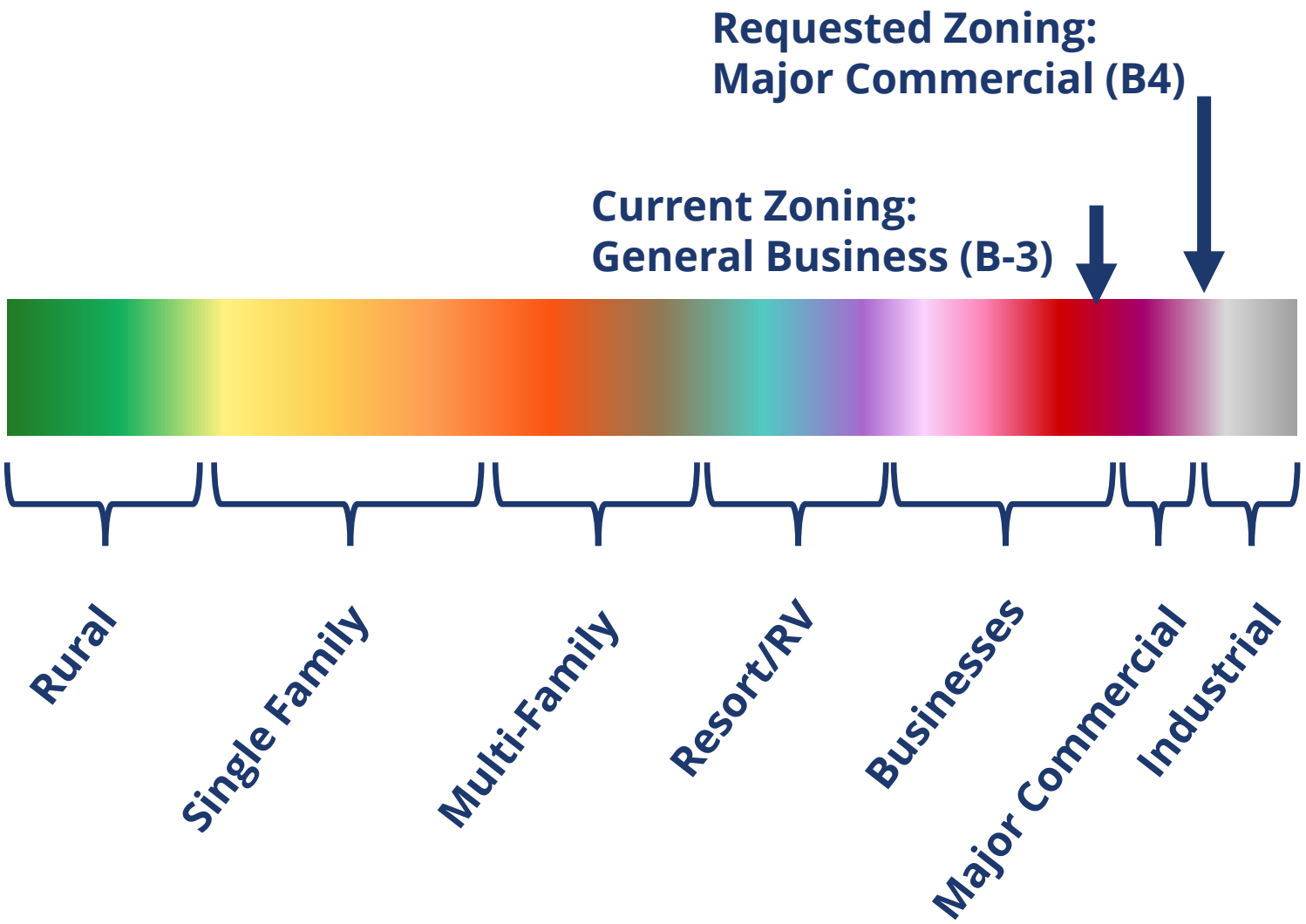
- **ADEM, Scott Brown:** *No Response.*
- **City of Orange Beach:** *No Response.*
- **City of Gulf Shores – Andy Bauer:**

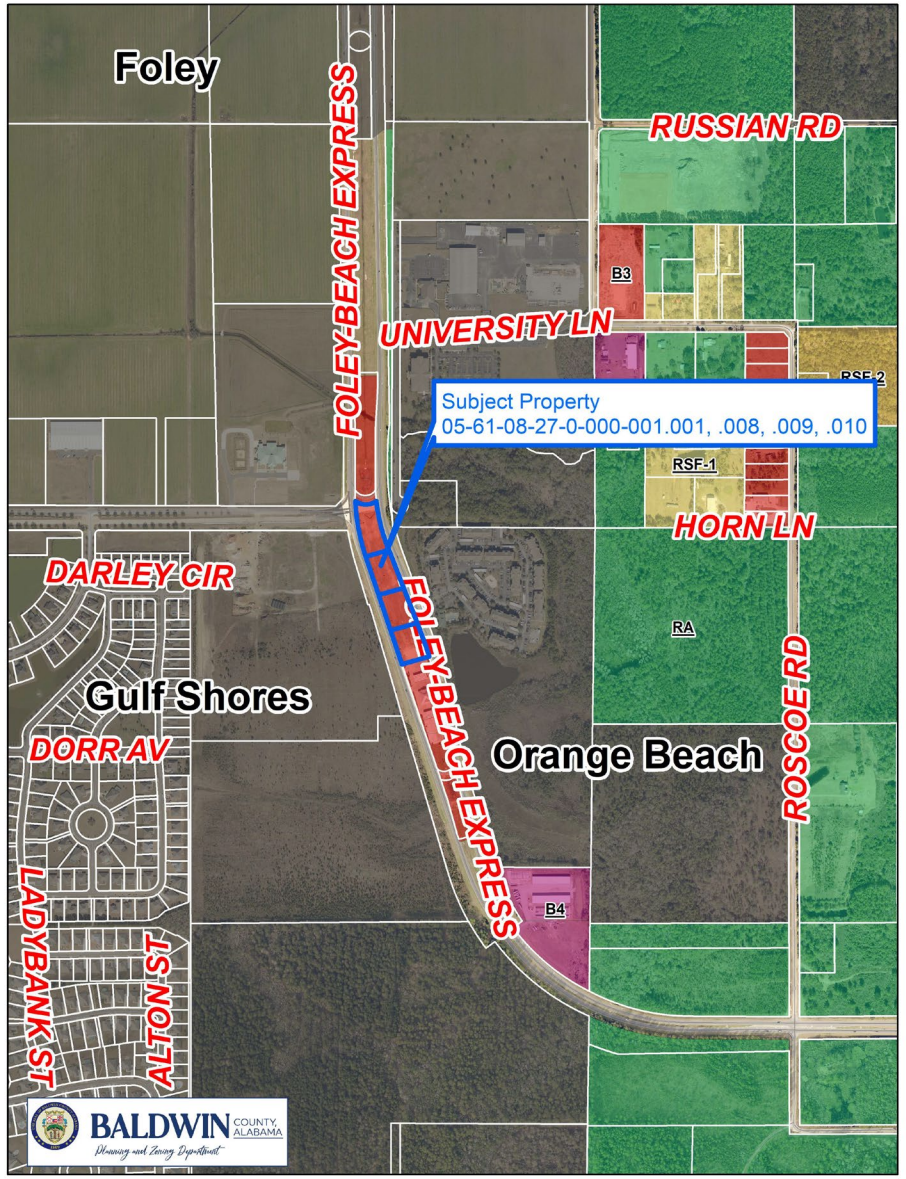
The City of Gulf Shores has no comments on the rezoning application.

Z-21035 Twin Oaks Co. Property

Rezoning request from **B-3** to **B-4**

Lead Staff: Celena Boykin, Senior Planner





Z-21035 Twin Oaks Co. Property

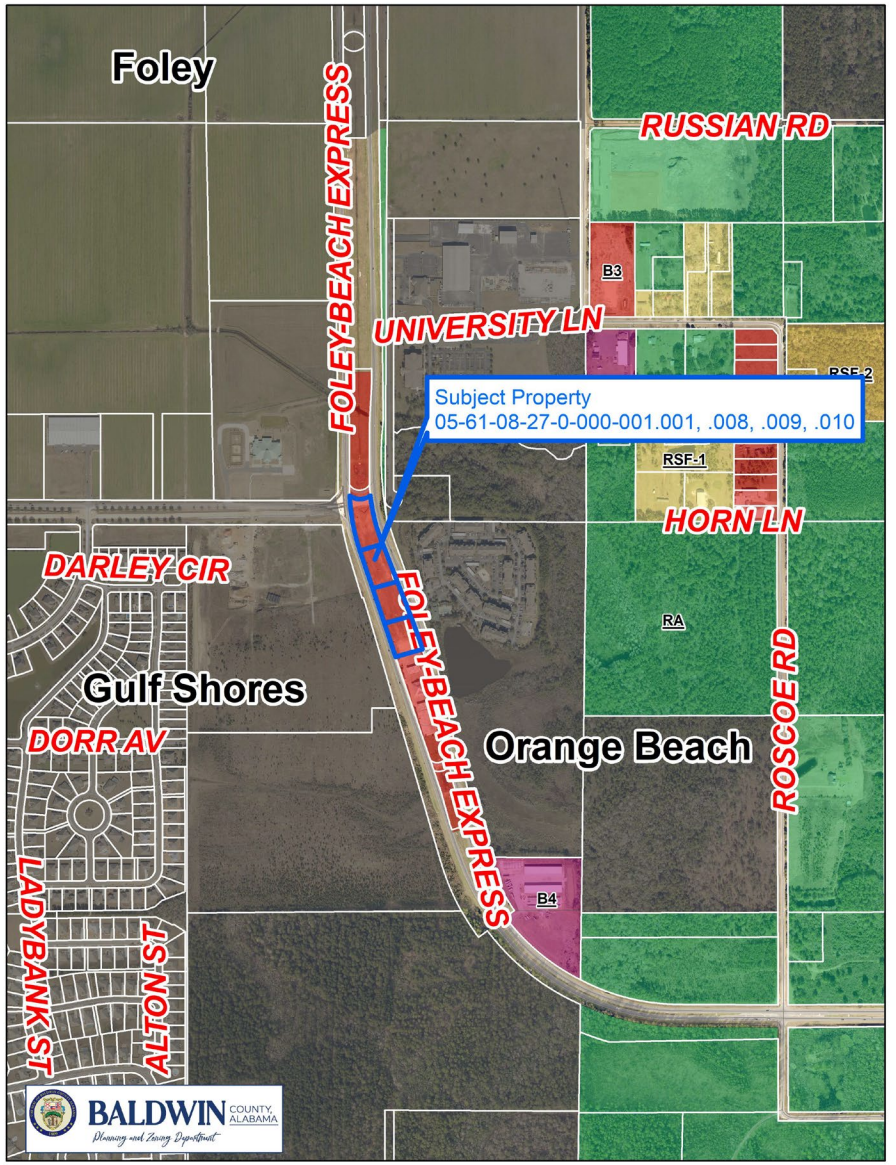
Rezoning request from **B-3** to **B-4**

Lead Staff: Celena Boykin, Senior Planner

- **Staff's Summary and Comments:**

As stated previously, the subject property is currently zoned B3, General Business District. It consists of approximately 4.22 acres and is currently undeveloped. The designation of B-4, Major Commercial District, has been requested in order to create more opportunities and allow for a more diverse commercial development.

Staff has no major concerns with this request due primarily to the development trends along the Foley Beach Express.



Z-21035 Twin Oaks Co. Property

Rezoning Request from B-3 to B-4

Lead Staff: Celena Boykin, Senior Planner

Staff's Recommendation:

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be recommended for **Approval**.*

**On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

approval. The Planning Commission may grant additional time if deemed necessary.

- **If signage is proposed, a Sign Permit application demonstrating compliance with Article 16 of the zoning ordinance, shall be submitted to and approved by the Planning and Zoning Department.**
- **Storm water facilities are to be installed and inspected prior to the start of construction.**
- **Any major changes and/or additions shall result in further review and approval by the Planning Commission.**

Mr. Church returned to his place with the commission.

b.) CASE Z-21033 KITTRELL PROPERTY REZONING REQUEST

Request to rezone approximately 14.71 acres from RSF-1 to RA to allow agricultural uses of the property. The subject property located on the south side of US Highway 98 east of Hillcrest Road in Planning District 33.

Linda Lee presented the request and reported recommendation of approval by staff. Douglas Bailey was present to answer questions. There was no one present in opposition.

Michael Mullek made a motion to recommend approval. Ernie Church seconded the motion. All members voted aye. **Motion to recommend approval of Case Z-21033 rezoning request from RSF-1 to RA carries on a vote of 6-0.**

c.) CASE Z-21034 LAZZARI PROPERTY REZONING REQUEST

Request to rezone approximately 27.66 acres from RSF-E to RA to allow an open-air storage facility on the parcel. The subject property located on the south side of County Road 64 east of McBride Road in Planning District 15.

Linda Lee presented the request and reported recommendation of approval by staff, adding that any future commercial use on the subject property will likely receive a recommendation of denial. Hunter Smith was present to represent the applicant. There was no one present in opposition.

After discussion between commission members and staff Greg Seibert made a motion to recommend approval. Robert Davis seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-21034 rezoning request from RSF-E to RA carries on a vote of 6-0.**

d.) CASE Z-21035 TWIN OAKS CO. PROPERTY REZONING REQUEST

Request to rezone approximately 4.22 acres from B-3 to B-4 to allow more diverse commercial development on the parcel. The subject property located in the median of the Foley Beach Express in Planning District 30.

DJ Hart presented the request and reported recommendation of approval by staff. Tom

Granger was present to represent the applicant. There was no one present in opposition.

Michael Mullek made a motion to recommend approval. Plumer Tonsmeire seconded the motion. All members voted aye. **Motion to recommend approval of Case Z-21035 rezoning request from B-3 to B-4 carries on a vote of 6-0.**

e.) PROPOSED LAND DISTURBANCE ORDINANCE FOR FLOOD PRONE AREAS OR TERRITORIES WITH PROBABLE EXPOSURE TO FLOODING IN UNINCORPORATED BALDWIN COUNTY

A new proposed land disturbance ordinance that would help control filling, grading, dredging, and similar land disturbance activities which may increase flood damage or erosion, by applying the land disturbance requirements of the Baldwin County Zoning Ordinance within areas displayed on a new Hydric Potential Map.

Matthew Brown presented the proposed new Land Disturbance Ordinance and reported recommendation of approval by staff. There was no one present to speak in favor or opposition.

Robert Davis made a motion to recommend approval. Greg Seibert seconded the motion. All members voted aye. **Motion to recommend approval of the new Proposed Land Disturbance Ordinance carries on a vote of 6-0.**

VIII. CONSIDERATION OF APPLICATIONS AND REQUESTS – SUBDIVISION CASES

a.) CASE S-20070 VERNANT PARK ESTATES PRELIMINARY PLAT APPROVAL

Request for preliminary plat approval for a 12-lot subdivision on approximately 55.95 acres located on the east side of Vernant Park Road and north of County Road 12 South. The subject property is zoned RA in Planning District 21.

Mary Booth presented the case and reported recommendation of approval by staff contingent on wetlands being addressed by the applicant. David Diehl and Rhett Croppier signed up in favor. There was no one present in opposition.

Robert Davis made a motion to approve with the contingencies set in place by staff. Greg Seibert seconded the motion. All members voted aye. **Motion to approve Case S-20070 contingent on the wetlands being addressed by the applicant carries on a vote of 6-0.**

b.) CASE S-21057 SAVANNAH ESTATES PHASE I VARIANCE REQUEST

Request for a variance from the Baldwin County Subdivision Regulations as it pertains to a lot size to allow development of a 96-lot subdivision on approximately 44.18 acres located on the east side of County Road 54, north of County Road 64. The subject property is zoned RSF-2 with PRD in Planning District 15.

Buford King presented the case and reported recommendation of approval by staff. There was no one present in favor or opposition.

BALDWIN COUNTY PLANNING & ZONING COMMISSION

Voting Sheet

Z-21035 Twin Oaks Co. Property
Re-Zone B-3 to B-4
10/7/2020

MOTION: TO RECOMMEND APPROVAL
MADE BY: MICHAEL MULLEK
2ND BY: PLUMER TONSMEIRE

MEMBER	IN FAVOR OF MOTION	OPPOSED TO MOTION
Steven Pumphrey	-	-
Daniel Nance	A	
Brandon Bias	A	
Ernie Church	X	
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	A	
Michael Mullek	X	
Greg Seibert	X	
Bill Booher	X	
VOTE TOTAL	6-0	

MOTION CARRIES ON A BOTE OF 6-0

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2022-015

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **CASE No. Z-21035, TWIN OAKS CO. PROPERTY** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, SAWGRASS CONSULTING, LLC has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 30, for property identified herein and described as follows:

Lot 1: 139.6' X 371.4' IRR LOT 1 WAHOO PLAZA SUB SLIDE 2580-A SEC 2-T8S-R4E & ALSO

PT LYING IN SEC 22 (WD)

Lot 2: 160.7' X 269.3' IRR LOT 2 WAHOO PLAZA SUB SLIDE 2580-A SEC 27-T8S-R4E (WD)

Lot 3: 173.6' X 249.1' IRR LOT 3 WAHOO PLAZA SUB SLIDE 2580-A SEC 27-T8S-R4E (WD)

Lot 4: 184' X 236' IRR LOT 4 WAHOO PLAZA SUB SLIDE 2580-A SEC 27-T8S-R4E (WD)

Otherwise known as tax parcel number, **05-61-08-27-0-000-001.001, 001.008, 001.009, AND 001.010**, 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 B-3, General Business District, to B-4, Major Commercial District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on October 7, 2021, and voted to recommend **Approval** of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on November 16, 2021; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 30 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-21035, Twin Oaks Co Property) as herein identified and described and as found within the confines of Planning (Zoning) District No.30 from B-3, General Commercial District, to B-4, Major Commercial District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 30 Official Map, is hereby **APPROVED.**

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **16th** day of **November 2021.**

_____
Commissioner James E. Ball, Chairman

ATTEST

_____
Wayne Dyess, County Administrator

Planning and Zoning

Department

Memo

To: Anu Gary

From: DJ Hart

Date: 11/4/2021

Re: Z-21035 Twin Oaks Property

Proof of Advertisement for the Baldwin County Planning & Zoning Commission Public Hearing on 10/7/2021.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case. Z-21035, Twin Oaks Property.

The Planning and Zoning Commission meeting was held **Thursday October 7, 2021**.

The County Commission public hearing is scheduled for **Tuesday November 16, 2021**.

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. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

09/22/2021

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

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

X April M. Perry
April M. Perry, Legal Ad Representative

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/22/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 329066

Z-21035 Twin Oaks Co

Amount of Ad: $133.88

Legal File# Z-21035 Twin Oa

BALDWIN COUNTY PLANNING & ZONING COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523

NOTICE OF PUBLIC HEARING
Case No. Z-21035
Twin Oaks Co, Inc Property
Planning District 30

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Sawgrass Consulting LLC on behalf of Twin Oaks Co Inc., owner of property located in the Median of Wahoo Plaza in Planning District 30. The applicant is requesting approval to rezone 4.22± acres from B-3 - General Business District to B-4 - Major Commercial District. The Parcel Identification Numbers are 05-61-08-27-0-000-001.001 and 05-61-08-27-0-000-001.008 and 05-61-08-27-0-000-001.009 and 05-61-08-27-0-000-001.010.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission, which is scheduled for Thursday, October 7, 2021, beginning at 4:00 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 email your comments to: Planning@baldwincountyal.gov. 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. 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.
September 22, 2021

RECEIVED
DG Hart
9/28/21

Planning and Zoning

Department

Memo

To: Anu Gary

From: DJ Hart

Date: 11/4/2021

Re: Z-21035 Twin Oaks Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 11/16/2021.

Anu:

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The County Commission public hearing is scheduled for **Tuesday November 16, 2021**.

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Thank You,

DJ Hart

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FOLEY 251.943.2151
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10/20/2021, 10/27/2021, 11/03/2021

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

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

X April M. Perry
April M. Perry, Legal Ad Representative

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 11/03/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 330302

Twin Oaks Co, Inc Propert- 3 runs

Amount of Ad: $392.72

Legal File# Z-21035

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
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, November 16, 2021, beginning at 8:30 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave. Fairhope, Al. 36532

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October 20-27;
November 3, 2021

RECEIVED
11/4/21
dgHart

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

October 27, 2021

Account # 987101 PO #

Cost $ 496.13 Ad # 281331

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

BCPC

2-21035

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 10th day of November, 20 21

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
11/10/21
DJHart

HONEYBEE

FROM PAGE A1

Rosinton, Loxley, Silverhill and Robertsdale.

Again this year, the festival will feature two Honeybee queens, along with their courts: Little Miss Honeybee Blakeley Louise Walker and her court: Charlotte Reese Walker, who was also Little Miss Charity; Ally-Harper Tillery and Monroe Dorward Cristini; and Young Miss Honeybee Eleanor Rachael McCoy, who was also Young Miss Charity, and her court: Miss Photogenic Adalyn Lyles, Emma Kate Lynn and Audrey O'Connor. Also representing the Honeybee court are Miss Congeniality Adalyn Foley; Most Creative Number Brooklyn Marshall; and Queen of Queens Brenna Schmierer.

The queens and their courts were crowned during a ceremony held Oct. 8 at the PZK Hall.

This year's festival will coincide with the city's 100th anniversary celebration and the Robertsdale Centennial Committee will have a booth set up at the festival, selling commemorative coins, different styles of coffee mugs and hats, said Committee Chairman Stephanie Kroll. The Robertsdale Centennial Queens will also be passing out balloons to children.

The Centennial Queens are Virginia Boseck, Ella Brewton, London Lace Brill, Matalyne Kroll, Morgan Kroll, Addison Kucera, Adalyn Lyles and Emma Kate Lynn.

The Centennial Committee will also be hosting a free chili cookoff with teams providing taster cups to participants.

Awards will be presented for Grand Champion, Runner-up, Best in Show (overall setup and presentation) and People's Choice.

SHIP

FROM PAGE A1

always gotten a lot of trick-or-treaters every year," Denean Anthony said. "It's just a fun activity for everybody."

Since they moved into their new home, which is located close to town hall, which has hosted a trunk-or-treat on Halloween for the past few years, they decided to step up their Halloween decorations.

"Everyone on our street decorates, and we all come out to hand out candy," she said. "You don't have to be a kid to enjoy Halloween."

When her husband, Steve, had some leftover pallets, Denean Anthony said the idea just came to her to build a pirate ship out of them.

"We already had all the skeletons and try to do something creative with them every year," she said. "A pirate ship just seemed like the natural thing to do."

With the help of their children and her mother, Mary deLaunay, they began to put everything together.

They took the pallets and covered them with tarps from the Habitat ReStore in Summerdale. They took flowerpots from Absoluto Greenhouse in Foley and made cannons with them. Denean Anthony also went to Dollar Tree in Robertsdale and bought a basket to hold pirate treasure.





JOHN UNDERWOOD / STAFF PHOTOS

Other items like jewelry and coins for the pirates' "booty" were items they already had in the house or in storage, she said.

They also set up green spotlights to give the whole thing an eerie glow when lit up at night.

"We just had fun with it," she said.

Once Halloween is over, Denean Anthony said, the skeletons will go back in their closet, but the larger display will remain up at least through Christmas.

"We're going to hang lights and make a Christmas display out of it," she said. "We can leave that up for another four or five weeks, then we'll put everything up for next year."

ROBERTS

FROM PAGE A1

the equation is to make Assistant Chief Booker the interim police chief," said Hamby. "That would be a trial basis from the town's perspective to see how it works and it would be a trial basis from (Booker's) perspective to see if he really wants the job as chief, and at that point we would go into further consideration."

Council member Steve Kirkpatrick said were Booker to be appointed as Elberta police chief, he would be required to complete every certification for the chief position, similar to how Roberts had done before him. Booker said this is not the first time he has stepped into a leadership role, having become squad leader during his second tour in Iraq after the previous squad leader had to step down. Booker said he is ready to take on a leadership position once again.

STOP
Elder Abuse, Neglect & Exploitation
Submit a report to the Alabama Department of Human Resources Adult Protective Services Division
1-800-458-7214
aps@dhr.alabama.gov
ALABAMA DEPARTMENT OF HUMAN RESOURCES



Mark Your Calendar for the Upcoming
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GUN SHOW
October 30 & 31, 2021
Baldwin County Fairgrounds
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225 Tables
Modern & Antique Firearms, Knives, Ammo, Shooting Accesories, Etc.
BUY-SELL-TRADE-ADMIRE
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Saturday 9 am to 5 pm ~ Sunday 10 am to 4 pm
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281331

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Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523

NOTICE OF PUBLIC HEARING

Case No. Z-21035
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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, November 16, 2021**, beginning at 8:30 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave. Fairhope, Al. 36532

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & 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:

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Robertsdale, AL 36567

You may email your comments to: Planning@baldwincountyal.gov. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

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201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523

NOTICE OF PUBLIC HEARING

Case No. Z-21033 Kittrell Property
Planning District 23

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Douglas A Bailey on behalf of M A Kittrell, owner of property located on US Highway 98 in Planning District 23. The applicant is requesting approval to rezone 15± acres from RSF-1 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-08-27-0-000-004.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for **Tuesday, November 16, 2021**, beginning at 8:30 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave. Fairhope, Al. 36532

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & 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 email your comments to: **Planning@baldwincountyal.gov.** If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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.

Baldwin County Commission

Agenda Action Form

File #: 22-0211, **Version:** 1 **Item #:** DR4

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Matthew Brown, Planning Director
Submitted by: DJ Hart, Planning Technician

ITEM TITLE
*Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County

STAFF RECOMMENDATION
Take the following actions:

1) Adopt Resolution # 2022-016, which establishes the new Land Disturbance Ordinance for Flood Prone Areas or Territories With Probable Exposure to Flooding in Unincorporated Baldwin County, Alabama, designed to help control filling, grading, dredging, and similar land disturbance activities which may increase flood damage or erosion, by applying the land disturbance requirements of the Baldwin County Zoning Ordinance within areas displayed on a new Hydric Potential Map. Effective date of this ordinance to be December 1, 2021.

2) Approve a $25.00 permit fee for issuance of this permit.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: **Proof of publication for BCC Public Hearing forthcoming.**

In 1971, Alabama Legislature passed an Act (now Section 11-19-1 et.seq.) that authorized County Commissions to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry as it relates to land use activities in flood prone areas. The proposed ordinance would only regulate land use as it relates to land disturbances and ensure proper erosion control measures are installed in flood prone areas.

The new ordinance would require individuals proposing land disturbance activities within the area shown on the attached map to obtain a land disturbance permit from the Baldwin County Planning and Zoning Department. Sections 13.12 and 18.6 of the Zoning Ordinance will apply to these areas.

The Alabama Attorney General has previously advised that an ordinance regulating land use under this section can apply to “flood prone and limited non-flood prone areas which are adjacent thereto and necessary to accomplish the purposes and provisions of the statute…”
Planning and Zoning Staff has created a “Hydric Potential Map” which includes hydric soils, potential wetlands, US Fish and Wildlife wetlands, and the FEMA flood hazard areas (AE and VE zones). The areas shown on the attached map represent the areas that will be impacted by the new Land Disturbance Ordinance

FINANCIAL IMPACT

Total cost of recommendation: There will be a cost associated with staff time required to process these permits, perform random site checks, and carry out enforcement actions when a violation occurs. Some of these costs will be offset by the proposed $25.00 Land Disturbance Fee. Staff would like to monitor costs/workload impacts of this ordinance through the next 6 months and report back to the Commission on resource impacts.

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: Reviewed by Finley Reeves on behalf of Brad Hicks, County Attorney, October 12, 2021.

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: 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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STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-016
OF THE
BALDWIN COUNTY COMMISSION

WHICH ESTABLISHES THE LAND DISTURBANCE ORDINANCE FOR FLOOD PRONE AREAS OR TERRITORIES WITH PROBABLE EXPOSURE TO FLOODING IN UNINCORPORATED BALDWIN COUNTY, ALABAMA.

WHEREAS, the Legislature of the State of Alabama has in Section 11-19-1 et seq. authorized County Commissions 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:

WHEREAS, it is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses on land with probable exposure to flooding, pursuant to Alabama Code 11-19-4, by land use provisions designed to:

(1) control filling, grading, dredging and similar land disturbance activities which may increase flood damage or erosion.

(2) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands; and

(3) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters

WHEREAS the Baldwin County Commission held a public hearing at its November 16, 2021, regular meeting with the required public notice of said public hearing given in a newspaper of general circulation, a copy of said public notice attached as **Exhibit "A"** hereto; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, in order to provide for the public health, safety and general welfare, and consistent with section 11-19-4 of the Code of Alabama, we hereby establish the Land Disturbance Ordinance for Flood Prone Areas or Territories With Probable Exposure to Flooding in Unincorporated Baldwin County, Alabama, which is hereby established to read in its entirety as set forth in **Exhibit "B"** attached hereto.

FURTHER BE IT RESOLVED, that said Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County, Alabama, shall become effective on December 1, 2021.

FURTHER BE IT RESOLVED that the Chairman of the Baldwin County Commission is hereby authorized to certify, on behalf of the Baldwin County Commission, to the Judge of Probate of Baldwin County, Alabama, said Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County, Alabama.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 16th day of November, 2021.

_____

Commissioner James E. Ball, Chairman
Baldwin County Commission

ATTEST:

_____

Wayne Dyess, County Administrator

Planning and Zoning

Department

Memo

To: Anu Gary

From: DJ Hart

Date: 11/4//2021

Re: Land Disturbance Ordinance

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 10/7/2021.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for the Land Disturbance Ordinance.

The Planning and Zoning Commission meeting was held **Thursday October 7, 2021**.

The County Commission public hearing is scheduled for **Tuesday November 16, 2021**.

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. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

09/22/2021

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

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

X April M. Perry
April M. Perry, Legal Ad Representative

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/22/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 329067

Land Distrubance Ord.

Amount of Ad: $123.80

Legal File# Land Distrubanc

BALDWIN COUNTY PLANNING & ZONING COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
P.O. Box 220
Silverhill, AL 36576
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

Proposed Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning Proposed Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission, which is scheduled for Thursday October 7, 2021, beginning at 4:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said amendment will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The amendment 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 these amendments, 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 email your comments to Planning & Zoning Department: Planning@baldwincountyal.gov. 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. 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.
September 22, 2021

RECEIVED
SGHart
9/28/21

LAND DISTURBANCE ORDINANCE FOR FLOOD PRONE AREAS OR TERRITORIES WITH PROBABLE EXPOSURE TO FLOODING IN UNINCORPORATED BALDWIN COUNTY, ALABAMA

DRAFT

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

DRAFT

Article I Statutory Authorization

The Legislature of the State of Alabama has in Section 11-19-1 et seq. authorized County Commissions 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:

Article II Purpose

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses on land with probable exposure to flooding, pursuant to Alabama Code 11-19-4, by land use provisions designed to:

(1) control filling, grading, dredging and similar land disturbance activities which may increase flood damage or erosion;

(2) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands; and

(3) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters

Article III Definitions

Unless otherwise defined below, Article 22 (Definitions) of the Baldwin County Zoning Ordinance shall apply to this ordinance.

Flood or Flooding. The general and temporary condition of partial or complete inundation of normally dry land areas:

From the overflow of streams, rivers, and other inland waters, or

From tidal surges, abnormally high tidal waters, tidal waves, or rising coastal waters resulting from tsunamis, hurricanes, or other severe storms.

Flood Prone Area. Any area with a frequency of inundation of once in 100 years as defined by qualified hydrologists or engineers using methods that are generally accepted by persons engaged in the field of hydrology and engineering.

Land-Use and Control Measures. Zoning ordinances, subdivision regulations, building codes, health regulations, and other applications and extensions of the normal police power to provide safe standards of occupancy for prudent use of flood-prone areas.

Territory with Probable Exposure to Flooding. Land within any of the following mapped regions:

1. Areas of Special Flood Hazard identified by the most current published maps of the Federal Emergency Management Agency or
2. The Baldwin County Hydric Potential Map

DRAFT

Article IV Erosion Control and Land Disturbance Permit

Section 13.12 of the Baldwin County Zoning Ordinance, as amended from time to time, is hereby incorporated by reference for all land disturbance activity on land in a territory with probable exposure to flooding.

Article V Variances

Section 18.6 of the Baldwin County Zoning Ordinance, as amended from time to time, is hereby incorporated by reference to accommodate requests for variances from the requirements of Article IV above, except that the Variance requests will be heard by the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments appointed by the Baldwin County Commission pursuant to Title 11, Chapter 19 of the Code of Alabama, 1975.

Article VI Other Provisions

All other provisions of the Baldwin County Zoning Ordinance, as amended from time to time, are hereby incorporated to the extent necessary to carry out the provisions of Articles IV and V above.

DRAFT

Granger was present to represent the applicant. There was no one present in opposition.

Michael Mullek made a motion to recommend approval. Plumer Tonsmeire seconded the motion. All members voted aye. **Motion to recommend approval of Case Z-21035 rezoning request from B-3 to B-4 carries on a vote of 6-0.**

e.) **PROPOSED LAND DISTURBANCE ORDINANCE FOR FLOOD PRONE AREAS OR TERRITORIES WITH PROBABLE EXPOSURE TO FLOODING IN UNINCORPORATED BALDWIN COUNTY**

A new proposed land disturbance ordinance that would help control filling, grading, dredging, and similar land disturbance activities which may increase flood damage or erosion, by applying the land disturbance requirements of the Baldwin County Zoning Ordinance within areas displayed on a new Hydric Potential Map.

Matthew Brown presented the proposed new Land Disturbance Ordinance and reported recommendation of approval by staff. There was no one present to speak in favor or opposition.

Robert Davis made a motion to recommend approval. Greg Seibert seconded the motion. All members voted aye. **Motion to recommend approval of the new Proposed Land Disturbance Ordinance carries on a vote of 6-0.**

VIII. CONSIDERATION OF APPLICATIONS AND REQUESTS – SUBDIVISION CASES

a.) **CASE S-20070 VERNANT PARK ESTATES PRELIMINARY PLAT APPROVAL**

Request for preliminary plat approval for a 12-lot subdivision on approximately 55.95 acres located on the east side of Vernant Park Road and north of County Road 12 South. The subject property is zoned RA in Planning District 21.

Mary Booth presented the case and reported recommendation of approval by staff contingent on wetlands being addressed by the applicant. David Diehl and Rhett Croppier signed up in favor. There was no one present in opposition.

Robert Davis made a motion to approve with the contingencies set in place by staff. Greg Seibert seconded the motion. All members voted aye. **Motion to approve Case S-20070 contingent on the wetlands being addressed by the applicant carries on a vote of 6-0.**

b.) **CASE S-21057 SAVANNAH ESTATES PHASE I VARIANCE REQUEST**

Request for a variance from the Baldwin County Subdivision Regulations as it pertains to a lot size to allow development of a 96-lot subdivision on approximately 44.18 acres located on the east side of County Road 54, north of County Road 64. The subject property is zoned RSF-2 with PRD in Planning District 15.

Buford King presented the case and reported recommendation of approval by staff. There was no one present in favor or opposition.

BALDWIN COUNTY PLANNING & ZONING COMMISSION

Voting Sheet

Proposed Land Disturbance Ordinance
10/7/2020

MOTION: TO RECOMMEND APPROVAL
MADE BY: ROBERT DAVIS
2ND BY: GREG SEIBERT

MEMBER	IN FAVOR OF MOTION	OPPOSED TO MOTION
Steven Pumphrey	-	-
Daniel Nance	A	
Brandon Bias	A	
Ernie Church	X	
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	A	
Michael Mullek	X	
Greg Seibert	X	
Bill Booher	X	
VOTE TOTAL	6-0	

MOTION CARRIES ON A VOTE OF 6-0

Combined Wetlands and Flood Area Map

N
W E
S

Legend

- City Limits
- GWM-HP
- Water
- UNZONED
- ZONED

FLD_ZONE

- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- A
- AE
- VE

Bay Minette
Spanish Fort
Loxley
Daphne
Robertsdale
Silverhill
Fairhope
Summerdale
Magnolia Springs
Foley
Elberta
Perdido Beach
Orange Beach
Gulf Shores

0 4 8 16
Miles

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.

Planning and Zoning

Department

Memo

To: Anu Gary

From: DJ Hart

Date: 11/4//2021

Re: Land Disturbance Ordinance

Proof of Advertisement for the Baldwin County Commission Public Hearing on 11/16/2021.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for the Land Disturbance Ordinance.

The Planning and Zoning Commission meeting was held **Thursday October 7, 2021**.

The County Commission public hearing is scheduled for **Tuesday November 16, 2021**.

Please let me know if you have any questions.

Thank You,

DJ Hart

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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:

10/20/2021, 10/27/2021, 11/03/2021

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

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

X April M. Perry
April M. Perry, Legal Ad Representative

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

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 11/03/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 330304

Land Disturbance Ord.

Amount of Ad: $397.40

Legal File# Land Disturbanc

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
P.O. Box 220
Silverhill, AL 36576
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

Proposed Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning Proposed Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for Tuesday, November 16, 2021, beginning at 8:30 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave. Fairhope, Al. 36532

The said amendment will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The amendment 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 these amendments, 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 email your comments to Planning & Zoning Department: Planning@baldwincountyal.gov. If you desire to address the County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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.
October 20-27;
November 3, 2021

RECEIVED
11/4/21
dg Hart

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

October 27, 2021

Account # 98101 PO # _____

Cost $ 496.13 Ad # 281332

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

BCPTC

Land Disturbance

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 10th day of November, 2021

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
11/10/21
DGhart

Robertsdale Library hosts Halloween Fun Night

Hundreds of goblins, ghouls and things that go bump in the night, along with a princess and super hero or two enjoyed Halloween Fun Night on Thursday, Oct. 21 at the Robertsdale Public Library. The event included a trunk or treat, free water and chips, games and prizes with members of the Robertsdale High School Naval ROTC and hayrides by the Robertsdale Fire Department. Baldwin County Sheriff Hoss Mack served as emcee for the event, which also included entertainment from a local dance troop, a DJ and juggler. Prizes were awarded for the best decorated trunks, including Dr. Brian Pierce, first place; Ashley Wingo, second and Diane Hedden, third.

JOHN UNDERWOOD / STAFF PHOTOS



Prizes were awarded for best decorated trunks. First place went to Dr. Brian Pierce, family and staff Central Baldwin Chiropractic. Second place was awarded to Ashley Wingo, family and friends. Third place went to Diane Hedden.



ABOVE: "Cookie Monster" Robertsdale Library Director Cynthia Nall hands out cookies during the Halloween Fun Night trunk or treat.

RIGHT: Dr. Brian Pierce and Baldwin County Sheriff Hoss Mack, who served as emcee for the event.







Robertsdale City Council member Ruthie Campbell as Cruella DeVille with her grandson.

ORDINANCE NO. 009-2021

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

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from the Jill Floyd, for the property located at 17650 Julius Childress Drive, as a R-1 zone, and

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

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

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

FROM R-1 to R-2:

Commence at the Northwest corner of the Northeast Quarter of Section 36, Township 5 South, Range 3 East, Baldwin County, Alabama; thence run East 236.04 feet to a point; thence South 1320.60 feet to a point; thence South 89°41'09" East, 419.34 feet to the point of beginning; thence North 00°12'42" East, 332.8 feet to a curve to the right having a radius of 25 feet, an arc distance of 39.18 feet (chord bears North 45°06'01" East, 35.29 feet); thence East, 987.57 feet to the west right-of-way of Alabama Highway No. 59; thence South 16°39'49" East, 154.47 feet along said west right-of-way to a point; thence South 89°51'25" West, 692.06 feet to a point; thence South 00°07'40" West, 209.34 feet to a point; thence North 89°47'20" West, 365.58 feet to the point of beginning.

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

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 18th day of October, 2021.

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BALDWIN COUNTY COMMISSION

BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
P.O. Box 220
Silverhill, AL 36576
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

Proposed Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning Proposed Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for **Tuesday, November 16, 2021,** beginning at 8:30 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave. Fairhope, AL 36532

The said amendment will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The amendment 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 these amendments, 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 email your comments to: Planning@baldwincountyal.gov.

If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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.

28/332

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Hembree HEATING & AIR CONDITIONING
16889 Teresa Drive, Fairhope, AL 36532
251-928-7676 • www.hembreeac.com

Baldwin County Commission

Agenda Action Form

File #: 22-0199, **Version:** 1 **Item #:** EA1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Dana Austin, Accounting Manager
Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE
Payment of Bills

STAFF RECOMMENDATION
Pay bills totaling $4,440,784.93 (four million, four hundred forty thousand, seven hundred eighty-four dollars and ninety-three 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, $468,164.72 (four hundred sixty-eight thousand, one hundred sixty-four dollars and seventy-two cents) is payable to the Baldwin County Board of Education and $30,026.82 (thirty thousand, twenty-six dollars and eighty-two cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

A/P Vendors Exceeding $20,000
Commission Meeting: November 16, 2021

Vendor Name		Brief Description
Baldwin County Board of Education	377,902.69	Sales Tax
	90,262.03	Use Tax
	4,318.00	Resident's Meals; Oct 2021
Gulf Shores Board of Education	23,499.80	Sales Tax
	6,527.02	Use Tax
Regions Bank Corp Trust	69,562.50	2012 Warrant; Nov 2021
	136,890.62	2013 Warrant; Nov 2021
	36,563.34	2014 Warrant; Nov 2021
	219,208.34	2015 Warrant; Nov 2021
	210,470.83	2020 Warrant; Nov 2021
	91,949.05	2020B Warrant; Nov 2021
	3,580.00	Series 2020-B
Mobile Asphalt Co., LLC	474,813.34	Road Building Materials
Thompson Tractor, Co.	336,732.00	Equipment; Hwy
	28,381.41	Repair and Maintenance
Motorola Solutions, Inc.	262,568.78	Communication Equipment and Supplies
Double AA Construction Co., LLC	262,000.00	Contract Services
Coblentz Equipment & Parts Co.	177,900.00	Equipment; Hwy
Historic Blakely Authority	143,885.96	4th Qtr FY21 Act 2007-377 Distribution
Davison Oil Company, Inc.	126,373.18	Fuel
Plumcore, Inc.	95,317.70	Contract Services
Mobile Bay Natioenal Estuary Program	75,000.00	FY22 Funding Appropriation
Partners Managing General Underwriters	63,564.30	Stop Loss; Nov 2021
Fitzgerald Construction, LLC	63,438.15	Contract Services
South Baldwin Chamber of Commerence	55,000.00	FY22 Funding Appropriation
McGriff Tire Co., Inc.	44,963.41	Tires
South Alabama Regional	43,763.97	Temporary Labor
CDW - Government, Inc.	40,441.89	Computer Support Services & Supplies
PPG Architectural Finishes, Inc.	39,600.00	Paint Striping; Hwy
TTL, Inc.	38,712.88	Professional Services
Cascade Engineering, Inc.	35,849.60	Garbage Carts, S/W
Volkert, Inc.	34,209.83	Contract Services
Stone Crosby PC	33,656.60	Legal Services; Sept 2021
Creek Clean, LLC	26,800.00	Contract Services
Atla Point Health Systems, Inc.	25,920.00	Cigarette Tax; Sept 2021
Software House Int dba SHI	25,529.95	Computer Support Services & Supplies
Power Systems of MS	21,906.00	Generator; Purchasing
District Attorney's Office	16,071.31	Tobacco Tax Distribution; Sept 2021
	2,421.73	Mental Health Court; Aug 2021
	1,622.20	Sales Tax; Act 2017-447
North Baldwin Animal Shelter, Inc.	20,000.00	FY22 Funding Appropriation
TOTAL	3,887,178.41	

Baldwin County Commission
Accounts Payable Payments
November 16, 2021

	Vendor Summary	Totals
1	4IMPRINT INC	2,569.59
2	A & M PORTABLES INC	4,743.00
3	A PRECISION AUTO GLASS INC	295.00
4	ACCMA	30.00
5	ACCURATE CONTROL EQUIPMENT	585.85
6	ADVANCED ASPHALT PRODUCTS, LLC.	540.00
7	AIRGAS USA LLC	76.04
8	AL STATE DEPT OF REVENUE	72.75
9	AL STATE DEPT OF TRANSPORTATION	913.39
10	ALABAMA ASSN OF PUBLIC PERSONNEL	425.00
11	ALABAMA COASTAL RADIOLOGY PC	329.83
12	ALABAMA HISTORICAL ASSN	540.00
13	ALLIANCE RENEWABLE TECHNOLOGIES, INC.	18,600.00
14	ALTA POINTE HEALTH SYSTEMS INC	25,920.00
15	ANIMAL CARE EQUIPMENT & SERVICES LLC	79.26
16	ANU K GARY	54.49
17	ARCHIVE SOCIAL	7,188.00
18	ASSN OF ALABAMA TAX ADMINISTRATOR	900.00
19	ASSN OF STATE FLOODPLAIN MANAGERS INC	660.00
20	AUTOMATED DOOR WAYS INC	350.00
21	B I INCORPORATED	350.00
22	B&H PHOTO & ELECTRONICS CORP	12,762.43
23	BALDWIN CNTY ASSN OF REALTORS INC	3,042.66
24	BALDWIN CNTY ECONOMIC DEVELOPMENT	2,688.35
25	BALDWIN CNTY FAMILY VIOLENCE PROJECT	1,340.69
26	BALDWIN CNTY HUMAN RESOURCES DEPT	446.90
27	BALDWIN CNTY PROBATE COURT	25.00
28	BALDWIN CNTY SHERIFF'S BOYS RANCH	1,340.69
29	BALDWIN CNTY SHERIFF'S OFFICE	5,066.81
30	BALDWIN CNTY SOLID WASTE	2,341.47
31	BALDWIN COUNTY BOARD OF EDUCATION	472,482.72
32	BALDWIN EMERGENCY MEDICAL SERVICE	1,516.00
33	BALDWIN SIGNS	250.00
34	BALDWIN TRACTOR & EQUIPMENT CO	135.74
35	BALDWIN YOUTH SERVICES	3,252.07
36	BARBARA J HAMLIN	12.00
37	BAY MINETTE BUILDING SUPPLY	193.99
38	BAY MINETTE YOUTH PROGRAM	1,340.69
39	BAY SIDE RUBBER & PRODUCTS	517.11
40	BAY UTILITY TRAILERS INC	495.00
41	BAY WINDOWS	45.00
42	BB&T-CREATIVE PAYMENT SOLUTIONS	157.50
43	BEARD EQUIPMENT	248.58
44	BEHAVIORAL HEALTH SYSTEMS INC	360.00
45	BEVERLY G CUTRO	6.40
46	BLACKBOX NETWORK SERVICES	345.00

Baldwin County Commission
Accounts Payable Payments
November 16, 2021

	Vendor Summary	Totals
47	BLOSSMAN GAS INC	48.06
48	BRENDA WALZ	170.46
49	BRINK'S INCORPORATED	263.70
50	BRITTANY SHEALY	123.00
51	C & H CONSTRUCTION SERVICES, LLC	7,800.00
52	CAPITAL ONE	65.20
53	CARE HOUSE INC	3,351.72
54	CARJETTA CROOK	17.81
55	CAROLYN FREEMAN	8.00
56	CASCADE ENGINEERING INC	35,849.60
57	CDW - GOVERNMENT, INC	40,441.89
58	CENTRAL BALDWIN CHAMBER OF COMMERCE INC.	5,000.00
59	CENTRAL GLASS CO	465.00
60	CERTIFIED LABORATORIES DIVISION	6,660.66
61	CHARM-TEX INC	1,973.00
62	CHERYL NELSON	30.46
63	CHUCK STEVENS AUTO INC	94.83
64	CHUCK STEVENS CHEVROLET OF BAY MINETTE	9,556.91
65	CINDY HABER CENTER INC	5,586.21
66	CINTAS CORPORATION NO 2	2,500.17
67	CINTAS FIRST AID & SAFETY	368.83
68	CITY ELECTRIC SUPPLY - C.E.S.	906.92
69	CITY OF DAPHNE YOUTH PROGRAM	1,340.69
70	CITY OF FAIRHOPE YOUTH PROGRAM	1,340.69
71	CITY OF FOLEY YOUTH PROGRAM	1,340.69
72	CLAUDIA'S MUD HUT	97.41
73	CLEVERDON FARMS	660.00
74	COASTAL ALABAMA COMMUNITY COLLEGE	7,892.45
75	COASTAL INDUSTRIAL SUPPLY	4,990.00
76	COBLENTZ EQUIPMENT & PARTS CO	177,900.00
77	COCA COLA BOTTLING CO CONSOLIDATED	616.00
78	COMMUNITY TRANSPORTATION ASSN OF AM	1,250.00
79	CONSOLIDATED PIPE & SUPPLY	85.00
80	COPY PRODUCTS COMPANY	80.00
81	CORPORATE BILLING	1,760.19
82	CREEK CLEAN, LLC	26,800.00
83	DADE PAPER & BAG CO	6,876.10
84	DAVID B PIMPERL	1,275.00
85	DAVISON OIL COMPANY INC	126,373.18
86	DAWN HOUSE	1,340.69
87	DEANNA VICICH COX	2,100.00
88	DEL CITY	808.44
89	DELTA COMPUTER SYSTEMS INC	17,200.02
90	DESIGN FRENZY, INC.	500.00
91	DESIGNALABAMA, INC.	2,345.08
92	DIAGNOSTIC & MEDICAL CLINIC	123.16

Baldwin County Commission
Accounts Payable Payments
November 16, 2021

	Vendor Summary	Totals
93	DISTRICT ATTORNEY'S OFFICE	20,115.24
94	DIVERSIFIED COMPUTER SERVICES LLC	800.00
95	DOUBLE AA CONSTRUCTION CO LLC	262,000.00
96	EASTERN SHORE CHAMBER OF COMMERCE INC	5,000.00
97	EMPIRE TRUCK SALES INC	74.34
98	EMPLOYMENT SCREENING SERVICES INC	563.52
99	EQUIPMENT SALES CO	5,807.53
100	ETOWAH CHEMICAL SALES & SERVICE	1,117.40
101	EVANS & COMPANY	8,125.00
102	EXPRESS OIL CHANGE	152.13
103	FASTENAL	538.60
104	FEDEX	76.18
105	FERGUSON ENTERPRISES INC	48.58
106	FITZGERALD CONSTRUCTION, LLC	63,438.15
107	FLEETPRIDE	946.16
108	FLORIDA-ALABAMA TPO	6,461.00
109	FORESTRY SUPPLIERS INC	34.12
110	GALL'S LLC	903.00
111	GAYLORD BROTHERS	60.34
112	GILMORE SERVICES	34.00
113	GLOBAL INDUSTRIES INC	2,847.60
114	GRAYBAR ELECTRIC CO INC	423.54
115	GSP MARKETING INC	1,566.62
116	GUARDIAN RFID	539.80
117	GULF COAST BUILDING SUPPLY & HARDWARE	41.45
118	GULF COAST COMMERCIAL MULTIPLE LISTING	135.00
119	GULF SHORES BOARD OF EDUCATION	30,026.82
120	GULF STATES DISTRIBUTORS	1,400.00
121	HELEN WALTON	14.56
122	HI-LINE	1,068.98
123	HILL'S PET NUTRITION INC	1,041.13
124	HISTORIC BLAKELY AUTHORITY	143,885.96
125	HOLLAND'S PAINT & BODY	2,013.00
126	HUNTER SECURITY INC	650.00
127	IMC HOSPITALIST LLC	354.61
128	IMC-EMERGENCY PHYSICIANS	305.76
129	INFIRMARY OCCUPATIONAL HEALTH PC	35.00
130	INGENUITY INC	658.31
131	INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION INC	4,040.00
132	INTERSTATE BILLING SERVICE INC	193.83
133	IRMA VAUTRIN	2.60
134	JAMES B. JOHNSON	7,758.77
135	JAMES P. NIX, JR.	4,133.33
136	JANI KING OF MOBILE	783.91
137	JANNA J. HEARN	20.80
138	JAZZY CLEAN JANITORIAL	548.86

Baldwin County Commission
Accounts Payable Payments
November 16, 2021

	Vendor Summary	Totals
139	JOSEPH L DAVIS III	372.80
140	JUVENILE DETENTION FACILITY	19,663.45
141	K & K SYSTEMS INC	6,922.21
142	KAY W CATONE	5.20
143	KEET CONSULTING SERVICES LLC	8,550.00
144	KENDEL HENDERSON	105.84
145	KENT ANTHONY GERBER	20.00
146	KENTWOOD SPRING WATER	100.49
147	KEYPORT WAREHOUSING INC	360.00
148	KNOWLEDGE POWERED SOLUTIONS LIMITED	14,900.00
149	KRISTEN M RAWSON	144.88
150	LABORATORY CORP OF AMERICA HOLDINGS	1,809.00
151	LARRY E BEAUCHAMP	96.00
152	LEAH WILSON	4.00
153	LIFESTAR ALTERNATIVE TRANSPOORT SVC, LLC	2,400.00
154	LISA A. HOBART, LLC	1,100.00
155	LISA S WILLIAMS	30.24
156	LOWE'S - DAPHNE	13,231.73
157	LOWE'S - FOLEY	665.49
158	LOXLEY AUTO PARTS AND HARDWARE	159.68
159	M & A SUPPLY	543.98
160	MAC'S AUTOGLASS LLC	1,749.99
161	MARGARET ROSE RATCLIFF	134.80
162	MARILYN DILLON	8.00
163	MARTIN MARIETTA MATERIALS	16,269.50
164	MARY K WHITE	38.08
165	MATHES OF ALABAMA ELECTRIC SUPPLY	16.29
166	MATTHEW BENDER	125.43
167	McGRIFF TIRE CO INC	44,963.41
168	MCPHERSON OIL CO INC/DBA FUELMAN	3,243.14
169	MOBILE ASPHALT CO LLC	474,813.34
170	MOBILE BAY NATIONAL ESTUARY PROGRAM	75,000.00
171	MOBILE PRESS REGISTER	150.08
172	MOTOROLA SOLUTIONS INC	262,568.78
173	MOYER FORD SALES INC	480.78
174	MWI ANIMAL HEALTH	2,375.21
175	NAFECO	216.57
176	NEEL-SCHAFFER INC	10,635.99
177	NELL CALLOWAY	4.40
178	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	176.82
179	NICHOLAS R BROWN	17.94
180	NINA L CLARK	9.60
181	NORTH BALDWIN ANIMAL SHELTER INC	20,000.00
182	NORTH BALDWIN CHAMBER OF COMMERCE	100.00
183	NORTH BALDWIN FAMILY PHARMACY	65.57
184	NORTH BALDWIN INFIRMARY	18,969.20

Baldwin County Commission
Accounts Payable Payments
November 16, 2021

	Vendor Summary	Totals
185	OFFICE OF PROSECUTION SERVICES	406.89
186	ONETIME-REFUND	7,134.78
187	ONLINE SOLUTIONS, LLC	1,425.00
188	OPC NEWS, LLC	4,617.76
189	O'REILLY AUTO PARTS	4,065.81
190	PARTNERS MANAGING GENERAL UNDERWRITERS	63,564.30
191	PEREGRINE SERVICES INC	16,488.74
192	PH & J ARCHITECTS INC	4,044.49
193	PLUMCORE, INC.	95,317.70
194	PNC BANK	2,077.23
195	POWER SYSTEMS OF MS	21,906.00
196	POWERPLAN	273.00
197	PPG ARCHITECTURAL FINISHES, INC.	39,600.00
198	PRIME DATA LLC	6,000.00
199	PRO-CHEM INC	2,086.66
200	QCHC INC	8,000.00
201	QUADIENT LEASING USA, INC	1,357.44
202	RDA SERVICE COMPANY	12,555.00
203	READY MIX USA LLC	545.01
204	REGIONS BANK CORP TRUST	768,224.68
205	REPUBLIC SERVICES #986	1,209.00
206	ROBERTSDALE AUTO PARTS INC	4,699.54
207	ROBERTSDALE POWER EQUIPMENT	314.31
208	S & S SPRINKLER CO LLC	350.00
209	SALLY MORGAN LUDKE	28.00
210	SAM'S CLUB DIRECT	969.78
211	SANDY SANSING FORD	3,736.59
212	SAWGRASS CONSULTING LLC	11,580.00
213	SERVICEMASTER ACTION CLEANING	1,048.00
214	SHERRI L PARMER	39.76
215	SOFTWARE HOUSE INT dba SHI	25,529.95
216	SOUTH ALABAMA REGIONAL	43,763.97
217	SOUTH ALABAMA REGIONAL PLANNING COMM	520.12
218	SOUTH BALDWIN CHAMBER OF COMMERCE	55,000.00
219	SOUTHDATA INC	7,814.01
220	SOUTHERN TIRE MART	1,308.00
221	SOUTHERNCARLSON SYSTEMS	1,970.00
222	STAPLES CONTRACT & COMMERCIAL INC	11,327.93
223	STONE CROSBY PC	33,656.60
224	SUSAN L HARMON	136.00
225	SWEAT TIRE	94.70
226	SWEAT TIRE - BAY MINETTE	868.37
227	SWEAT TIRE - ROBERTSDALE	79.95
228	TANZIE SHOOTS	315.80
229	THE PRINT SHOP	1,449.85
230	THOMPSON ENGINEERING	2,471.35

Baldwin County Commission
Accounts Payable Payments
November 16, 2021

	Vendor Summary	Totals
231	THOMPSON TRACTOR CO	365,113.41
232	TONY'S TOWING INC	866.25
233	TRANE-MOBILE PARTS CENTER	2,167.04
234	TRANSUNION RISK & ALTERNATIVE	405.10
235	TRAVIS PAUL MD PC	2,213.00
236	TRIPLE "A" FIRE PROTECTION INC	1,525.00
237	TSA INC	1,151.00
238	TTL, INC.	38,712.88
239	TWO-WAY COMMUNICATIONS INC	6,583.33
240	TYLER TECHNOLOGIES, INC.	11,940.00
241	U S SECURITY SYSTEMS INC	1,046.00
242	USS ALABAMA BATTLESHIP COMMISSION	10,000.00
243	VIA MOBILITY, LLC	13,500.00
244	VOLKERT INC	34,209.83
245	VULCAN SIGNS	1,432.14
246	W H THOMAS OIL CO INC	3,839.75
247	W W GRAINGER	2,847.36
248	WALTER CRAIG, LLC	43.13
249	WESCO - FOLEY	406.63
250	WESCO RECEIVABLES CORP	1,824.28
251	WEST GROUP PAYMENT CENTER	1,245.61
252	WILMA L JAYJOHN	118.40
253	WITTICHEN SUPPLY	175.16
254	WM CORPORATE SERVICES, INC	1,381.91
255	WRIGHTS MOTOR PARTS INC	765.88
256	XEROX CORP	166.70
257	ZACK LONG	545.00
258	ZEP MANUFACTURING COMPANY	472.41
	Grand Total	**4,440,784.93**

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243648	11/16/2021	PRINTED	158051	4IMPRINT INC	2,569.59			
243649	11/16/2021	PRINTED	010448	A & M PORTABLES INC	4,743.00			
243650	11/16/2021	PRINTED	087089	A PRECISION AUTO GLASS IN	295.00			
243651	11/16/2021	PRINTED	001994	ACCMA	30.00			
243652	11/16/2021	PRINTED	010003	ACCURATE CONTROL EQUIPMEN	585.85			
243653	11/16/2021	PRINTED	001834	ADVANCED ASPHALT PRODUCTS	540.00			
243654	11/16/2021	PRINTED	148734	AIRGAS USA LLC	76.04			
243655	11/16/2021	PRINTED	054317	AL STATE DEPT OF REVENUE	72.75			
243656	11/16/2021	PRINTED	100474	AL STATE DEPT OF TRANSPOR	913.39			
243657	11/16/2021	PRINTED	010107	ALABAMA ASSN OF PUBLIC PE	425.00			
243658	11/16/2021	PRINTED	181921	ALABAMA COASTAL RADIOLOGY	329.83			
243659	11/16/2021	PRINTED	125559	ALABAMA HISTORICAL ASSN	540.00			
243660	11/16/2021	PRINTED	192707	ALLIANCE RENEWABLE TECHNO	18,600.00			
243661	11/16/2021	PRINTED	181852	ALTA POINTE HEALTH SYSTEM	25,920.00			
243662	11/16/2021	PRINTED	041726	ANIMAL CARE EQUIPMENT &	79.26			
243663	11/16/2021	PRINTED	187137	ARCHIVE SOCIAL	7,188.00			
243664	11/16/2021	PRINTED	085534	ASSN OF ALABAMA TAX ADMIN	150.00			
243665	11/16/2021	PRINTED	085534	ASSN OF ALABAMA TAX ADMIN	150.00			
243666	11/16/2021	PRINTED	085534	ASSN OF ALABAMA TAX ADMIN	150.00			
243667	11/16/2021	PRINTED	085534	ASSN OF ALABAMA TAX ADMIN	150.00			
243668	11/16/2021	PRINTED	085534	ASSN OF ALABAMA TAX ADMIN	150.00			
243669	11/16/2021	PRINTED	085534	ASSN OF ALABAMA TAX ADMIN	150.00			
243670	11/16/2021	PRINTED	065824	ASSN OF STATE FLOODPLAIN	495.00			
243671	11/16/2021	PRINTED	065824	ASSN OF STATE FLOODPLAIN	165.00			
243672	11/16/2021	PRINTED	147310	AUTOMATED DOOR WAYS INC	350.00			
243673	11/16/2021	PRINTED	181136	B I INCORPORATED	350.00			
243674	11/16/2021	PRINTED	163096	B&H PHOTO & ELECTRONICS C	12,762.43			
243675	11/16/2021	PRINTED	014043	BALDWIN CNTY ASSN OF REAL	1,255.33			
243676	11/16/2021	PRINTED	014043	BALDWIN CNTY ASSN OF REAL	1,255.33			
243677	11/16/2021	PRINTED	014043	BALDWIN CNTY ASSN OF REAL	266.00			
243678	11/16/2021	PRINTED	014043	BALDWIN CNTY ASSN OF REAL	266.00			
243679	11/16/2021	PRINTED	014553	BALDWIN CNTY ECONOMIC DEV	2,688.35			
243680	11/16/2021	PRINTED	014567	BALDWIN CNTY FAMILY VIOLE	1,340.69			
243681	11/16/2021	PRINTED	066034	BALDWIN CNTY HUMAN RESOUR	446.90			
243682	11/16/2021	PRINTED	148777	BALDWIN CNTY PROBATE COUR	25.00			
243683	11/16/2021	PRINTED	010307	BALDWIN CNTY SHERIFF'S BO	1,340.69			
243684	11/16/2021	PRINTED	136611	BALDWIN CNTY SHERIFF'S OF	1,460.00			
243685	11/16/2021	PRINTED	136611	BALDWIN CNTY SHERIFF'S OF	2,612.31			
243686	11/16/2021	PRINTED	136611	BALDWIN CNTY SHERIFF'S OF	994.50			
243687	11/16/2021	PRINTED	105048	BALDWIN CNTY SOLID WASTE	2,341.47			
243688	11/16/2021	PRINTED	190879	BALDWIN EMERGENCY MEDICAL	1,516.00			
243689	11/16/2021	PRINTED	048928	BALDWIN SIGNS	250.00			
243690	11/16/2021	PRINTED	098597	BALDWIN TRACTOR & EQUIPME	135.74			
243691	11/16/2021	PRINTED	014132	BALDWIN YOUTH SERVICES	3,252.07			
243692	11/16/2021	PRINTED	162894	BARBARA J HAMLIN	12.00			
243693	11/16/2021	PRINTED	014029	BAY MINETTE BUILDING SUPP	193.99			
243694	11/16/2021	PRINTED	094182	BAY MINETTE YOUTH PROGRAM	1,340.69			
243695	11/16/2021	PRINTED	054050	BAY SIDE RUBBER & PRODUCT	517.11			
243696	11/16/2021	PRINTED	103114	BAY UTILITY TRAILERS INC	495.00			
243697	11/16/2021	PRINTED	095468	BAY WINDOWS	45.00			
243698	11/16/2021	PRINTED	182097	BB&T-CREATIVE PAYMENT SOL	157.50			
243699	11/16/2021	PRINTED	185645	BEARD EQUIPMENT - MOBILE	248.58			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243700	11/16/2021	PRINTED	014075	POWERPLAN	273.00			
243701	11/16/2021	PRINTED	079396	BEHAVIORAL HEALTH SYSTEMS	360.00			
243702	11/16/2021	PRINTED	188692	BEVERLY G CUTRO	6.40			
243703	11/16/2021	PRINTED	119204	BLACKBOX NETWORK SERVICES	345.00			
243704	11/16/2021	PRINTED	014006	BLOSSMAN GAS INC - FOLEY	48.06			
243705	11/16/2021	PRINTED	001867	NEW DAIRY OPCO, LLC DBA B	176.82			
243706	11/16/2021	PRINTED	101717	BRINK'S INCORPORATED	263.70			
243707	11/16/2021	PRINTED	193326	NICHOLAS R BROWN	17.94			
243708	11/16/2021	PRINTED	133920	C & H CONSTRUCTION SERVIC	7,800.00			
243709	11/16/2021	PRINTED	092208	CARE HOUSE INC	3,351.72			
243710	11/16/2021	PRINTED	184928	CAROLYN FREEMAN	8.00			
243711	11/16/2021	PRINTED	183314	CASCADE ENGINEERING INC	35,849.60			
243712	11/16/2021	PRINTED	102875	CDW - GOVERNMENT, INC	40,441.89			
243713	11/16/2021	PRINTED	027733	CENTRAL BALDWIN CHAMBER O	5,000.00			
243714	11/16/2021	PRINTED	019013	CENTRAL GLASS CO	465.00			
243715	11/16/2021	PRINTED	180354	CERTIFIED LABORATORIES DI	6,660.66			
243716	11/16/2021	PRINTED	116898	CHARM-TEX INC	1,973.00			
243717	11/16/2021	PRINTED	094060	CHUCK STEVENS AUTO INC	94.83			
243718	11/16/2021	PRINTED	180505	CHUCK STEVENS CHEVROLET O	9,556.91			
243719	11/16/2021	PRINTED	014572	CINDY HABER CENTER INC	5,586.21			
243720	11/16/2021	PRINTED	105435	CINTAS FIRST AID & SAFETY	42.34			
243721	11/16/2021	PRINTED	105435	CINTAS FIRST AID & SAFETY	312.84			
243722	11/16/2021	PRINTED	105435	CINTAS FIRST AID & SAFETY	13.65			
243723	11/16/2021	PRINTED	187695	CINTAS CORPORATION NO 2	2,500.17			
243724	11/16/2021	PRINTED	107086	CITY ELECTRIC SUPPLY - C.	906.92			
243725	11/16/2021	PRINTED	156427	CITY OF DAPHNE YOUTH PROG	1,340.69			
243726	11/16/2021	PRINTED	156443	CITY OF FAIRHOPE YOUTH PR	1,340.69			
243727	11/16/2021	PRINTED	156435	CITY OF FOLEY YOUTH PROGR	1,340.69			
243728	11/16/2021	PRINTED	027723	CLAUDIA'S MUD HUT	97.41			
243729	11/16/2021	PRINTED	180100	CLEVERDON FARMS	660.00			
243730	11/16/2021	PRINTED	025040	COASTAL ALABAMA COMMUNITY	7,892.45			
243731	11/16/2021	PRINTED	182244	COASTAL INDUSTRIAL SUPPLY	4,990.00			
243732	11/16/2021	PRINTED	181306	COBLENTZ EQUIPMENT & PART	177,900.00			
243733	11/16/2021	PRINTED	097682	COCA COLA BOTTLING CO CON	616.00			
243734	11/16/2021	PRINTED	070017	COMMUNITY TRANSPORTATION	1,250.00			
243735	11/16/2021	PRINTED	001887	CONSOLIDATED PIPE & SUPPL	85.00			
243736	11/16/2021	PRINTED	181821	COPY PRODUCTS COMPANY	80.00			
243737	11/16/2021	PRINTED	192569	CREEK CLEAN, LLC	26,800.00			
243738	11/16/2021	PRINTED	192592	CARJETTA CROOK	17.81			
243739	11/16/2021	PRINTED	115852	DADE PAPER & BAG CO	6,876.10			
243740	11/16/2021	PRINTED	187807	DAVID B PIMPERL	1,275.00			
243741	11/16/2021	PRINTED	189627	JOSEPH L DAVIS III	372.80			
243742	11/16/2021	PRINTED	021179	DAVISON OIL COMPANY INC	126,373.18			
243743	11/16/2021	PRINTED	111641	DAWN HOUSE	1,340.69			
243744	11/16/2021	PRINTED	180834	DEANNA VICICH COX	2,100.00			
243745	11/16/2021	PRINTED	147221	DEL CITY	808.44			
243746	11/16/2021	PRINTED	021252	DELTA COMPUTER SYSTEMS IN	17,200.02			
243747	11/16/2021	PRINTED	001844	DESIGN FRENZY, INC.	500.00			
243748	11/16/2021	PRINTED	001982	DESIGNALABAMA, INC.	2,345.08			
243749	11/16/2021	PRINTED	136215	DIAGNOSTIC & MEDICAL CLIN	123.16			
243750	11/16/2021	PRINTED	021127	DISTRICT ATTORNEY'S OFFIC	16,071.31			
243751	11/16/2021	PRINTED	021127	DISTRICT ATTORNEY'S OFFIC	2,421.73			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243752	11/16/2021	PRINTED	021127	DISTRICT ATTORNEY'S OFFIC	1,622.20			
243753	11/16/2021	PRINTED	121857	DIVERSIFIED COMPUTER SERV	800.00			
243754	11/16/2021	PRINTED	152776	DOUBLE AA CONSTRUCTION CO	262,000.00			
243755	11/16/2021	PRINTED	062295	EASTERN SHORE CHAMBER OF	5,000.00			
243756	11/16/2021	PRINTED	062623	EMPIRE TRUCK SALES INC	74.34			
243757	11/16/2021	PRINTED	104310	EMPLOYMENT SCREENING SERV	563.52			
243758	11/16/2021	PRINTED	025048	EQUIPMENT SALES CO	5,807.53			
243759	11/16/2021	PRINTED	086633	ETOWAH CHEMICAL SALES & S	1,117.40			
243760	11/16/2021	PRINTED	043932	EVANS & COMPANY	8,125.00			
243761	11/16/2021	PRINTED	126261	EXPRESS OIL CHANGE	87.96			
243762	11/16/2021	PRINTED	094932	EXPRESS OIL CHANGE	64.17			
243763	11/16/2021	PRINTED	159556	FASTENAL - SUMMERDALE	538.60			
243764	11/16/2021	PRINTED	041646	FEDEX	36.61			
243765	11/16/2021	PRINTED	041646	FEDEX	30.07			
243766	11/16/2021	PRINTED	041646	FEDEX	9.50			
243767	11/16/2021	PRINTED	142551	FERGUSON ENTERPRISES INC	48.58			
243768	11/16/2021	PRINTED	001929	FITZGERALD CONSTRUCTION,	63,438.15			
243769	11/16/2021	PRINTED	095071	FLEETPRIDE	946.16			
243770	11/16/2021	PRINTED	131027	FLORIDA-ALABAMA TPO	6,461.00			
243771	11/16/2021	PRINTED	025121	FORESTRY SUPPLIERS INC	34.12			
243772	11/16/2021	PRINTED	027263	GALL'S LLC	903.00			
243773	11/16/2021	PRINTED	116847	ANU K GARY	54.49			
243774	11/16/2021	PRINTED	075053	GAYLORD BROTHERS	60.34			
243775	11/16/2021	PRINTED	185711	GILMORE SERVICES	34.00			
243776	11/16/2021	PRINTED	184368	GLOBAL INDUSTRIES INC	2,847.60			
243777	11/16/2021	PRINTED	027012	GRAYBAR ELECTRIC CO INC -	423.54			
243778	11/16/2021	PRINTED	189486	GSP MARKETING INC	1,566.62			
243779	11/16/2021	PRINTED	188260	GUARDIAN RFID	539.80			
243780	11/16/2021	PRINTED	181424	GULF COAST BUILDING SUPPL	41.45			
243781	11/16/2021	PRINTED	187222	GULF COAST COMMERCIAL MUL	135.00			
243782	11/16/2021	PRINTED	027022	OPC NEWS, LLC	4,617.76			
243783	11/16/2021	PRINTED	027242	INTERSTATE BILLING SERVIC	193.83			
243784	11/16/2021	PRINTED	027181	GULF STATES DISTRIBUTORS	1,400.00			
243785	11/16/2021	PRINTED	001993	SUSAN L HARMON	136.00			
243786	11/16/2021	PRINTED	192748	JANNA J. HEARN	20.80			
243787	11/16/2021	PRINTED	183951	KENDEL HENDERSON	105.84			
243788	11/16/2021	PRINTED	120432	HI-LINE	1,068.98			
243789	11/16/2021	PRINTED	188391	HILL'S PET NUTRITION INC	226.80			
243790	11/16/2021	PRINTED	188391	HILL'S PET NUTRITION INC	814.33			
243791	11/16/2021	PRINTED	116126	HISTORIC BLAKELY AUTHORIT	143,885.96			
243792	11/16/2021	PRINTED	185351	HOLLAND'S PAINT & BODY	2,013.00			
243793	11/16/2021	PRINTED	032419	HUNTER SECURITY INC	650.00			
243794	11/16/2021	PRINTED	189455	IMC HOSPITALIST LLC	354.61			
243795	11/16/2021	PRINTED	190029	IMC-EMERGENCY PHYSICIANS	305.76			
243796	11/16/2021	PRINTED	099320	INFIRMARY OCCUPATIONAL HE	35.00			
243797	11/16/2021	PRINTED	189759	INGENUITY INC	658.31			
243798	11/16/2021	PRINTED	001932	INTERNATIONAL MUNICIPAL S	110.00			
243799	11/16/2021	PRINTED	001932	INTERNATIONAL MUNICIPAL S	3,930.00			
243800	11/16/2021	PRINTED	078043	IRMA VAUTRIN	2.60			
243801	11/16/2021	PRINTED	087767	JANI KING OF MOBILE	783.91			
243802	11/16/2021	PRINTED	143271	JAZZY CLEAN JANITORIAL	548.86			
243803	11/16/2021	PRINTED	000105	JUVENILE DETENTION FACILI	19,663.45			

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243804	11/16/2021	PRINTED	121451	K & K SYSTEMS INC	6,922.21			
243805	11/16/2021	PRINTED	180694	KAY W CATONE	5.20			
243806	11/16/2021	PRINTED	107220	KEET CONSULTING SERVICES	8,550.00			
243807	11/16/2021	PRINTED	183056	KENT ANTHONY GERBER	20.00			
243808	11/16/2021	PRINTED	039466	KENTWOOD SPRING WATER	75.95			
243809	11/16/2021	PRINTED	039466	KENTWOOD SPRING WATER	24.54			
243810	11/16/2021	PRINTED	095783	CORPORATE BILLING	1,760.19			
243811	11/16/2021	PRINTED	192791	KEYPORT WAREHOUSING INC	360.00			
243812	11/16/2021	PRINTED	189018	KNOWLEDGE POWERED SOLUTIO	14,900.00			
243813	11/16/2021	PRINTED	127597	LABORATORY CORP OF AMERIC	1,809.00			
243814	11/16/2021	PRINTED	191434	LARRY E BEAUCHAMP	96.00			
243815	11/16/2021	PRINTED	185113	LEAH WILSON	4.00			
243816	11/16/2021	PRINTED	192692	LIFESTAR ALTERNATIVE TRAN	2,400.00			
243817	11/16/2021	PRINTED	001925	LISA A. HOBART, LLC	1,100.00			
243818	11/16/2021	PRINTED	136872	LOWE'S - DAPHNE	13,231.73			
243819	11/16/2021	PRINTED	087716	LOWE'S - FOLEY	665.49			
243820	11/16/2021	PRINTED	181230	LOXLEY AUTO PARTS AND HAR	159.68			
243821	11/16/2021	PRINTED	188753	SALLY MORGAN LUDKE	28.00			
243822	11/16/2021	PRINTED	182243	M & A SUPPLY	543.98			
243823	11/16/2021	PRINTED	185396	MAC'S AUTOGLASS LLC	1,749.99			
243824	11/16/2021	PRINTED	001952	MARGARET ROSE RATCLIFF	134.80			
243825	11/16/2021	PRINTED	193194	MARILYN DILLON	8.00			
243826	11/16/2021	PRINTED	036513	MARTIN MARIETTA MATERIALS	16,269.50			
243827	11/16/2021	PRINTED	040034	MATHES OF ALABAMA ELECTRI	16.29			
243828	11/16/2021	PRINTED	099514	MATTHEW BENDER	125.43			
243829	11/16/2021	PRINTED	149690	McGRIFF TIRE CO INC	44,963.41			
243830	11/16/2021	PRINTED	098634	MCPHERSON OIL CO INC/DBA	3,243.14			
243831	11/16/2021	PRINTED	040589	MOBILE ASPHALT CO LLC	474,813.34			
243832	11/16/2021	PRINTED	068785	MOBILE BAY NATIONAL ESTUA	75,000.00			
243833	11/16/2021	PRINTED	089762	MOBILE PRESS REGISTER	45.79			
243834	11/16/2021	PRINTED	089762	MOBILE PRESS REGISTER	104.29			
243835	11/16/2021	PRINTED	180154	MOTOROLA SOLUTIONS INC	262,568.78			
243836	11/16/2021	PRINTED	040019	MOYER FORD SALES INC	480.78			
243837	11/16/2021	PRINTED	187817	MWI ANIMAL HEALTH	2,375.21			
243838	11/16/2021	PRINTED	064303	NAFECO	216.57			
243839	11/16/2021	PRINTED	165673	NEEL-SCHAFFER INC	10,635.99			
243840	11/16/2021	PRINTED	094617	NELL CALLOWAY	4.40			
243841	11/16/2021	PRINTED	184807	CHERYL NELSON	30.46			
243842	11/16/2021	PRINTED	191436	NINA L CLARK	9.60			
243843	11/16/2021	PRINTED	165323	NORTH BALDWIN ANIMAL SHEL	20,000.00			
243844	11/16/2021	PRINTED	014601	NORTH BALDWIN CHAMBER OF	100.00			
243845	11/16/2021	PRINTED	061292	NORTH BALDWIN FAMILY PHAR	65.57			
243846	11/16/2021	PRINTED	040026	NORTH BALDWIN INFIRMARY	18,969.20			
243847	11/16/2021	PRINTED	181574	O'REILLY AUTO PARTS	4,065.81			
243848	11/16/2021	PRINTED	043012	OFFICE OF PROSECUTION SER	406.89			
243849	11/16/2021	PRINTED	999990	JASON & ALICIA VICARS	21.00			
243850	11/16/2021	PRINTED	999990	AARON EATON	16.00			
243851	11/16/2021	PRINTED	999990	ANTHONY HELFERICH	30.00			
243852	11/16/2021	PRINTED	999990	APRIL EUBANKS	30.00			
243853	11/16/2021	PRINTED	999990	ASHLEY & BEN MILNER	48.00			
243854	11/16/2021	PRINTED	999990	ASHLEY FOSTER	30.00			
243855	11/16/2021	PRINTED	999990	AUSTIN & STACY SHEPARD	30.00			

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243856	11/16/2021	PRINTED	999990	BETHANY C HOPKINS	33.75			
243857	11/16/2021	PRINTED	999990	BETTY & PETER WARD	16.00			
243858	11/16/2021	PRINTED	999990	BROOKE ROLADER	30.00			
243859	11/16/2021	PRINTED	999990	CARRIE M THIEL	30.00			
243860	11/16/2021	PRINTED	999990	CATHERYN STOEVSAND	42.00			
243861	11/16/2021	PRINTED	999990	DAVID C ECKMAN	30.00			
243862	11/16/2021	PRINTED	999990	DAWN NICHOLSON	30.00			
243863	11/16/2021	PRINTED	999990	DILMAR OIL COMPANY, INC.	150.38			
243864	11/16/2021	PRINTED	999990	DONNA B CARTER	30.00			
243865	11/16/2021	PRINTED	999990	DYEATRA TODD	16.00			
243866	11/16/2021	PRINTED	999990	ERIC TILSON	30.00			
243867	11/16/2021	PRINTED	999990	ESTATE OF DELORES BONAL	16.00			
243868	11/16/2021	PRINTED	999990	FT MORGAN ADVENTURES	32.00			
243869	11/16/2021	PRINTED	999990	GILBERT & STEFANIE LOCKLE	21.00			
243870	11/16/2021	PRINTED	999990	JAMES & JANE WOOD	16.00			
243871	11/16/2021	PRINTED	999990	JAMES K BROWN	30.00			
243872	11/16/2021	PRINTED	999990	JAMES W. HINOTE	32.00			
243873	11/16/2021	PRINTED	999990	JOHN & ALICE GROSS	16.00			
243874	11/16/2021	PRINTED	999990	JOHN STOLAR	48.00			
243875	11/16/2021	PRINTED	999990	JORDAN HODGES	16.00			
243876	11/16/2021	PRINTED	999990	JUDY SIGLER	32.00			
243877	11/16/2021	PRINTED	999990	LINDSEY MEARS	30.00			
243878	11/16/2021	PRINTED	999990	LISA FOURROUX	32.00			
243879	11/16/2021	PRINTED	999990	LOLLY'S LLC	32.00			
243880	11/16/2021	PRINTED	999990	LOU SMITH	117.50			
243881	11/16/2021	PRINTED	999990	LUCY M RICHTER	32.00			
243882	11/16/2021	PRINTED	999990	MAEGAN MCDONALD	32.00			
243883	11/16/2021	PRINTED	999990	MARI MCKINNEY	32.00			
243884	11/16/2021	PRINTED	999990	MARTHA & THOMAS LYNCH	16.00			
243885	11/16/2021	PRINTED	999990	MATT & STEPHANIE BELL	16.00			
243886	11/16/2021	PRINTED	999990	MATTHEW & MORGAN NOTO	30.00			
243887	11/16/2021	PRINTED	999990	MAYTE & ANTONIO ASUN	37.00			
243888	11/16/2021	PRINTED	999990	MICHAEL & HEATHER HAWTHOR	128.00			
243889	11/16/2021	PRINTED	999990	MICHAEL B WOOD	1,179.75			
243890	11/16/2021	PRINTED	999990	NEAL PHILLIPS	350.13			
243891	11/16/2021	PRINTED	999990	OAK TRACE INVESTMENTS LLC	131.60			
243892	11/16/2021	PRINTED	999990	PAT RANDOLPH	16.00			
243893	11/16/2021	PRINTED	999990	RANDALL VINSON JR	16.00			
243894	11/16/2021	PRINTED	999990	RANDOLPH BURGE	490.88			
243895	11/16/2021	PRINTED	999990	ROBERT HUNTER	30.00			
243896	11/16/2021	PRINTED	999990	RONALD ALLEN	16.00			
243897	11/16/2021	PRINTED	999990	ROOFERS MART SOUTHEAST, I	1,147.43			
243898	11/16/2021	PRINTED	999990	SANDY HORN	759.00			
243899	11/16/2021	PRINTED	999990	SCOTT & HEATHER DEVILLIER	16.00			
243900	11/16/2021	PRINTED	999990	SHANNA PRICE	30.00			
243901	11/16/2021	PRINTED	999990	SMARTSTYLE HAIR SALONS	420.90			
243902	11/16/2021	PRINTED	999990	SOUTHERN READY MIX LLC	614.86			
243903	11/16/2021	PRINTED	999990	STACY D LEWIS	315.60			
243904	11/16/2021	PRINTED	999990	STEVEN SOLBERG	21.00			
243905	11/16/2021	PRINTED	999990	SUSAN POND	30.00			
243906	11/16/2021	PRINTED	999990	THOMAS & AMANDA ESTELL	30.00			
243907	11/16/2021	PRINTED	999990	THOMAS E KEY	30.00			

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243908	11/16/2021	PRINTED	999990	TIMOTHY & KAREN SMITH	21.00			
243909	11/16/2021	PRINTED	999990	VEL MCKLEROY	16.00			
243910	11/16/2021	PRINTED	999990	WHITNEY ROBERTS	16.00			
243911	11/16/2021	PRINTED	193081	ONLINE SOLUTIONS, LLC	1,425.00			
243912	11/16/2021	PRINTED	171635	SHERRI L PARMER	39.76			
243913	11/16/2021	PRINTED	186450	PARTNERS MANAGING GENERAL	63,564.30			
243914	11/16/2021	PRINTED	121216	PEREGRINE SERVICES INC	16,488.74			
243915	11/16/2021	PRINTED	047503	PH & J ARCHITECTS INC	4,044.49			
243916	11/16/2021	PRINTED	192408	PLUMCORE, INC.	95,317.70			
243917	11/16/2021	PRINTED	181237	PNC BANK	2,077.23			
243918	11/16/2021	PRINTED	185084	POWER SYSTEMS OF MS	21,906.00			
243919	11/16/2021	PRINTED	192465	PPG ARCHITECTURAL FINISHE	39,600.00			
243920	11/16/2021	PRINTED	002000	PRIME DATA LLC	6,000.00			
243921	11/16/2021	PRINTED	048258	PRO-CHEM INC	2,086.66			
243922	11/16/2021	PRINTED	186326	QCHC INC	8,000.00			
243923	11/16/2021	PRINTED	191947	QUADIENT LEASING USA, INC	1,357.44			
243924	11/16/2021	PRINTED	190609	KRISTEN M RAWSON	144.88			
243925	11/16/2021	PRINTED	081752	RDA SERVICE COMPANY	12,555.00			
243926	11/16/2021	PRINTED	183407	READY MIX USA LLC	545.01			
243927	11/16/2021	PRINTED	123781	REGIONS BANK CORP TRUST	3,580.00			
243928	11/16/2021	PRINTED	183649	REPUBLIC SERVICES #986	1,209.00			
243929	11/16/2021	PRINTED	051009	ROBERTSDALE AUTO PARTS IN	4,699.54			
243930	11/16/2021	PRINTED	051040	ROBERTSDALE POWER EQUIPME	314.31			
243931	11/16/2021	PRINTED	148224	S & S SPRINKLER CO LLC	350.00			
243932	11/16/2021	PRINTED	128354	SAM'S CLUB DIRECT	969.78			
243933	11/16/2021	PRINTED	181284	SANDY SANSING FORD	3,736.59			
243934	11/16/2021	PRINTED	183571	SAWGRASS CONSULTING LLC	11,580.00			
243935	11/16/2021	PRINTED	056733	SERVICEMASTER ACTION CLEA	1,048.00			
243936	11/16/2021	PRINTED	193275	BRITTANY SHEALY	123.00			
243937	11/16/2021	PRINTED	183151	TANZIE SHOOTS	315.80			
243938	11/16/2021	PRINTED	123300	SOFTWARE HOUSE INT dba SH	25,529.95			
243939	11/16/2021	PRINTED	054037	SOUTH ALABAMA REGIONAL	43,763.97			
243940	11/16/2021	PRINTED	054083	SOUTH ALABAMA REGIONAL PL	520.12			
243941	11/16/2021	PRINTED	141842	SOUTH BALDWIN CHAMBER OF	55,000.00			
243942	11/16/2021	PRINTED	170536	SOUTHDATA INC	7,814.01			
243943	11/16/2021	PRINTED	190650	SOUTHERN TIRE MART	1,308.00			
243944	11/16/2021	PRINTED	183476	SOUTHERNCARLSON SYSTEMS	1,970.00			
243945	11/16/2021	PRINTED	185594	STAPLES CONTRACT & COMMER	11,327.93			
243946	11/16/2021	PRINTED	065091	STONE CROSBY PC	33,656.60			
243947	11/16/2021	PRINTED	162616	SWEAT TIRE - BAY MINETTE	868.37			
243948	11/16/2021	PRINTED	181289	SWEAT TIRE	94.70			
243949	11/16/2021	PRINTED	054042	SWEAT TIRE - ROBERTSDALE	79.95			
243950	11/16/2021	PRINTED	184294	THE PRINT SHOP	1,449.85			
243951	11/16/2021	PRINTED	123908	THOMPSON ENGINEERING	2,471.35			
243952	11/16/2021	PRINTED	057071	THOMPSON TRACTOR CO	365,113.41			
243953	11/16/2021	PRINTED	057327	TONY'S TOWING INC	866.25			
243954	11/16/2021	PRINTED	158123	TRANE-MOBILE PARTS CENTER	2,167.04			
243955	11/16/2021	PRINTED	183743	TRANSUNION RISK & ALTERNA	405.10			
243956	11/16/2021	PRINTED	138958	TRAVIS PAUL MD PC	2,213.00			
243957	11/16/2021	PRINTED	058288	TRIPLE "A" FIRE PROTECTIO	1,525.00			
243958	11/16/2021	PRINTED	166975	TSA INC	1,151.00			
243959	11/16/2021	PRINTED	192180	TTL, INC.	38,712.88			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243960	11/16/2021	PRINTED	057304	TWO-WAY COMMUNICATIONS IN	6,583.33			
243961	11/16/2021	PRINTED	190884	TYLER TECHNOLOGIES, INC.	11,940.00			
243962	11/16/2021	PRINTED	095505	U S SECURITY SYSTEMS INC	1,046.00			
243963	11/16/2021	PRINTED	077606	USS ALABAMA BATTLESHIP CO	10,000.00			
243964	11/16/2021	PRINTED	192322	VIA MOBILITY, LLC	13,500.00			
243965	11/16/2021	PRINTED	066295	VOLKERT INC	34,209.83			
243966	11/16/2021	PRINTED	065007	VULCAN SIGNS	1,432.14			
243967	11/16/2021	PRINTED	169455	W H THOMAS OIL CO INC	3,839.75			
243968	11/16/2021	PRINTED	084216	W W GRAINGER	2,847.36			
243969	11/16/2021	PRINTED	085307	CAPITAL ONE	65.20			
243970	11/16/2021	PRINTED	190131	WALTER CRAIG, LLC	43.13			
243971	11/16/2021	PRINTED	184040	HELEN WALTON	14.56			
243972	11/16/2021	PRINTED	118519	BRENDA WALZ	170.46			
243973	11/16/2021	PRINTED	181290	WESCO - FOLEY	406.63			
243974	11/16/2021	PRINTED	066024	WESCO RECEIVABLES CORP	1,824.28			
243975	11/16/2021	PRINTED	066029	WEST GROUP PAYMENT CENTER	1,004.07			
243976	11/16/2021	PRINTED	066029	WEST GROUP PAYMENT CENTER	241.54			
243977	11/16/2021	PRINTED	103202	MARY K WHITE	38.08			
243978	11/16/2021	PRINTED	187742	LISA S WILLIAMS	30.24			
243979	11/16/2021	PRINTED	180360	WILMA L JAYJOHN	118.40			
243980	11/16/2021	PRINTED	184892	WITTICHEN SUPPLY - DAPHNE	175.16			
243981	11/16/2021	PRINTED	066357	WM CORPORATE SERVICES, IN	1,381.91			
243982	11/16/2021	PRINTED	066006	WRIGHTS MOTOR PARTS INC	765.88			
243983	11/16/2021	PRINTED	066391	XEROX CORP	166.70			
243984	11/16/2021	PRINTED	110162	ZACK LONG	545.00			
243985	11/16/2021	PRINTED	095628	ZEP MANUFACTURING COMPANY	472.41			
		338 CHECKS		CASH ACCOUNT TOTAL	3,161,738.61	.00		

		UNCLEARED	CLEARED
338 CHECKS	FINAL TOTAL	3,161,738.61	.00

** END OF REPORT - Generated by Robin Gail. Benson **

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1586 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT / INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
191564	00000 JAMES P NIX JR	18998 NOV 2021		M111621A	4,133.33	.00	.00	9206092
CASH 999	2022/02	INV 11/01/2021	SEP-CHK: N	DISC: .00		10051600 51190	4,133.33	1099:
ACCT 10010	DEPT 555	DUE 11/16/2021	DESC:SUPERNUMERARY NOV 2021					
4095	00000 JOHNSON, JAMES B	18999 NOV 2021		M111621A	7,758.77	.00	.00	9206093
CASH 999	2022/02	INV 11/01/2021	SEP-CHK: N	DISC: .00		10052100 51190	7,758.77	1099:
ACCT 10010	DEPT 555	DUE 11/16/2021	DESC:RETIREMENT; NOV 2021					
123781	00000 REGIONS BANK COR	19001 11012021; 2012		M111621A	69,562.50	.00	.00	9206094
CASH 999	2022/02	INV 11/01/2021	SEP-CHK: N	DISC: .00		304 11500	69,562.50	1099:
ACCT 10010	DEPT 555	DUE 11/16/2021	DESC:2012 WARRANT; NOV 2021					
123781	00000 REGIONS BANK COR	19004 11012021; 2013		M111621A	136,890.62	.00	.00	9206095
CASH 999	2022/02	INV 11/01/2021	SEP-CHK: N	DISC: .00		304 11500	136,890.62	1099:
ACCT 10010	DEPT 555	DUE 11/16/2021	DESC:2013 WARRANT; NOV 2021					
123781	00000 REGIONS BANK COR	19006 11012021; 2014		M111621A	36,563.34	.00	.00	9206096
CASH 999	2022/02	INV 11/01/2021	SEP-CHK: N	DISC: .00		304 11500	36,563.34	1099:
ACCT 10010	DEPT 555	DUE 11/16/2021	DESC:2014 WARRANT; NOV 2021					
123781	00000 REGIONS BANK COR	19008 11012021; 2015		M111621A	219,208.34	.00	.00	9206097
CASH 999	2022/02	INV 11/01/2021	SEP-CHK: N	DISC: .00		304 11500	219,208.34	1099:
ACCT 10010	DEPT 555	DUE 11/16/2021	DESC:2015 WARRANT; NOV 2021					
123781	00000 REGIONS BANK COR	19010 11012021; 2020		M111621A	210,470.83	.00	.00	9206098
CASH 999	2022/02	INV 11/01/2021	SEP-CHK: N	DISC: .00		304 11500	210,470.83	1099:
ACCT 10010	DEPT 555	DUE 11/16/2021	DESC:2020 WARRANT; NOV 2021					
123781	00000 REGIONS BANK COR	19012 11012021; 2020B		M111621A	91,949.05	.00	.00	9206099
CASH 999	2022/02	INV 11/01/2021	SEP-CHK: N	DISC: .00		304 11500	91,949.05	1099:
ACCT 10010	DEPT 555	DUE 11/16/2021	DESC:2020B WARRANT; NOV 2021					

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1586 NEW INVOICES

VENDOR	REMIT	NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
8		APPROVED PAID INVOICES		TOTAL		776,536.78			
8		INVOICE(S)		REPORT POST TOTAL		776,536.78			

Baldwin County, AL

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1589 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14116	00000 BALDWIN CNTY BOA	19083 11082021		BE111621	468,164.72	.00	.00	9206100
CASH 999 ACCT 10010	2022/02 DEPT 555	INV 11/08/2021 DUE 11/16/2021	SEP-CHK: N DISC: .00 DESC:SALES/USE TAX			100 23100 100 23101	377,902.69 90,262.03	1099: 1099:
14116	00000 BALDWIN CNTY BOA	19084 103121		BE111621	4,318.00	.00	.00	9206101
CASH 999 ACCT 10010	2022/02 DEPT 555	INV 11/01/2021 DUE 11/16/2021	SEP-CHK: N DISC: .00 DESC:RESIDENT'S MEALS; OCT 2021			10552610 52180	4,318.00	1099:
2 APPROVED PAID INVOICES			TOTAL		472,482.72			
2 INVOICE(S)			REPORT POST TOTAL		472,482.72			

Baldwin County, AL

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1590 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
191392	00000 GULF SHORES BOAR	19085 11082021		GS111621	30,026.82	.00	.00	9206102
CASH 999	2022/02	INV 11/08/2021	SEP-CHK: N	DISC: .00		100 23110	23,499.80	1099:
ACCT 10010	DEPT 555	DUE 11/16/2021	DESC:SALES/USE TAX			100 23111	6,527.02	1099:
1 APPROVED PAID INVOICES				TOTAL	30,026.82			
1 INVOICE(S)				REPORT POST TOTAL	30,026.82			

Baldwin County Commission

Agenda Action Form

File #: 22-0198, **Version:** 1 **Item #:** EA2

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Dana Austin, Accounting Manager
Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE
Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION
Make the attached interim payments made by the Clerk/Treasurer totaling $5,757,454.85 (five million, seven hundred fifty-seven thousand, four hundred fifty-four dollars and eighty-five cents) a part of the minutes.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

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Baldwin County Commission
Interim Payments
November 16, 2021

Vendor Summary	Totals	Brief Description
AFLAC	20,731.56	Payroll
AL STATE DEPT OF TREASURY	2,837.30	Unclaimed Property FY21
ALABAMA CHILD SUPPORT PAYMENT CENTER	2,421.20	Payroll
ANNETTE BLACKBURN	200.00	Excess Bid
AT&T	86.70	Telephone
AT&T MOBILITY	42.23	Telephone
BALDWIN CNTY COMMISSION - DENTAL 790	1,428.00	Payroll
BALDWIN CNTY COMMISSION - HEALTH	29,194.00	Payroll
BALDWIN CNTY SHERIFF'S OFFICE	1,293,070.49	Payroll
BALDWIN EMC	2,305.00	Utilities
BLUE CROSS & BLUE SHIELD OF AL	646,392.27	Payroll
CANOPY INVESTMENT COMPANY LLC	183.50	Land Redemptions
CAROLYN YVONNE MOORE	5,000.00	Excess Bid
CHARTER LANDING INC	500.00	Excess Bid
CITY OF FAIRHOPE-UTILITIES	13,991.35	Utilities
CITY OF ROBERTSDALE	630.00	Utilities
CORRECTIONAL PEACE OFFICERS FOUNDATION	15.00	Payroll
CRAFT TRAINING FUND	5,931.00	CICT Fees; Oct 2021
DANIEL O'BRIEN	282.92	Payroll
DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	Payroll
DONOHOO CHEVROLET LLC	70,303.54	Vehicles; Sheriff's
ERIK JON TOLPO	1,375.76	Land Redemptions
FRONTIER COMMUNICATIONS OF THE SOUTH INC	14.70	Telephone
HANCOCK BANK	21,410.99	Credit Card Services; Sept 2021
HOUSING RENTAL	382,798.23	Housing Rentals
IRS-TAX PAYMENT	267,092.19	Payroll
IRVIN GRODSKY	73,000.00	Excess Bid
ISSAC WHITE	680.86	Land Redemptions
JODY L WISE CIRCUIT CLERK	50.00	Payroll
JOHN G WALTON CONST CO	228,694.52	Contract Services
LIBERTY NATIONAL LIFE	9,406.41	Payroll
LORD & SON CONSTRUCTION, INC.	95,364.80	Contract Services
MCELHENNEY CONSTRUCTION CO LLC	1,554,274.05	Contract Services
METROPOLITAN LIFE INSURANCE CO	27,344.31	Payroll
MR JAMES A BLACK AND ELIZABETH A BLACK	1,200.00	Lease; Nov 2021
NATIONWIDE RETIREMENT SOLUTIONS	12,530.00	Payroll
NORTH BALDWIN HOSPITAL WELLNESS CENTER	39.00	Payroll
NORTH BALDWIN UTILITIES	4,962.97	Utilities
PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities
PH & J ARCHITECTS INC	16,208.48	Contract Services
PINE VALLEY ONE REAL ESTATE LLC	796.21	Land Redemptions
PRESCOTT, GLENDA TYLER	631.47	Land Redemptions
RETIREMENT SYSTEMS OF AL	166,488.33	Payroll
RIVIERA UTILITIES	553.80	Utilities
SOUTHERN LINC WIRELESS	1,001.71	Telephone
SPEAKSPACE LLC	86.71	Telephone
STIVERS FORD LINCOLN MERCURY INC	29,078.00	Vehicle; Sheriff's
TEDDY J FAUST	815.30	Expense Reimbursement
TOWN OF LOXLEY	466.66	Utilities
UNITED WAY OF BALDWIN COUNTY	276.00	Payroll
UNITI FIBER	7,701.07	Telephone
VERIZON WIRELESS	35,832.70	Telephone
WHARTON-SMITH, INC.	720,521.00	Contract Services
WILLIAM CUNNINGHAM, JR	1,000.00	Excess Bid
Grand Total	**5,757,454.85**	

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1520 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
185975	00000 HANCOCK BANK	18223 SEPT 2021		M102221A	21,410.99	.00	.00	9206078

CASH 999 2021/12 INV 10/22/2021 SEP-CHK: N DISC: .00
ACCT 10010 DEPT 555 DUE 10/22/2021 DESC:CREDIT CARD SVCS; SEPT 2021

51054100	51700	4.00	1099:
51054100	51700	400.00	1099:
51054100	52600	372.44	1099:
51054100	51700	75.00	1099:
51054100	51700	195.00	1099:
51054100	51700	-75.00	1099:
51054100	51700	943.00	1099:
10051100	51700	20.00	1099:
10051100	51700	50.00	1099:
10051100	51700	195.00	1099:
10051100	51700	-50.00	1099:
10051100	51700	125.00	1099:
11153130	52600	139.10	1099:
11153130	51700	450.00	1099:
11153100	51700	450.00	1099:
10051125	51700	40.00	1099:
77910779	52600	382.80	1099:
77910779	52600	382.80	1099:
77910779	52600	382.80	1099:
77910779	52600	382.80	1099:
77910779	52600	382.80	1099:
77910779	52600	382.80	1099:
77910779	52600	382.80	1099:
77910779	52600	382.80	1099:
12051810	52600	700.83	1099:
10051600	52600	388.60	1099:
10051600	52600	207.06	1099:
10051600	52600	207.06	1099:
10051600	52600	207.06	1099:
10051600	52600	207.06	1099:
10051600	52600	207.06	1099:
10051965	52351	588.00	1099:
51154801	54090	34.99	1099:
51054100	51700	1,085.00	1099:
10051700	51700	110.00	1099:
10051700	51700	525.00	1099:
10052730	52190	284.90	1099:
72110721	52110	215.95	1099:
10052730	52190	351.98	1099:
10651906	51500	466.22	1099:
10451905	52110	592.92	1099:
10651906	51500	1,932.72	1099:
10651906	51500	1,966.29	1099:
10051750	51700	-350.00	1099:
10051750	52600	151.00	1099:
10051750	52600	151.00	1099:
10051750	52600	151.00	1099:

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1520 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
						10051750 52600	151.00	1099:
						12051810 52600	393.24	1099:
						12051810 52600	393.24	1099:
						12051810 52600	106.22	1099:
						12051810 52600	643.65	1099:
						51054100 51700	2,946.00	1099:
1 APPROVED PAID INVOICES			TOTAL		21,410.99			
1 INVOICE(S)			REPORT POST TOTAL		21,410.99			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243220	10/22/2021	PRINTED	999996	CHANEQUA GRAY	3,100.00			
243221	10/22/2021	PRINTED	999996	TEREA BRISSETTE	1,635.00			
243222	10/22/2021	PRINTED	999995	AMY D THOMAS	7,350.00			
243223	10/22/2021	PRINTED	999995	ANN A. VANBLAKE	4,150.00			
243224	10/22/2021	PRINTED	999995	ASHLEY GATES HOLDING, LLC	5,905.15			
243225	10/22/2021	PRINTED	999995	BAY MINETTE HOUSING, LTD	2,515.00			
243226	10/22/2021	PRINTED	999995	BAY VISTA PARTNERS, LLC	3,760.00			
243227	10/22/2021	PRINTED	999995	BOBBY W. TERRELL	22,875.00			
243228	10/22/2021	PRINTED	999995	BRAD AMUNDSON	4,275.00			
243229	10/22/2021	PRINTED	999995	CARRIGAN PROPERTIES, LLC	3,000.00			
243230	10/22/2021	PRINTED	999995	DOUGLAS PROPERTIES	12,000.00			
243231	10/22/2021	PRINTED	999995	EGP PROPERTY, LLC	3,754.00			
243232	10/22/2021	PRINTED	999995	GULF SHORES BALDWIN COUNT	7,040.00			
243233	10/22/2021	PRINTED	999995	HARVIE Y. BRISTER	10,000.00			
243234	10/22/2021	PRINTED	999995	JIMMY DICHIARA	7,986.00			
243235	10/22/2021	PRINTED	999995	KERRY M. WALLACE	3,180.00			
243236	10/22/2021	PRINTED	999995	LARRY ALEXANDER	6,300.00			
243237	10/22/2021	PRINTED	999995	LISA BROWN	22,500.00			
243238	10/22/2021	PRINTED	999995	LOUCUSTIA WILLIAMS	7,275.00			
243239	10/22/2021	PRINTED	999995	MID-AMERICAL APARTMENTS,	5,933.70			
243240	10/22/2021	PRINTED	999995	RELIANT PROPERTIES, LLC	2,800.00			
243241	10/22/2021	PRINTED	999995	RELIANT PROPERTIES, LLC	2,350.00			
243242	10/22/2021	PRINTED	999995	RELIANT PROPERTIES, LLC	2,750.00			
243243	10/22/2021	PRINTED	999995	WILLIE L. LAMAR	7,440.00			
243244	10/22/2021	PRINTED	999995	WNY HOLDINGS	5,815.00			
243245	10/22/2021	PRINTED	999995	WNY HOLDINGS	2,535.00			
243246	10/22/2021	PRINTED	999995	WOLF BAY VILLAGE, LLC	2,300.00			
243247	10/22/2021	PRINTED	999995	YARBROUGH & ASSOCIATES, L	8,050.00			
		28 CHECKS		CASH ACCOUNT TOTAL	178,573.85	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206077	10/26/2021	WIRE	014125	BLUE CROSS & BLUE SHIELD	169,910.22			
		1 CHECKS		CASH ACCOUNT TOTAL	169,910.22	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243265	10/26/2021	PRINTED	999996	AMBER ADAMS	7,975.00			
243266	10/26/2021	PRINTED	999996	GREGORY MILLER	13,835.51			
243267	10/26/2021	PRINTED	999996	SARAH KREITMAN	4,000.00			
243268	10/26/2021	PRINTED	999995	BARNWELL EQUIPMENT INC	6,000.00			
243269	10/26/2021	PRINTED	999995	DAYS INN & SUITES	2,974.80			
243270	10/26/2021	PRINTED	999995	JOE C SOMERS	3,750.00			
243271	10/26/2021	PRINTED	999995	STACY BARNETT	8,650.00			
		7 CHECKS		CASH ACCOUNT TOTAL	47,185.31	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243250	10/26/2021	PRINTED	014005	BALDWIN EMC	264.00			
243251	10/26/2021	PRINTED	001991	MR JAMES A BLACK AND ELIZ	1,200.00			
243252	10/26/2021	PRINTED	019021	CITY OF FAIRHOPE-UTILITIE	13,991.35			
243253	10/26/2021	PRINTED	019031	CITY OF ROBERTSDALE	630.00			
243254	10/26/2021	PRINTED	192571	COMMUNITY ACTION AGENCY	15,824.00			
243255	10/26/2021	PRINTED	181972	ERIK JON TOLPO	1,375.76			
243256	10/26/2021	PRINTED	054257	FRONTIER COMMUNICATIONS O	14.70			
243257	10/26/2021	PRINTED	174021	ISSAC WHITE	680.86			
243258	10/26/2021	PRINTED	192298	PINE VALLEY ONE REAL ESTA	400.64			
243259	10/26/2021	PRINTED	192260	PRESCOTT, GLENDA TYLER	631.47			
243260	10/26/2021	PRINTED	051003	RIVIERA UTILITIES	553.80			
243261	10/26/2021	PRINTED	062367	SOUTHERN LINC WIRELESS	688.67			
243262	10/26/2021	PRINTED	057069	TOWN OF LOXLEY	130.00			
243263	10/26/2021	PRINTED	152240	VERIZON WIRELESS	20.04			
		14 CHECKS		CASH ACCOUNT TOTAL	36,405.29	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206082	10/26/2021	WIRE	014125	BLUE CROSS & BLUE SHIELD	52,850.50			
		1 CHECKS		CASH ACCOUNT TOTAL	52,850.50	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243272	10/29/2021	PRINTED	094828	ALABAMA CHILD SUPPORT PAY	2,421.20			
243273	10/29/2021	PRINTED	180373	BALDWIN CNTY COMMISSION -	238.00			
243274	10/29/2021	PRINTED	186456	BALDWIN CNTY COMMISSION -	4,485.50			
243275	10/29/2021	PRINTED	184047	DANIEL O'BRIEN	282.92			
243276	10/29/2021	PRINTED	189015	DEPARTMENT OF CHILDREN AN	193.84			
243277	10/29/2021	PRINTED	112221	JODY L WISE CIRCUIT CLERK	50.00			
243278	10/29/2021	PRINTED	040627	NATIONWIDE RETIREMENT SOL	12,530.00			
		7 CHECKS		CASH ACCOUNT TOTAL	20,201.46	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206079	10/29/2021	WIRE	054188	IRS-TAX PAYMENT	267,092.19			
9206081	10/29/2021	WIRE	051059	RETIREMENT SYSTEMS OF AL	166,488.33			
			2 CHECKS	CASH ACCOUNT TOTAL	433,580.52	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243279	10/27/2021	PRINTED	999995	KENNA DEVERE FRAZIER-ORTE	10,500.00			
243280	10/27/2021	PRINTED	999995	RAYBURN O. BELEW	7,230.00			
		2 CHECKS		CASH ACCOUNT TOTAL	17,730.00	.00		

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1535 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
10 00000	BALDWIN CNTY SHE	18323 10282021		M102821A	1,293,070.49	.00	.00	9206083
CASH 999	2022/01	INV 10/28/2021	SEP-CHK: N	DISC: .00		10052100 52910	490,335.06	1099:
ACCT 10010	DEPT 555	DUE 10/28/2021	DESC:SHERIFF'S PAYROLL PAY PERIOD 10/29/21			10052200 52910	276,269.40	1099:
						708 22797	20,750.17	1099:
						10052100 52910	324,711.47	1099:
						10052200 52910	167,465.32	1099:
						708 22797	13,539.07	1099:
1 APPROVED PAID INVOICES			TOTAL		1,293,070.49			
1 INVOICE(S)			REPORT POST TOTAL		1,293,070.49			

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206084	10/29/2021	WIRE	182304	AL STATE DEPT OF TREASURY	2,837.30			
		1 CHECKS		CASH ACCOUNT TOTAL	2,837.30	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243571	11/02/2021	PRINTED	059571	TEDDY J FAUST	815.30			
		1 CHECKS		CASH ACCOUNT TOTAL	815.30	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206085	11/02/2021	WIRE	014125	BLUE CROSS & BLUE SHIELD	317,038.52			
	1 CHECKS			CASH ACCOUNT TOTAL	317,038.52	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206086	11/02/2021	WIRE	014125	BLUE CROSS & BLUE SHIELD	44,011.61			
	1 CHECKS			CASH ACCOUNT TOTAL	44,011.61	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243576	11/03/2021	PRINTED	999997	BALDWIN EMC	946.00			
243577	11/03/2021	PRINTED	999997	RIVIERA UTILITIES	590.72			
243578	11/03/2021	PRINTED	999996	ALLISON JEFFERS	5,285.00			
243579	11/03/2021	PRINTED	999996	DONALD R DIXON	3,379.95			
243580	11/03/2021	PRINTED	999996	TAYLOR LANDSGAARD	5,956.28			
243581	11/03/2021	PRINTED	999996	VERONICA STANLEY	4,200.00			
243582	11/03/2021	PRINTED	999995	ARLINGTON ES OWNER, LLC	10,227.01			
243583	11/03/2021	PRINTED	999995	BF PROPERTY, LLC	5,412.72			
243584	11/03/2021	PRINTED	999995	GLENDALE APARTMENTS, LTD	2,104.00			
243585	11/03/2021	PRINTED	999995	LONG TERM RENTAL GROUP	5,096.00			
243586	11/03/2021	PRINTED	999995	NYCOLE H STEWART	2,400.00			
243587	11/03/2021	PRINTED	999995	ROBERT SCARBOROUGH	3,500.00			
243588	11/03/2021	PRINTED	999995	SEVILLA PLACE APARTMENTS,	11,193.00			
243589	11/03/2021	PRINTED	999995	WNY HOLDINGS	3,610.00			
	14 CHECKS			CASH ACCOUNT TOTAL	63,900.68	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206087	11/03/2021	WIRE	014125	BLUE CROSS & BLUE SHIELD	62,581.42			
	1 CHECKS			CASH ACCOUNT TOTAL	62,581.42	.00		

Report generated: 11/03/2021 16:20
User: Lisa.Hacker
Program ID: apchkrcn

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243590	11/04/2021	PRINTED	063589	AT&T	86.70			
243591	11/04/2021	PRINTED	014397	AT&T MOBILITY	42.23			
243592	11/04/2021	PRINTED	014005	BALDWIN EMC	1,016.00			
243593	11/04/2021	PRINTED	186412	CRAFT TRAINING FUND	5,931.00			
243594	11/04/2021	PRINTED	019003	NORTH BALDWIN UTILITIES	4,962.97			
243595	11/04/2021	PRINTED	048197	PERDIDO BAY WATER, SEWER,	18.72			
243596	11/04/2021	PRINTED	062367	SOUTHERN LINC WIRELESS	313.04			
243597	11/04/2021	PRINTED	181427	SPEAKSPACE LLC	86.71			
243598	11/04/2021	PRINTED	057069	TOWN OF LOXLEY	336.66			
243599	11/04/2021	PRINTED	145701	UNITI FIBER	7,701.07			
243600	11/04/2021	PRINTED	152240	VERIZON WIRELESS	17,309.07			
243601	11/04/2021	PRINTED	152240	VERIZON WIRELESS	17,495.57			
		12 CHECKS		CASH ACCOUNT TOTAL	55,299.74	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243602	11/04/2021	PRINTED	010346	AFLAC	20,630.16			
243603	11/04/2021	PRINTED	170616	AFLAC	101.40			
243604	11/04/2021	PRINTED	180373	BALDWIN CNTY COMMISSION -	1,190.00			
243605	11/04/2021	PRINTED	186456	BALDWIN CNTY COMMISSION -	24,708.50			
243606	11/04/2021	PRINTED	064266	CORRECTIONAL PEACE OFFICE	15.00			
243607	11/04/2021	PRINTED	039441	LIBERTY NATIONAL LIFE	9,406.41			
243608	11/04/2021	PRINTED	191391	METROPOLITAN LIFE INSURAN	2,846.04			
243609	11/04/2021	PRINTED	191521	METROPOLITAN LIFE INSURAN	10,472.10			
243610	11/04/2021	PRINTED	191522	METROPOLITAN LIFE INSURAN	4,020.00			
243611	11/04/2021	PRINTED	191523	METROPOLITAN LIFE INSURAN	4,532.80			
243612	11/04/2021	PRINTED	191524	METROPOLITAN LIFE INSURAN	5,352.49			
243614	11/04/2021	PRINTED	091547	NORTH BALDWIN HOSPITAL WE	39.00			
243615	11/04/2021	PRINTED	040624	UNITED WAY OF BALDWIN COU	276.00			
	13 CHECKS			CASH ACCOUNT TOTAL	83,589.90	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243635	11/05/2021	PRINTED	192000	METROPOLITAN LIFE INS CO	120.88			
		1 CHECKS		CASH ACCOUNT TOTAL	120.88	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243620	11/04/2021	PRINTED	001998	ANNETTE BLACKBURN	200.00			
243621	11/04/2021	PRINTED	014005	BALDWIN EMC	1,025.00			
243622	11/04/2021	PRINTED	187158	CANOPY INVESTMENT COMPANY	183.50			
243623	11/04/2021	PRINTED	001996	CAROLYN YVONNE MOORE	5,000.00			
243624	11/04/2021	PRINTED	001999	CHARTER LANDING INC	500.00			
243625	11/04/2021	PRINTED	183630	DONOHOO CHEVROLET LLC	70,303.54			
243626	11/04/2021	PRINTED	001995	IRVIN GRODSKY	73,000.00			
243627	11/04/2021	PRINTED	100861	JOHN G WALTON CONST CO	228,694.52			
243628	11/04/2021	PRINTED	185518	MCELHENNEY CONSTRUCTION C	1,554,274.05			
243629	11/04/2021	PRINTED	047503	PH & J ARCHITECTS INC	16,208.48			
243630	11/04/2021	PRINTED	192298	PINE VALLEY ONE REAL ESTA	395.57			
243631	11/04/2021	PRINTED	176049	STIVERS FORD LINCOLN MERC	29,078.00			
243632	11/04/2021	PRINTED	152240	VERIZON WIRELESS	1,008.02			
243633	11/04/2021	PRINTED	001915	WHARTON-SMITH, INC.	720,521.00			
243634	11/04/2021	PRINTED	001997	WILLIAM CUNNINGHAM, JR	1,000.00			
		15 CHECKS		CASH ACCOUNT TOTAL	2,701,391.68	.00		

Baldwin County, AL

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I110521A 11/05/2021
DUE DATE: 11/05/2021

CASH ACCOUNT: 999 10010 Treasury Pooled Cash										
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1950	LORD & SON CONSTRUCTI	0001		INV	11/05/2021	#3; BCC AREA 200 HMF		18796		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 11153112 55240		HWY A200	CapImpr		95,364.80				
							95,364.80			
						CHECK TOTAL	95,364.80			
1 INVOICES						WARRANT TOTAL	95,364.80	95,364.80		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
243637	11/05/2021	PRINTED	999997	ALABAMA POWER PAYMENTS	246.90			
243638	11/05/2021	PRINTED	999997	RIVIERA UTILITIES	877.49			
243639	11/05/2021	PRINTED	999996	LATRICE BUSH	2,303.00			
243640	11/05/2021	PRINTED	999995	BURRIS-WARNER LLC	3,644.00			
243641	11/05/2021	PRINTED	999995	GLENDALE APARTMENTS, LTD	3,179.00			
243642	11/05/2021	PRINTED	999995	JIMMY DICHIARA	4,950.30			
243643	11/05/2021	PRINTED	999995	JOSEPH SKINNER	9,183.70			
243644	11/05/2021	PRINTED	999995	LONG TERM RENTAL GROUP	7,400.00			
243645	11/05/2021	PRINTED	999995	LYN RYAN CLICK	18,000.00			
243646	11/05/2021	PRINTED	999995	RONALD HARRIS	7,700.00			
243647	11/05/2021	PRINTED	999995	WNY HOLDINGS	2,100.00			
	11 CHECKS			CASH ACCOUNT TOTAL	59,584.39	.00		

Baldwin County Commission

Agenda Action Form

File #: 22-0237, **Version:** 1 **Item #:** FA1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Commissioner James E. Ball, Chairman; Wayne Dyess, County Administrator
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Proposal from Adams & Reese, LLP Related to Contract for Lobbyist Services for Fiscal Year 2022 - Revised Scope of Work and Fee Increase

STAFF RECOMMENDATION
Discussion Item only at this time - Discuss proposal received from Adams & Reese, LLP for the current Memorandum of Agreement to be amended to add additional scope of services which would include general state governmental relations representation for additional issues not limited solely to economic development issues. Based on the revised scope of work, Adams & Reese is proposing an increase of the monthly flat fee retainer from $6,000.00 to $8,250.00.

BACKGROUND INFORMATION

Previous Commission action/date: 09/21/2021 - Current Agreement with Adams & Reese, LLP approved by the Commission.

Background: Chairman Ball received correspondence from Adams & Reese, LLP, dated November 5, 2021, requesting for the current agreement to be amended to add additional scope of services which would include general state governmental relations representation for additional issues not limited solely to economic development issues. Based on the revised scope of work, Adams & Reese is proposing an increase of the monthly flat fee retainer from $6,000.00 to $8,250.00.

See attached current Memorandum of Agreement *(not executed yet, staff is currently waiting for the signed agreement from Adams & Reese)* and correspondence from Mr. Britton Bonner detailing the proposal, dated November 5, 2021.

PREVIOUS COMMISSION ACTION:

On September 21, 2021, the Commission approved the appropriation of funds in the amount not to exceed $72,000.00 to Adams & Reese, LLP for lobbying activities during Fiscal Year 2022. The agreement commenced October 1, 2021, and expires September 30, 2022.

FINANCIAL IMPACT

Total cost of recommendation: If approved, annual cost of this contract would increase from $72,000.00 to $99,000.00.

Budget line item(s) to be used: Contract Services

If this is not a budgeted expenditure, does the recommendation create a need for funding? Yes, additional $27,000.00 annually would have to be budgeted.

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? Advertising is necessary for appropriations that are listed in Resolution #2021-127.

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): If action is taken, Administration to send correspondence to:

Adams and Reese LLP
Attention: C. Britton Bonner
11 North Water St. NW
Suite 23200
Mobile, Alabama 36602

Additional instructions/notes: N/A

ADAMS AND REESE LLP

Attorneys at Law
Alabama
Florida
Louisiana
Mississippi
South Carolina
Tennessee
Texas
Washington, DC

C. Britton Bonner
Practice Group Leader
Admitted in Alabama, Louisiana, and the District of Columbia
Direct: 251.650.0862
E-Fax: 251.650.2050
britton.bonner@arlaw.com

November 5, 2021

VIA: EMAIL

Commissioner James E. Ball
Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Re: Revised Engagement – Special Projects Counsel for Governmental Relations and Economic Development

Jeb:

Based on our recent meetings and discussions regarding the additional scope of work we have been asked to assist with, please allow this letter to serve as an Amendment to our current Engagement Agreement to serve as Special Counsel to Baldwin County.

Our current Memorandum of Agreement commenced on October 1, 2021 and will expire on September 30, 2022. The scope of work currently is limited to providing "consulting and advisory services to Baldwin Count Commission with regard to task specific federal, state and economic development representation issues." We propose to amend this scope to include general state governmental relations representation for additional issues not limited solely to economic development issues. Accordingly, for this revised scope, we propose an increase in the monthly flat fee retainer from $6,000.00 to $8,250.00.

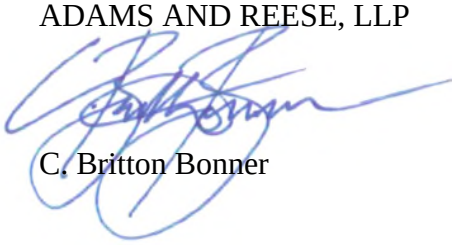
Our engagement is predicated on our belief that a "team" approach must be utilized to ensure comprehensive service is provided to the County as it relates to achieving the goals of this Commission, and to help the Commission succeed in improving Baldwin County for generations to come. Our team will consist of several members. I will continue to serve as the primary contact and will serve as the liaison with the Commission or those designated by the Commission, on all matters. Additionally, Congressman Bradley Byrne, Mark Gaines, Michael Berson, and Kayla Seawell will be working on this file on behalf of the Commission. Rusty Russell will also continue to provide additional support as it relates specifically to economic development efforts. Our team will continue to be available at all times to discuss any issue you may have or to update you on the status of any project or issue we are pursuing on behalf of the County. We will also continue to work collaboratively with other outside professionals currently retained by the Commission at the federal level. We are committed to filling the role you have requested us to fill.

This monthly retainer will be inclusive of all cost, unless specific additional cost items are approved in advance by the County. If either the County or the Firm wish to terminate this Engagement for any reason, either party may do so with thirty (30) day's' written notice.

Please do not hesitate to contact me to discuss any questions you may have. We look forward to representing the County and in working with you to help realize the opportunities that Baldwin County has before it. We remain,

Very truly yours,

ADAMS AND REESE, LLP



C. Britton Bonner

CBB/vc

Agreed and accepted:

BALDWIN COUNTY COMMISSION

By: _____
As its _____
Dated: _____

cc: Mr. Wayne Dyess
Mr. Brad Hicks
Ms. Sherry-Lea Botop

COUNTY COMMISSION

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

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

September 21, 2021

Mr. C. Britton Bonner
Adams and Reese LLP
11 North Water St. NW
Suite 23200
Mobile, Alabama 36602

RE: Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2021-2022 Budget

Dear Mr. Bonner:

The Baldwin County Commission, during its regularly scheduled meeting held on September 21, 2021, and as authorized by, the Baldwin County Fiscal Year 2021-2022 Budget (Resolution #2021-127; Resolution #2021-128), approved the execution of a *Memorandum of Agreement* with the below indicated entity to appropriate county public funds for activities benefiting a myriad of public purposes as set forth within the *Agreement*:

Adams and Reese LLP (not to exceed $72,000.00)

The term of the *Memorandum of Agreement* shall commence October 1, 2021, and expire September 30, 2022, and may be terminated per the parameters as set forth therein.

Enclosed are two **original** *Memorandum of Agreements*. Please execute and return the *Agreements* to this office to the attention of Commission Administration Staff. A **fully executed original** *Memorandum of Agreement* will be returned to you for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Ron Cink, Budget Director, at (251) 580-1646.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BE6

cc: Ron Cink
Christie Davis
Cian Harrison
Eva Cutsinger

ENCLOSURE(S)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereafter "BCC"), and Adams and Reese, LLP, an Alabama company ("Adams and Reese") and is effective the date last executed below.

1. Adams and Reese agrees to provide consulting and advisory services to BCC with regard to task specific federal, state and economic development representation issues. Adams and Reese agrees to monitor and evaluate these issues and to promptly advise BCC on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. Adams and Reese will perform such services with regard to those issues as are mutually agreed to between Adams and Reese and BCC.

2. Adams and Reese acknowledges that it may be required to register for work performed on behalf of BCC under the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations on behalf of BCC, and agrees to do so in the event such registration is required.

3. In consideration of the performance of these services, BCC shall pay to Adams and Reese the sum of $6,000.00 per month, with such payments due monthly. BCC hereby warrants that these payments will not be made with Federal funds.

4. This Agreement shall become effective October 1, 2021, and shall continue in effect until September 30, 2022, or unless sooner terminated by BCC or Adams and Reese by written notice given to the other at least thirty (30) days prior to the date of termination. Any fees earned or reimbursable expenses incurred prior to the receipt of said notice of termination on behalf of BCC under this Agreement shall be paid by BCC.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and proper venue for any action relating to the subject matter of this Agreement shall lie in Baldwin County, Alabama.

6. Should BCC employ an attorney to enforce this Agreement, BCC shall be entitled to recover from the Adams and Reese all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

7. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Adams and Reese, LLP

Date: _____

By: _____
C. Britton Bonner
Partner in Charge

BALDWIN COUNTY COMMISSION

Date: _____

By: _____
Joe Davis, III
Chairman, Baldwin County Commission

ATTEST:

_____
Wayne Dyess
County Administrator

Baldwin County Commission

Agenda Action Form

File #: 22-0244, **Version:** 1 **Item #:** FM1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Submitted by: Christie Davis, Accounting Manager

ITEM TITLE
Grants Administrator Position

STAFF RECOMMENDATION
Discuss the Grants Administrator position within the Finance/Accounting Department of the Baldwin County Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: NA

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 22-0248, **Version:** 1 **Item #:** HA1

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: Addendum
From: Commissioner James E. Ball, Chairman; Wayne Dyess, County Administrator
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
FY 2022 Budget Amendment and Amendment of Memorandum of Agreement with Adams & Reese, LLP for Lobbyist Services for Fiscal Year 2022

STAFF RECOMMENDATION
Take the following actions:

1) Adopt Resolution #2022-026 which amends Baldwin County Fiscal Year Budget 2022; and

2) Approve the amendment of the Memorandum of Agreement between the Baldwin County Commission and Adams & Reese, LLP, to add a add additional scope of services which would include general state governmental relations representation for additional issues not limited solely to economic development issues and increasing of the monthly flat fee retainer from $6,000.00 to $7,750.00.

This amendment is effective December 1, 2021. The contract termination date remains September 30, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: 09/21/2021 - Current Agreement with Adams & Reese, LLP approved by the Commission.

Background: Chairman Ball received correspondence from Adams & Reese, LLP, dated November 5, 2021, requesting for the current agreement to be amended to add additional scope of services which would include general state governmental relations representation for additional issues not limited solely to economic development issues. Based on the revised scope of work, Adams & Reese proposed an increase of the monthly flat fee retainer from $6,000.00 to $8,250.00.

During the November 15, 2021, BCC Work Session, representatives from Adams & Reese, LLP were present to discuss the proposal.

PREVIOUS COMMISSION ACTION:

On September 21, 2021, the Commission approved the appropriation of funds in the amount not to exceed $72,000.00 to Adams & Reese, LLP for lobbying activities during Fiscal Year 2022. The agreement commenced October 1, 2021, and expires September 30, 2022.

FINANCIAL IMPACT

Total cost of recommendation: If approved, annual cost of this contract would increase from $72,000.00 to **$TBD**.

Budget line item(s) to be used: Contract Services

If this is not a budgeted expenditure, does the recommendation create a need for funding? Yes, additional $27,000.00 annually would have to be budgeted, Budget Amendment (FY 2022 Budget) would be necessary in order to fund the increase.

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): If action is taken, Administration to send correspondence (Revised Engagement executed by Chairman and fully executed copy of original MOA) to:

Adams and Reese LLP
Attention: C. Britton Bonner

11 North Water St. NW
Suite 23200
Mobile, Alabama 36602

Admin staff: Upload original agreement with amendment document (revised engagement letter) to BCAP.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-026
OF THE
BALDWIN COUNTY COMMISSION

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby amend the Baldwin County Fiscal Year 2022 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

Account	**Description**	**Debit**	**Credit**
10051990.51500	Miscellaneous Appropriations – Contract Services	TBD	
10051105.52900	Commission Contingency - Contingency		TBD

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 16th day of November 2021.

_____
Commissioner James E. Ball, Chairman

ATTEST:

_____
Wayne Dyess, County Administrator

ADAMS AND REESE LLP

Attorneys at Law
Alabama
Florida
Louisiana
Mississippi
South Carolina
Tennessee
Texas
Washington, DC

C. Britton Bonner
Practice Group Leader
Admitted in Alabama, Louisiana, and the District of Columbia
Direct: 251.650.0862
E-Fax: 251.650.2050
britton.bonner@arlaw.com

November 5, 2021

VIA: EMAIL

Commissioner James E. Ball
Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Re: Revised Engagement – Special Projects Counsel for Governmental Relations and Economic Development

Jeb:

Based on our recent meetings and discussions regarding the additional scope of work we have been asked to assist with, please allow this letter to serve as an Amendment to our current Engagement Agreement to serve as Special Counsel to Baldwin County.

Our current Memorandum of Agreement commenced on October 1, 2021 and will expire on September 30, 2022. The scope of work currently is limited to providing "consulting and advisory services to Baldwin Count Commission with regard to task specific federal, state and economic development representation issues." We propose to amend this scope to include general state governmental relations representation for additional issues not limited solely to economic development issues. Accordingly, for this revised scope, we propose an increase in the monthly flat fee retainer from $6,000.00 to $8,250.00.

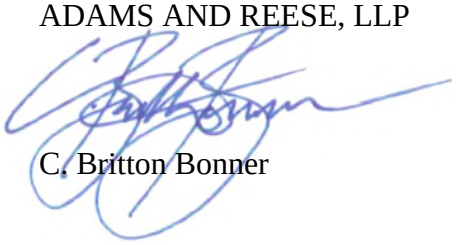
Our engagement is predicated on our belief that a "team" approach must be utilized to ensure comprehensive service is provided to the County as it relates to achieving the goals of this Commission, and to help the Commission succeed in improving Baldwin County for generations to come. Our team will consist of several members. I will continue to serve as the primary contact and will serve as the liaison with the Commission or those designated by the Commission, on all matters. Additionally, Congressman Bradley Byrne, Mark Gaines, Michael Berson, and Kayla Seawell will be working on this file on behalf of the Commission. Rusty Russell will also continue to provide additional support as it relates specifically to economic development efforts. Our team will continue to be available at all times to discuss any issue you may have or to update you on the status of any project or issue we are pursuing on behalf of the County. We will also continue to work collaboratively with other outside professionals currently retained by the Commission at the federal level. We are committed to filling the role you have requested us to fill.

This monthly retainer will be inclusive of all cost, unless specific additional cost items are approved in advance by the County. If either the County or the Firm wish to terminate this Engagement for any reason, either party may do so with thirty (30) day's' written notice.

Please do not hesitate to contact me to discuss any questions you may have. We look forward to representing the County and in working with you to help realize the opportunities that Baldwin County has before it. We remain,

Very truly yours,

ADAMS AND REESE, LLP



C. Britton Bonner

CBB/vc

Agreed and accepted:

BALDWIN COUNTY COMMISSION

By: _____
As its _____
Dated: _____

cc: Mr. Wayne Dyess
Mr. Brad Hicks
Ms. Sherry-Lea Botop

COUNTY COMMISSION

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

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

September 21, 2021

Mr. C. Britton Bonner
Adams and Reese LLP
11 North Water St. NW
Suite 23200
Mobile, Alabama 36602

RE: Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2021-2022 Budget

Dear Mr. Bonner:

The Baldwin County Commission, during its regularly scheduled meeting held on September 21, 2021, and as authorized by, the Baldwin County Fiscal Year 2021-2022 Budget (Resolution #2021-127; Resolution #2021-128), approved the execution of a *Memorandum of Agreement* with the below indicated entity to appropriate county public funds for activities benefiting a myriad of public purposes as set forth within the *Agreement*:

Adams and Reese LLP (not to exceed $72,000.00)

The term of the *Memorandum of Agreement* shall commence October 1, 2021, and expire September 30, 2022, and may be terminated per the parameters as set forth therein.

Enclosed are two **original** *Memorandum of Agreements*. Please execute and return the *Agreements* to this office to the attention of Commission Administration Staff. A **fully executed original** *Memorandum of Agreement* will be returned to you for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Ron Cink, Budget Director, at (251) 580-1646.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BE6

cc: Ron Cink
Christie Davis
Cian Harrison
Eva Cutsinger

ENCLOSURE(S)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereafter "BCC"), and Adams and Reese, LLP, an Alabama company ("Adams and Reese") and is effective the date last executed below.

1. Adams and Reese agrees to provide consulting and advisory services to BCC with regard to task specific federal, state and economic development representation issues. Adams and Reese agrees to monitor and evaluate these issues and to promptly advise BCC on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. Adams and Reese will perform such services with regard to those issues as are mutually agreed to between Adams and Reese and BCC.

2. Adams and Reese acknowledges that it may be required to register for work performed on behalf of BCC under the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations on behalf of BCC, and agrees to do so in the event such registration is required.

3. In consideration of the performance of these services, BCC shall pay to Adams and Reese the sum of $6,000.00 per month, with such payments due monthly. BCC hereby warrants that these payments will not be made with Federal funds.

4. This Agreement shall become effective October 1, 2021, and shall continue in effect until September 30, 2022, or unless sooner terminated by BCC or Adams and Reese by written notice given to the other at least thirty (30) days prior to the date of termination. Any fees earned or reimbursable expenses incurred prior to the receipt of said notice of termination on behalf of BCC under this Agreement shall be paid by BCC.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and proper venue for any action relating to the subject matter of this Agreement shall lie in Baldwin County, Alabama.

6. Should BCC employ an attorney to enforce this Agreement, BCC shall be entitled to recover from the Adams and Reese all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

7. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Adams and Reese, LLP

Date: _____

By: _____
C. Britton Bonner
Partner in Charge

BALDWIN COUNTY COMMISSION

Date: _____

By: _____
Joe Davis, III
Chairman, Baldwin County Commission

ATTEST:

_____
Wayne Dyess
County Administrator

Baldwin County Commission

Agenda Action Form

File #: 22-0251, **Version:** 1 **Item #:** HA2

Meeting Type: BCC Regular Meeting
Meeting Date: 11/16/2021
Item Status: Addendum
From: Terri Graham, Development and Environmental Director; Wanda Gautney, Purchasing Director
Submitted by: Allison Owens, Operations Support Manager

ITEM TITLE
Baldwin County Solid Waste Gas-to-Energy Project Located at the Magnolia Sanitary Landfill - Second Amendments to Landfill Gas Rights and Ground Lease Agreements

STAFF RECOMMENDATION
Authorize the Chairman to execute the following documents related to the Baldwin County Solid Waste Landfill Gas-to-Energy project located at the Magnolia Sanitary Landfill:

1) Assignment, Assumption and Amendment of Landfill Gas Rights Agreement between Baldwin County Commission and AEP Renewable Fuels, LLC; and

2) Assignment and Assumption and Amendment of Ground Lease Agreement between Baldwin County Commission and AEP Renewable Fuels, LLC.

The aforementioned agreements allow the effective date to be extended to January 5, 2022, and ratification of assignments and assumption by the lessor and lessee.

BACKGROUND INFORMATION

Previous Commission action/date: See below.

08/03/2021 BCC Regular Meeting: Authorized the execution of the Amended Landfill Gas Rights Agreement and Ground Lease Agreement between Baldwin County Commission and AEP Renewable Fuels, LLC for the Baldwin County Solid Waste Landfill Gas-to-Energy project located at the Magnolia Sanitary Landfill. Extending the effective date of both Agreements to November 17, 2021.

02/02/2021 BCC Regular Meeting: Authorized the execution of the Landfill Gas Rights Agreement and the Ground Lease Agreement between Baldwin County Commission and AEP Renewable Fuels, LLC for the Baldwin County Solid Waste Landfill Gas-to-Energy project located at the Magnolia Sanitary Landfill along with the Letter of Effectiveness or Written Modification for both the Landfill Gas Rights Agreement and the Ground Lease Agreement. Both Agreements to commence on February

2, 2021, and be effective for fifteen (15) years from the Commercial Operations Date, with an option to extend for additional five (5) year period.

10/15/2019 meeting: Authorized staff to begin negotiations with AEP Renewable Fuels, LLC, so that a final recommendation for award can be made to the Baldwin County Commission for the Baldwin County Solid Waste Landfill Gas-to-Energy project located at the Magnolia Sanitary Landfill.

07/16/2019 meeting: Authorized the Purchasing Director to solicit a Request for Proposals (RFP) for Developing a Baldwin County Solid Waste Landfill Gas-to-Energy project.

FINANCIAL IMPACT

Total cost of recommendation: Revenue to the County

Budget line item(s) to be used: Magnolia Landfill - TBD

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

LEGAL IMPACT

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

Reviewed/approved by: Approved by Brad Hicks, 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: 11/16/2021

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

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

AEP Renewable Fuels, LLC
Attn: Tony Erwin

2078 Teron Trace, Suite 350
Dacula, Georgia 30019-1604

Additional instructions/notes: N/A

SECOND AMENDMENT OF LANDFILL GAS RIGHTS AGREEMENT

THIS SECOND AMENDMENT OF LANDFILL GAS RIGHTS AGREEMENT (this "Agreement") is made as of August _____, 2021 (the "Effective Date"), by and among AEP MAGNOLIA RNG, LLC, a Georgia limited liability company ("Contractor") and the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (the "Commission"). The Assignor, Assignee, and Commission are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

Statement of Background

A. Commission and Contractor's predecessor in interest, AEP Renewable Fuels, LLC (the "Predecessor), have previously entered into that certain Landfill Gas Rights Agreement dated as of February 2, 2021 (as assigned and amended through the date hereof, including, without limitation, by that certain Assignment, Assumption and Amendment of Ground Lease dated August 3, 2021 (the "Assignment"), pursuant to which the Commission granted Contractor the exclusive right to construct and operate a landfill gas processing station at the Magnolia Sanitary Landfill, 15140 County Road 49, Town of Summerdale, Baldwin County, Alabama (the "Real Estate").

B. The Parties now desire to provide for the further amendment of the LGR Agreement, all as hereinafter provided.

C. Capitalized terms not defined herein shall have the meanings ascribed to them in the LGR Agreement.

Statement of Agreement

NOW, THEREFORE, in consideration of the premises, the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Amendment.** Notwithstanding any term to the contrary in that letter agreement and between the Commission and the Predecessor dated December 18, 2020 (the "Letter Modification") or the Assignment, Contractor shall have until January 5, 2022, to execute the written agreements referenced in the Letter Modification, and the Lease shall only be null and void if Contractor or its affiliate, AEP Magnolia Pipeline, LLC, fails to execute such written agreements by such date. As set forth in the Assignment, the Initial Term of the LGR Agreement shall commence on the date such written agreements (or the last of the same) have been executed, and Contractor shall promptly provide the Commission with written confirmation of the same.

2. **Jurisdiction; Governing Law.** This Agreement and the LGR Agreement, as amended hereby, shall be governed by and construed in accordance with the laws of the State of Alabama, without application of any conflict of laws rules or analysis.

3. **Entire Agreement; No Modification.** This Agreement together with the LGR Agreement sets forth the entire agreement between the parties with respect to the subject matter

hereof, superseding all prior agreements and understandings, written or oral. This Agreement may not be amended, modified, supplemented or terminated except by a writing signed by Commission, Assignor and Assignee.

4. **Captions.** The captions and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

5. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns, subject however to all limitations and restrictions on assignment contained in the Amended and Restated LGR Agreement.

6. **Counterpart Execution.** This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute one original Agreement. This Agreement may be executed by 'pdf' or facsimile.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR:	**COMMISSION:**
AEP Magnolia RNG, LLC, a Georgia limited liability company	Baldwin County Commission, a political subdivision of the State of Alabama
By: _____	By: _____
Name:	Name:
Title:	Title:

SECOND AMENDMENT OF GROUND LEASE

THIS SECOND AMENDMENT OF GROUND LEASE (this "Agreement") is made as of August _____, 2021 (the "Effective Date"), by and among AEP MAGNOLIA RNG, LLC, a Georgia limited liability company ("Lessee") and the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (the "Lessor"). The Assignor, Assignee, and Lessor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

Statement of Background

A. Lessor and Lessee's predecessor in interest, AEP Renewable Fuels, LLC, have previously entered into that certain Ground Lease dated as of February 2, 2021 (as assigned and amended through the date hereof, including, without limitation, by that certain Assignment, Assumption and Amendment of Ground Lease dated August 3, 2021 (the "Assignment"), collectively, the "Lease") for a certain one (1) acre parcel of land (the "Leased Premises") located at the Magnolia Sanitary Landfill, 15140 County Road 49, Town of Summerdale, Baldwin County, Alabama (the "Real Estate").

B. The Parties now desire to ratify the prior assignment of the Lease to Assignee and provide for the further amendment of the Lease, all as hereinafter provided.

C. Capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

Statement of Agreement

NOW, THEREFORE, in consideration of the premises, the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Ratification of Assignment and Assumption.** Each of Lessor and Lessee hereby ratify the assignment of the Lease to Lessee pursuant to the Assignment and confirm that Lessee is the "Lessee" thereunder.

2. **Amendment.** Notwithstanding any term to the contrary in that letter agreement and between the Predecessor and Lessor dated December 18, 2020 (the "Letter Modification") or the Assignment, Lessee shall have until January 5, 2022, to execute the written agreements referenced in the Letter Modification, and the Lease shall only be null and void if Lessee or its affiliate, AEP Magnolia Pipeline, LLC, fails to execute such written agreements by such date. As set forth in the Assignment, the Initial Term of the Lease shall commence on the date such written agreements (or the last of the same) have been executed, and Lessee shall promptly provide Lessor with written confirmation of the same.

3. **Jurisdiction; Governing Law.** This Agreement and the Lease, as amended hereby, shall be governed by and construed in accordance with the laws of the State of Alabama, without application of any conflict of laws rules or analysis.

4. **Entire Agreement; No Modification.** This Agreement together with the Lease sets forth the entire agreement between the parties with respect to the subject matter hereof, superseding all prior agreements and understandings, written or oral. This Agreement may not be amended, modified, supplemented or terminated except by a writing signed by Lessor, Assignor and Assignee.

5. **Captions.** The captions and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

6. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns, subject however to all limitations and restrictions on assignment contained in the Amended and Restated Lease.

7. **Counterpart Execution.** This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute one original Agreement. This Agreement may be executed by 'pdf' or facsimile.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

LESSEE:	**LESSOR:**
AEP Magnolia RNG, LLC, a Georgia limited liability company	Baldwin County Commission, a political subdivision of the State of Alabama
By: _____ Name: Title:	By: _____ Name: Title:

ACKNOWLEDGMENT OF LESSOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____, of the BALDWIN COUNTY COMMISSION, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Commission.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT OF LESSEE

STATE OF GEORGIA)
COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of AEP MAGNOLIA RNG, LLC, who signed to the foregoing instrument and who is known to me, affirmed before me on this 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 company.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, _____ County, Georgia
My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LANDFILL GAS RIGHTS AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LANDFILL GAS RIGHTS AGREEMENT (this "Agreement") is made as of August 3, 2021 (the "Effective Date"), by and among AEP RENEWABLE FUELS, LLC, a Georgia limited liability company ("Assignor"), AEP MAGNOLIA RNG, LLC, a Georgia limited liability company ("Assignee") and the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (the "Commission"). The Assignor, Assignee, and Commission are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

Statement of Background

A. Commission and Assignor entered into that certain Landfill Gas Rights Agreement dated as of February 2, 2021 (as amended through the date hereof, collectively, the "LGR Agreement"), pursuant to which the Commission granted Assignor the exclusive right to construct and operate a landfill gas processing station at the Magnolia Sanitary Landfill, 15140 County Road 49, Town of Summerdale, Baldwin County, Alabama (the "Real Estate").

B. The Parties now desire to provide for the assignment to Assignee, an affiliate of Assignor, of Assignor's rights under the LGR Agreement and the assumption by Assignee of Assignor's obligations thereunder, and for the LGR Agreement to be amended, all as hereinafter provided.

C. Capitalized terms not defined herein shall have the meanings ascribed to them in the LGR Agreement.

Statement of Agreement

NOW, THEREFORE, in consideration of the premises, the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment and Assumption.** As of the Effective Date, Assignor hereby grants, transfers and assigns to Assignee all of Assignor's right, title and interest in, to and under the LGR Agreement. Assignee hereby assumes and agrees to perform all of the obligations of Assignor as the "Contractor" under the LGR Agreement, as amended hereby, arising on and after the Effective Date. Assignee, by assuming such obligations, shall be solely liable therefor from and after the Effective Date and shall be directly bound under all other terms and conditions to be performed by the "Contractor" under the LGR Agreement as amended by this Agreement.

2. **Release of Assignor.** Effective as of the Effective Date, Commission hereby releases Assignor from all obligations under the LGR Agreement, heretofore or hereafter accruing, except for any obligations arising under the LGR Agreement out of matters occurring prior the Effective Date.

3. **Consent of Commission.** Subject to all of the other terms and conditions of this Agreement, Commission consents to and acknowledges the assignment of the LGR Agreement

and all of the rights, title, interests and claims of Assignor thereunder to Assignee and to the assumption by Assignee of all of Assignor's liabilities and obligations thereunder arising on and after the Effective Date.

4. **Amendment**.

(a) The parties understand and agree that pursuant to that certain letter agreement and between Assignor and Commission dated December 18, 2020 (the "Letter Modification"), the LGR Agreement will not be effective unless and until Assignee executes certain agreements referenced in the Letter Modification. Notwithstanding any term to the contrary in the Letter Modification, however, Assignee shall have until November 17, 2021, to execute such written agreements, and the LGR Agreement shall only be null and void if Assignee or its affiliate, AEP Magnolia Pipeline, LLC, fails to execute such written agreements by such date. The term of the LGR Agreement shall commence on the date such written agreements (or the last of the same) have been executed, and Assignee shall promptly provide Commission with written confirmation of the same.

(b) Notwithstanding any term to the contrary in the LGR Agreement, Assignee and Commission, being the only parties to the LGR Agreement as a result of this Agreement, agree and acknowledge that, in the event Commission approves the establishment and organization of a solid waste authority with jurisdiction over the Real Property (the "Solid Waste Authority"), Commission may transfer and assign the LGR Agreement to the Solid Waste Authority without any further consent or approval from Lessee; provided, however, that Commission agrees to give Lessee prompt written notice of any such assignment.

5. **Jurisdiction; Governing Law.** This Agreement and the LGR Agreement, as amended hereby, shall be governed by and construed in accordance with the laws of the State of Alabama, without application of any conflict of laws rules or analysis.

6. **Entire Agreement; No Modification.** This Agreement together with the LGR Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, superseding all prior agreements and understandings, written or oral. This Agreement may not be amended, modified, supplemented or terminated except by a writing signed by Commission, Assignor and Assignee.

7. **Captions.** The captions and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

8. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns, subject however to all limitations and restrictions on assignment contained in the Amended and Restated LGR Agreement.

9. **Counterpart Execution.** This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute one original Agreement. This Agreement may be executed by 'pdf' or facsimile.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

AEP RENEWABLE FUELS, LLC

By: _____
Name: Tony Erwin
Its: Manager and CEO

ASSIGNEE:

AEP MAGNOLIA RNG, LLC

By: _____
Name: Tony Erwin
Its: Manager and CEO

COMMISSION:

BALDWIN COUNTY COMMISSION

By: _____
Name: Joe Davis, III
Its: Chairman

LANDFILL GAS RIGHTS AGREEMENT

February 2, 2021

This **Landfill Gas Rights Agreement** ("Agreement"), dated ~~June 1, 2020,~~ is made and entered into between **AEP RENEWABLE FUELS, LLC** ("AEP"), an Alabama Limited Liability Company with offices located at 1400 Buford Highway, Suite E-2, Buford, GA 30518 and **BALDWIN COUNTY COMMISSION.**

SECTION 1 – DEFINITIONS

Unless the context indicates otherwise, as used herein, the terms set forth below shall be defined as follows:

A. **"Buyer"** means the party or parties to which Contractor will sell Natural Gas pursuant to one or more Purchase Agreement(s).

B. **"Commercial Operation Date"** means the date that Contractor has produced Natural Gas for five (5) consecutive days.

C. **"Commercial Quantities"** means Landfill Gas extracted from such quantities and of such quality that it is economically viable and profitable for Contractor to use the Landfill Gas to produce Natural Gas.

D. **"Condensate"** means the liquid formed from the condensing of the vapors that occur during the collecting, transporting and processing of Landfill Gas.

E. **"Contractor"** means AEP Renewable Fuels LLC, its successors and assigns.

F. **"BCC"** means Baldwin County Commission

G. **"Delivery Point"** means the point where Landfill Gas ownership transfers from BCC to the Contractor. The transfer takes place at a piping connection and flow meter adjacent to the existing flare station, which shall be the "Delivery Point" for purposes of this Agreement. See Exhibit A for a diagram of the location of the Delivery Point. The flow meter will be owned by the Contractor and calibrated in accordance with the Manufacturer's recommendation, however, no less than on an annual basis, by an independent testing laboratory approved by BCC. The calibration report shall be signed and sealed by a professional engineer registered in the State of Alabama.

H. **"Environmental Laws"** means any and all applicable federal, state, municipal and local laws, statutes, rules, regulations, ordinances, codes, restrictions, permitting requirements, licensing requirements and any other governmental requirements or obligations of any kind or nature relating to (i) environmental pollution, contamination or other impairment of any kind or nature, (ii) the construction, installation, repair, maintenance or operation of the Gas Collection System and/or (iii) any hazardous waste or other toxic substances of any nature, whether liquid, solid and/or gaseous, including, without limitation, smoke, vapor, fumes, soot, radiation, acids, alkalis, chemicals, wastes, by-products and recycled materials. These Environmental Laws shall include, but not be limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act,

the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, all as amended from time to time, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect and all applicable local ordinances, rules, regulations and permitting or licensing requirements. This definition shall not be interpreted to include the laws relating primarily to health and safety such as the Occupational Safety & Health Administration and similar state laws. This definition shall also include rules and regulations of the Alabama Department of Environmental Management (ADEM).

J. **"Flare"** means the equipment for the burning of Landfill Gas.

K. **"Force Majeure"** means an act of God; winds, tornadoes, landslides, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood, or similar occurrence; strikes, lock-outs or other industrial disturbances; an act of a public enemy, blockade, insurrection, riots, general arrest, or restraint of government and people, civil disturbance or similar occurrence; acts, failures to act or orders of any kind of any governmental authorities; military action; war, whether or not it is declared; sabotage; equipment breakdowns; inability to procure materials or services or any other cause or event not reasonably within the control of the party claiming Force Majeure other than the financial inability of such party caused by factors other than any of the foregoing act or events. An event that satisfies the above definition but which occurs under a Power Purchase Agreement shall also be a Force Majeure under this Agreement.

L. **"Gas Collection System"** means the network of recovery wells and interconnecting pipes together with attendant valves, pumps, monitoring devices and other extraction related equipment installed for the purpose of extracting and recovering Landfill Gas at the Landfill, including, without limitation, any expansion area at the Landfill.

M. **"Processing Station"** means any and all machinery, equipment, fixtures, buildings, engines, drives and parking areas owned or leased by Contractor necessary or incidental to the production, processing, consumption, use or transmission of Landfill Gas or electric energy. The Processing Station shall also include the equipment necessary to compress and deliver the Landfill Gas to the Riviera Utilities pipeline interconnect located approximately at Hwy 98 & County Road 49, the electrical and/or gas transmission lines located on the right-of-way, if any.

N. **"Hazardous Material"** means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any governmental authority, whether local, state or federal. The term Hazardous Material includes, without limitation, any material or substance which is (1) designated as a "hazardous substance" pursuant to Section 331 of the federal Water Pollution Control Act (33 U.S.C. Section 1151 et seq.), (2) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6903 et seq., or (3) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.

O. **"Landfill"** means that real property owned by BCC

P. **"Landfill Gas"** means any and all gases resulting from the anaerobic decomposition of refuse material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases.

Q. **"Leachate"** means the liquid that forms in the Landfill for various reasons, including but without limitation, water percolation, and as may be defined by ADEM.

R. **"Management and Operation"** means all activities associated with the Ownership, development, operation, maintenance, closure and post closure activities at the Landfill, including, without limitation, the Gas Collection System, the installation and development of cells, the receipt, placement, compaction and covering of permitted waste material, the operation and maintenance of environmental protection and monitoring systems, the installation, placement and maintenance of the final cover, and all other activities incidental to the above mentioned activities.

S. **"Voluntary Emission Reduction or Carbon Credit"** means the economic value received from credits resulting from the voluntary collection and destruction of methane gas.

T. **"Plant Site"** means an approximately one-acre site upon which some or all of the Processing Station may be located, as more fully described in Exhibit B hereto.

U. **"Power Purchase Agreement(s)"** means one or more agreement(s) between Contractor and Buyer for sale of the product.

V. **"Project"** means the purchase of Landfill Gas under this Agreement and sale of Renewable Natural Gas ("RNG") and Renewable Identification Numbers ("RINs") under one or more Power Purchase Agreements, as well as all actions and activities relating in any way to such purchase of Landfill Gas and the sale of RNG and RINs.

W. **"Renewable Energy Tax Credits"** means the tax credit derived from producing renewable energy using a non-conventional fuel source within the meaning of Section 45 of the Internal Revenue Code of 1986, as amended.

X. **"Renewable Energy Credits"** means the economic value of any benefit, except Renewable Energy Tax Credits and Voluntary Emission Reduction or Carbon Credits, realized by the Project resulting from the renewable fuel source under state or federal law, as the same may be amended from time to time.

Capitalized terms not otherwise defined in this Section 1 shall have the meanings given to them elsewhere in this Agreement.

SECTION 2 – RIGHTS GRANTED TO CONTRACTOR

A. **Landfill Gas.** BCC grants Contractor the exclusive right to purchase all Landfill Gas collected at the Landfill. Title to and risk of loss for the Landfill Gas will pass to Contractor at the Delivery Point. BCC shall not condition the Landfill Gas beyond what is being performed at the time this Agreement is executed.

B. Plant Site License. BCC hereby grants to Contractor right and license in the Plant Site, commencing as of the effective date of this Agreement and terminating at the termination of this Agreement. BCC hereby covenants (i) that it has title to the Plant Site in fee and has full right to make and enter into this lease, and (ii) that Contractor shall have quiet and peaceable possession of the Plant Site during the term of this Agreement so long as Contractor is not in default of its obligations under this Agreement. BCC, in its sole discretion, may consent to Contractor leasing the Plant Site so long as the terms of such lease are consistent with the terms of this Agreement.

C. Right-Of-Way. BCC hereby grants to Contractor for the term of this Agreement an easement and right-of-way over the Landfill for Contractor and/or Buyer for the construction, installation, operation and maintenance of utilities lines, electric lines, gas transmission lines and/or electric transmission lines by the Contractor and with BCC's reasonable approval. If BCC, in its sole discretion, determines that such lines unreasonably interfere with the operations of the landfill, then Contractor will relocate such lines at its own expense. Further definitions and descriptions shall be included in Exhibit C.

D. Easements. BCC hereby grants to Contractor for the term of this Agreement an easement over the Landfill to the Plant Site for the installation, operation and maintenance of sewer, electric, water and telephone lines that are necessary for the Processing Station, as reasonably determined by Contractor and approved by BCC as well as an easement for the installation, operation and maintenance of Condensate disposal lines to connect the Processing Station with the point on the Landfill where Contractor returns Condensate to BCC as provided in and subject to the terms of this Agreement. If BCC, in its sole discretion, determines that such lines unreasonably interfere with the operations of the landfill, then Contractor will relocate such lines at its own expense. Further definitions and descriptions shall be included in Exhibit C.

E. Additional Gas Collection System Infrastructure. Subject to the terms and conditions set forth below, Contractor shall have the right but not the obligation to install additional gas collection system infrastructure and other components to any existing Gas Collection System in the Landfill to enhance the collection of Landfill Gas from the existing Gas Collection System in the Landfill, provided such modifications do not unreasonably interfere with the management and operations of the landfill in BCC's sole discretion. Subject to the terms and conditions set forth below, Contractor shall have the right to connect such additional infrastructure into the Gas Collection System owned, constructed, and maintained by BCC. Such additional wells, related equipment, permitting, review by BCC's Engineer, construction, and construction observation services will be at the cost and expense of Contractor. Each party hereto agrees to reasonably cooperate with each other with respect to these matters. The Contractor shall provide a minimum of 45 days to review the proposed modifications to the Gas Collection System. However, BCC has the exclusive authority to deny or approve any proposed modifications to the gas collection system, which shall not be unreasonably conditioned, withheld or delayed.

SECTION 3 – OBLIGATIONS OF BCC

A. Obligations. It is understood and agreed by the parties that BCC's primary purpose is the efficient Management and Operation of the Landfill and compliance with Applicable Laws (as defined below) relating to the Management and Operation of the Landfill, including,

without limitation, all applicable permit requirements. The operation of the Processing Station shall not, therefore, unreasonably interfere with the Management and Operation requirements of the Landfill, as required by operations permits and as reasonably determined by BCC. Subject to these limitations, BCC shall:

(i) cooperate in the construction, development and operation of its Landfill so as to maximize the production of Landfill Gas to the extent that such operation does not impact the course of normal operations and regulatory compliance, as reasonably determined by BCC in its sole discretion;

(ii) not unreasonably interfere with the Contractor's construction, operation and maintenance of the Processing Station;

(iii) take reasonable steps to prevent any of its independent contractors from committing such interference, disruption, or destruction described in (ii) above, except as needed to perform construction. Provided, however, that BCC shall not under any circumstances liable for the conduct or actions of its independent contractors;

(iv) repair major cracks, fissures, erosion or the physical changes in the Landfill which have an adverse effect on the production of Landfill Gas or on the Gas Collection System or Processing Station;

(v) accept into its Leachate collection system all Condensate produced from processing Landfill Gas from the Landfill by Contractor without cost to Contractor, provided that that Contractor's activities do not alter the composition of the Condensate from that which is collected directly from the Landfill. If special handling of the Condensate is required as a result of the Contractor's activities, the Contractor shall pay BCC for the direct cost of the disposal of the Condensate or, at Contractor's election, dispose of the Condensate itself. This includes, but is not limited to, disposal of the mixture as a Hazardous Material (if it meets such definition). At BCC's request, the Contractor shall, at his own expense, test Condensate resulting from the Landfill Gas processing procedure, which shall be completed within sixty (60) days of such request. The results of such tests shall be used by BCC to assess the changes to the Condensate quality resulting from the Contractor's operations. The party that disposes of the Condensate shall be responsible for disposing of the same in accordance with any applicable Environmental Laws.

(vi) be solely responsible for complying with any and all applicable federal, state, BCC, municipal, and local laws, statutes, rules, regulations, ordinances, codes restrictions, permitting requirements and any other governmental requirements or obligations of any kind or nature ("Applicable Laws") relating to or regulating the expansion, construction and Management and Operation of the Landfill exclusive of the Processing Station (including, without limitation, the Gas Collection System), including, without limitation, any and all Environmental Laws, including, without limitation, those Environmental Laws relating to cover requirements;

(vii) in good faith and using its best efforts, cooperate fully with Contractor so that Contractor can meet its responsibilities and obligations under this Agreement;

(viii) shall own the Gas Collection System and be solely responsible for operation and maintenance of any existing Gas Collection System and any expansion of such System; BCC shall promptly replace or repair any nonfunctioning or defective components of such Gas Collection System, as may be expanded, including, without limitation, network recovery wells and interconnecting pipes with attendant valves, pumps, monitoring devices and other extraction related equipment installed for the purpose of extracting and recovering Landfill Gas; BCC shall monitor and adjust the Gas Collection System on a monthly basis to optimize gas flow and methane content without interference with the normal Management and Operation of the Landfill and BCC's duty to comply with applicable Laws relating to the same. Should Contractor in good faith believe that BCC is not meeting its obligations in this regard, Contractor shall be allowed, with notice to BCC, to bring in its qualified engineers to assess and make recommendations to improve the existing Gas Collection System performance; BCC may, in its sole discretion; choose to implement these recommendations, subject to the conditions of Section 2E and provided they do not interfere with the normal Management and Operation of the Landfill and BCC's duty to comply with applicable Laws relating to the same.

(ix) At the Contractor's request but no more than once per fiscal year, BCC may retain one of BCC retained Consultants to assess and make recommendations to improve the existing Gas Collection System. BCC may, in its sole discretion; choose to implement these recommendations, subject to the conditions of Section 2E and provided they do not interfere with the normal Management and Operation of the Landfill and BCC's duty to comply with applicable Laws relating to the same.

(x) Cooperate with Contractor in connection with the rights granted under Section 2E hereof, to the extent that such cooperation does not unreasonably interfere with the normal Management and Operation of the Landfill, in BCC's sole discretion, and BCC's duty to comply with Applicable Laws relating to the same;

(xi) execute such further documents or may be reasonably requested by Contractor in connection with the grant of rights under Section 2 of this Agreement.

(xii) should BCC's flare be required to remain on due to permit or other legal requirements, BCC will operate the flare so as to minimize the amount of gas consumed by the flare without interference with the normal Management and Operation of the Landfill, in BCC's sole discretion, and BCC's duty to comply with applicable Laws relating to the same.

B. Access. BCC hereby grants access to the Landfill and the Processing Station to Contractor, Buyer(s) and their employees, representatives and independent contractors on a twenty-four (24) hour per day seven (7) day per week basis for the purposes of enabling Contractor or Buyer(s) to conduct their operations contemplated under the Agreement. Such operations to include, but without limitation, (i) the construction, operation, and maintenance of the Processing

Station, and (ii) operation and maintenance of all electric or gas transmission lines used by Contractor. BCC agrees to maintain roads to and within the Landfill to permit reasonable access for the parties described above. If access to certain routes be denied for any reason, BCC and Contractor shall mutually arrange for alternative access. All of the foregoing rights shall be exercised by Contractor in a manner so as not to interfere unreasonably with BCC's Landfill operations in BCC's sole discretion. Nothing contained in the Agreement shall prevent BCC, its employees, representatives, and independent contractors from using any of the roads or other means of access to or in the Landfill. BCC management personnel only shall have twenty-four (24) hour per day seven (7) day per week access to the plant site via card reader access which shall be provided for by AEP.

C. **Documents.** As requested by Contractor, BCC shall:

(i) to the extent permitted by law, assign such permits or other approvals, as may be necessary for Contractor to undertake the activities contemplated in this Agreement;

(ii) provide Contractor with copies of documents in its possession regarding Landfill Gas production from the Landfill, the quantities and type of refuse in the Landfill, tipping records, etc;

(iii) inform Contractor in writing about any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and BCC's or Contractor's activities contemplated in this Agreement, and, at Contractor's request, deliver copies of such material or documents as may be in BCC's possession;

(iv) provide assistance as may be necessary for Contractor to obtain any permits required to undertake the activities contemplated in this Agreement.

(v) provide adequate land space at the Landfill for installation of the Processing Station and related equipment within available land space limitations, including the Plant Site and the above referenced easement and right of way areas as shown on Exhibit A. The location of any proposed Processing Station and related equipment shall not interfere with BCC's Management and Operation of the Landfill in BCC's sole discretion.

D. **Further Documentation.** To the extent reasonably possible, BCC will provide further written easements in streets and other rights-of-way with respect to the matter set forth in Section 2C and 2D.

SECTION 4 – OBLIGATIONS OF CONTRACTOR

A. **Processing Station.** Contractor shall, at its sole expense, design, install, permit, and construct, a Processing Station at the Landfill (including any expansions thereof), all in accordance with federal, state and industry standards in existence as of the date of this Agreement or as of the date of work commencing on any expansions thereof. The design and permitting documents shall be signed and sealed by a professional engineer registered in the State of Alabama.

The Contractor shall, at his sole expense provide all planning, design, and fees necessary to obtain all required local, state, and federal regulatory permits for the Processing Station, including all related permit fees. The Scope of Work undertaken in this Agreement is set out in Exhibit A attached hereto.

B. Operating Requirements. Contractor shall operate and maintain the Processing Station in a reasonably prudent manner, in accordance with good engineering practices, in accordance with accepted industry standards and in compliance with Applicable Law, including Contractor's permit requirements. The extent of permit compliance responsibility by the Contractor will be limited to compliance with those permits and permit conditions directly related to the Processing Station. The Contractor shall not operate the Processing Station in such a manner as to cause BCC to violate the conditions of any of its permits.

The Contractor shall be responsible for all permitting related to construction and/or operation of the Processing Station, including completion and submission of permit application, development of supplemental permit information, and payment of application fees once reviewed and approved by BCC.

If an application must be filed in BCC's name, the Contractor shall complete the application, in full, and provide payment of the application fee for execution and submission by BCC. The Contractor shall be responsible for responding to all review comments and requests for information issued by the permitting agency until the permit is issued.

The Contractor shall, at its own expense, prepare and file permit applications and diligently execute the processing of such permit applications for the purpose of obtaining all permits that are required under Applicable Law relating to the construction, installation, and operation of the Processing Station, associated electrical transmission lines, and/or steam, pipelines, or other utilities or improvements, on and off site. In connection therewith, BCC agrees to make available to the Contactor all known public records within BCC's possession of environmental reports, studies, application, and other available data relating to the Landfill.

C. Plans and Drawings. Contractor shall submit detailed plans, drawings and technical data for the Processing Station and expansions thereto and any other equipment to be installed on the Plant Site or Landfill to BCC for review. This information will be kept up to date for the term of the Agreement. Electronic copies of all drawings and permit applications will be provided to BCC when available. Contractor will provide BCC with a complete set of signed and sealed "as built" plans for the Processing Station and all other modifications, including but not limited to utilities and any Gas Collection System modifications constructed at the Landfill site pursuant to Section 2E.

SECTION 5 – TERM

A. Agreement Term. This Agreement shall be effective on the date of its execution and shall have a term of fifteen (15) years from the Commercial Operation Date, which term may be extended by mutual agreement of the parties for one (1) additional five (5) year period.

SECTION 6 – COMPENSATION

A. Royalty Payments. Subject to the provisions set forth below, Contractor agrees to pay four US dollars/million Btu ($4.00/mmBtu), for all Landfill Gas consumed by the Processing Station. The initial royalty payment shall be made within 120 days from the date of the first transfer of Landfill Gas ownership from BCC to the Contractor. Thereafter, royalty payments shall be made no later than the first day of each month during the duration of this Agreement.

B. Carbon Credit payments. If Contractor designs and/or constructs a landfill Gas Collection System at its cost as part of this contract, Contractor shall be entitled to all Voluntary Emission Reduction or Carbon Credit payments resulting from the construction and operation of same.

SECTION 7 – FINANCING

A. Contractor's Right to Finance. BCC acknowledges the need of the Contractor to finance the initial construction of the Processing Station and related equipment and hereby consents to any security interest, mortgage, encumbrance or lien (collectively, "Lien") on the machinery, equipment, fixtures, and buildings that make up the Processing Station for the purpose of obtaining such financing, provided:

(i) Contractor shall give BCC notice of the existence of such Lien together with the name and address of the holder of such Lien, and a copy of such Lien.

(ii) That the existence of such Lien shall not relieve Contractor from any liability or responsibility for the performance of its obligations under this Agreement.

(iii) Such financing shall be limited to funds needed for the initial construction of the Processing Station and the purchase of such equipment. Any additional financing, including without limitation funds to be used for maintenance of the Processing Station, expansions of the Processing Station, or upgrading equipment, shall not result in a Lien on the machinery, equipment, fixtures, and buildings that make up the Processing Station without BCC's written consent.

BCC further acknowledges that, in connection with the financing referenced in this Section 7.A., BCC is required to subordinate its right to payments due to BCC hereunder to certain other expenses and payments required to be made by Contractor; namely, that all revenues of Contractor shall be paid and distributed as follows (as the same may be reasonably modified by Contractor's lender):

1. First, to Contractor's operating expenses to a budget number approved by Contractor's lender, not to exceed $900,000.00;

2. Second, to Contractor's debt service on such financing;

3. Third, to replenish Contractor's debt service reserve as follows:

    a. Contractor will maintain a 6-month debt service reserve in the total amount of $380,963, which will be initially funded out of the debt and equity proceeds;
    b. The debt service reserve will increase to a 12-month debt service (e.g. an additional $380,963 will be added to the debt service reserve to a total of $761,926, which represents 12-months of debt service on the senior loans) to be funded out of available cash flow in accordance with the priority of the waterfall. This is projected to occur in the 3rd month after the commercial operation date;
    c. The debt service reserve will decrease to a 9-month reserve when 25% of the total debt financing has been repaid (e.g. $190,481 will be released from the debt service reserve and distributed in accordance with the waterfall with the debt service reserve then totaling $571,444);
    d. The debt service reserve will decrease back to a 6-month reserve when 50% of the total debt financing has been repaid (e.g. $190,481 will be released from the debt service reserve and distributed in accordance with the waterfall with the debt service reserve then totaling $380,963);

4. Fourth, to replenish a $250,000 operating expenses reserve to be used to cover any unexpected operations and maintenance costs as follows:

    a. Contractor will maintain an operating expense reserve in the total amount of $250,000, which will be funded out of the debt and equity proceeds;
    b. The operating expense reserve represents approximately 3.5 months of the $900,000 annual operation and maintenance budget;
    c. Unexpected operations and maintenance costs are defined as system failures that are not under warranty, including without limitation motors, blowers, meters and compressors;

5. Fifth, to BCC to purchase raw Landfill Gas under this Agreement;

6. Sixth, to replenish a $350,000 Landfill Gas reserve that would be used to cover any shortfall in cash flow available to pay Baldwin County for the raw Landfill Gas as follows:

    a. Contractor will maintain a Landfill Gas reserve in the total amount of $350,000, which will be initially funded out of the debt and equity proceeds;
    b. The Landfill Gas reserve represents approximately 4.3 months of landfill gas payments to BCC at the contractual $4/mmbtu; and

7. Last, all remaining available cash flow may be distributed to Contractor's equity holders pursuant to the terms of its applicable organizational documents.

BCC acknowledges that, notwithstanding any term to the contrary contained herein, in no event will Contractor's compliance with the terms of the payment and distribution schedule set forth above result in a default under this Agreement, and BCC agrees to subordinate its rights to receive payments hereunder to payment of those expenses and amounts given higher priority in the foregoing list. Contractor acknowledges that nothing herein shall be construed to (i) relieve Contractor of the duty to timely pay all royalty and other payments required herein, or (ii) prejudice BCC's default remedies should Contractor fail to timely pay such payments.

B. No Mortgage of BCC Property. Notwithstanding the foregoing, under no circumstances shall Contractor cause any mortgage to exist on the Landfill or Plant Site, except with respect to any fixtures that are Contractor's property.

SECTION 8 – GENERAL OBLIGATIONS

A. Planning and Expansion. Contractor recognizes that future development of the Landfill may include addition of and/or modification of facilities such as Leachate collection and treatment systems, wastewater collection sewers, wastewater sludge disposal systems and solid waste to existing areas. Contractor also recognizes that future development of the Landfill may also include expansion, relocation of existing cover material and waste and continued future filling in currently inactive and/or closed portions of the Landfill. Contractor recognizes that BCC may in the future adjust the sideslopes of the landfill and modify the existing Landfill Gas System in order to gain additional airspace. Contractor and BCC agree to exchange information for planning and coordination of such facilities and activities to promote safe and orderly development and operation of the Landfill within the constraints of the Applicable Laws and in consideration of optimizing Landfill Gas collection volumes. Should BCC expand or modify its facilities, it shall take reasonable steps to reduce downtime to Contractor's Generator Station resulting from such activities.

B. Interests Retained By BCC. All materials, minerals, water, natural gas, and other items existing in, on, or under the Landfill (including, but not by way of limitation, the refuse, cell liners, the Landfill Gas until title passes to Contractor at the Delivery Point, Leachate, Leachate collection system, Condensate, and cover) shall at all times remain the property of BCC.

C. Gas Migration. Contractor shall have no responsibility or liability for the control or containment of or for damage occasioned by Landfill Gas migration beyond or within the grounds of the Landfill. BCC shall be solely responsible for the control and containment of the migration of Landfill Gas. Should migration of gas cause the current or additional migration control systems to be implemented the parties will work together to design and implement a migration control program that will mitigate any impact on gas quality or the operation of the Processing Station.

D. Contactor Licensing. Contractor shall be licensed to do business in the State of Alabama. Construction of the Processing Station will be performed by an Alabama licensed contractor. All permitting and design performed by Contractor will be performed by an

Alabama licensed professional engineer. The Contractor shall perform completion of this Project in strict accordance with the designs, specifications and any applicable drawings. Signed and sealed designs and as-built drawings will be provided by the Contractor to BCC. The Contractor must be in good standing with BCC, Solid Waste Department and Baldwin County Purchasing Department.

SECTION 9 – LIMITATION OF LIABILITY

A. Landfill Gas. Except as provided in this Agreement, BCC provides no representation or warranties either expressed or implied, as to the amount or chemical composition of the Landfill Gas to be extracted hereunder, including, but without limitation, any warranty of merchantability or fitness of the Landfill Gas for a particular purpose.

B. Contractor's Obligation. Contractor will be solely responsible for the determination of the suitability of the Landfill Gas to be used under this Agreement for any and all purposes contemplated by Contractor.

C. Condensate. Condensate shall be managed in accordance with Section 3A(v) above.

SECTION 10 - INDEMNITIES

A. Indemnification by Contractor. Contractor shall indemnify, hold harmless and, upon request, defend BCC, its officers, employees, servants, agents and independent contractors, successors and/or assigns, jointly and severally, from and against any and all costs, claims, liabilities, damages, expenses, causes of action, suits, or judgments, including, without limitation, reasonable attorney's fees of outside counsel and all court costs and experts fees, incurred in connection with or arising from or relating to (1) any breach of this Agreement by Contractor or any of Contractor's officers, employees, servants, agents and independent contractors; or (2) the Contractor's operations at the Plant Site, including the Processing Station; or (3) any breach or violation of any Applicable Laws, including without limitation, Environmental Laws, by Contractor or any of Contractor's officers, employees, servants, agents and independent contractors; or (4) the operations, acts, or omissions to act of any person who is either controlled by or affiliated with Contractor or invited onto any part of the Landfill, Plant Site, or Processing Station by Contractor or any of Contractor's officers, employees, servants, agents and independent contractors; or (5) any negligent, grossly negligent or intentional act or omission of Contractor or its officers, employees, servants, agents, or independent contractors, including, without limitation, such acts or omissions that cause injury or death to person(s) or damage or loss to or of property; and/or (6) any contamination or other environmental problems or difficulties whether now known or hereafter discovered that arises from any negligent, act or omission of Contractor or any of Contractor's officers, employees, servants, agents or independent contractors or Contractor's operation of the Plant Site and the Processing Station.

Contractor's indemnification of BCC under this Section 10A shall not be applicable to the extent that liability arises solely from any negligent, grossly negligent or intentional acts or

omissions of BCC or any of BCC's officers, employees, servants, agents or independent contractors.

B. Indemnification by BCC. BCC shall indemnify, hold harmless and, upon request, defend Contractor, its members, managers, employees, servants, agents, independent contractors, successors and/or assigns, jointly and severally, from and against any and all costs, claims, liabilities, damages, expenses, causes of action, suits, or judgments, including, without limitation, reasonable attorney's fees of outside counsel and all court costs and experts fees, incurred in connection with or arising out of or relating to (1) the Management and Operation of the Landfill, including the Gas Collection System, by BCC; or (2) any breach or violation of any Applicable Laws, including, without limitation, Environmental Laws, by BCC or any of BCC's officers, employees, servants, agents and independent contractors; or (3) BCC's use or activities at the Landfill prior to the date of this Agreement; or (4) the subsurface migration or surface emission of Landfill Gas within or beyond the Landfill, to the extent such migration is not related to the activities of Contractor; or (5) any negligent, grossly negligent or intentional act or omission of BCC or its officers, employees, servants, or agents, including, without limitation, such acts or omissions that cause injury or death to person(s) or damage or loss to or of property; or (6) any contamination or other environmental problems or difficulties whether now known or hereafter discovered that arises from any negligent act or omission of BCC or any of BCC's officers, employees, servants, or agents s or BCC's Management and Operation of the Landfill or the Gas Collection System SAME, including, without limitation, any subsurface migration or surface emission of Landfill Gas; and/or (7) any injury or death to person(s) or damage or loss to or of property arising out of or due to the presence of Hazardous Materials in or on the Landfill Gas or Landfill.

Notwithstanding the foregoing, BCC's indemnification of Contractor under this Section shall not be applicable to the extent that liability arises solely from any negligent, grossly negligent or intentional act or omission of Contractor or any of Contractor's members, managers, employees, servants, agents or independent contractors.

D. BCC's Limitation of Liability for Breach of Contract. In no event shall BCC be liable to Contractor with respect to any claim for breach of this Agreement for any indirect, special, incidental, punitive or consequential damages of any kind or nature. Without limiting the generality of such exclusion, the following types of damages shall not be recoverable: loss of usage of the Processing Station and capital costs. This Section shall not be interpreted to eliminate or limit in any respect BCC's other indemnification obligations as provided in and pursuant to Section 10B.

If BCC breaches this Agreement, the sole and exclusive remedy of Contractor shall be to recover from BCC the actual compensatory damages for which Contractor is entitled under Alabama law.

E. Exclusiveness of Remedies for Breach or Termination. BCC and Contractor expressly agree that BCC and Contractor, respectively, shall each also have the right to terminate

this Agreement pursuant to and subject to the conditions of Section 14A and Section 14B, respectively, as a result of a breach that is not cured by the other party within thirty (30) days of notice thereof; these two remedies shall be cumulative. No other damages shall be recoverable by BCC from Contractor or by Contractor from BCC for such termination or breach.

Notwithstanding anything to the contrary, the language of this Section 10 shall not prevent BCC, Contractor or any Buyer from (i) pursuing injunctive relief or specific performance or (ii) from arbitrating or litigating (as the case may be) any liability or indemnification matter without terminating this Agreement (i.e. the party shall not be required to terminate this Agreement in order to seek redress for a breach of the Agreement or any other matter to which the party is entitled to indemnification under the provisions of this Section 10).

F. Survival. All provisions of this Section 10 shall survive termination of this Agreement, by default or otherwise.

SECTION 11 – INSURANCE

A. Contractor. The Contractor shall purchase and maintain all of the insurance described in Sections 11(i) through Section 11(iv) hereof during the term of this Agreement:

(i) Workers' Compensation including occupational disease in accordance with the statutory requirements set forth by the state in which the Work is to be performed and employer's liability insurance covering all Contractor's employees engaged in the performance of this contract in the minimum sum of $1,000,000.

(ii) Commercial general liability insurance, including Contractor's protective liability and contractual liability insurance covering death or bodily injury and property damage with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

(iii) Comprehensive automobile liability insurance covering Contractor for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with a combined single limit of a minimum sum of $1,000,000.

iv) Environmental pollution liability insurance covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations with a combined single limit of a minimum sum of $1,000,000.

(v) Certificates of insurance covering all of the insurance required to be maintained by Contractor shall be filed with BCC. BCC shall be named as an additional insured under all insurance policies, using ISOCG 20-10 Endorsement. All such policies shall be from reputable national insurance companies, licensed in the state in which the Project is located and reasonably acceptable to BCC. All

insurance policies shall contain the provision that the insurance company will provide written notice to BCC thirty (30) days prior to any change, termination or cancellation of coverage. All insurance policies shall provide that all deductibles shall be for Contractor's account, and all such insurance policies shall be primary and not contributory with BCC's insurance.

B. BCC. BCC shall purchase and maintain all of the insurance described in Section 11B(i) through Section 11B(v) hereof during the term of this Agreement:

(i) Workers' Compensation including occupational disease in accordance with the statutory requirements set forth by the state in which the Work is to be performed and employer's liability insurance covering all of BCC's employees engaged in the performance of this contract in the minimum sum of $1,000,000.

(ii) Commercial general liability insurance, including BCC's protective liability and contractual liability insurance covering death or bodily injury and property damage with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

(iii) Comprehensive automobile liability insurance covering BCC for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with a combined single limit of a minimum sum of $1,000,000.

(iv) Certificates of insurance covering all of the insurance required to be maintained by BCC shall be filed with the Contractor. Contractor shall be named as an additional insured under all insurance policies, using ISOCG 20-10 Endorsement. All such policies shall be from reputable national insurance companies, licensed in the state in which the Project is located and reasonably acceptable to Contractor. All insurance policies shall contain the provision that the insurance company will provide written notice to the Contractor thirty (30) days prior to any change, termination or cancellation of coverage. All insurance policies shall provide that all deductibles shall be for BCC's account, and all such insurance policies shall be primary and not contributory with Contractor's insurance.

SECTION 12 – REMOVAL AND RESTORATION

The Processing Station and related equipment shall remain the personal property and/or responsibility of Contractor (collectively "Contractor's Equipment"), notwithstanding the method or mode of installation or attachment to real property. Upon written request by Contractor, BCC shall provide a waiver or estoppel certificate from Contractor or any lessee operator of the Landfill, in a form satisfactory to Contractor, acknowledging that Contractor's Equipment is personal property owned by Contractor and subject to the right of removal by Contractor. Contractor shall have an obligation, within three (3) months after the expiration or termination of this Agreement,

to remove or to cause the removal of the above ground portion of Contractor's Equipment and to permanently seal and cap all openings for pipes or equipment left in the Plant Site in accordance with the then applicable industry standards and Applicable Laws relating to the closure of the Plant Site and in such a manner as to not cause violations of the Title V permit conditions. Upon the expiration or termination of this Agreement, BCC shall have the option to accept ownership of the below ground portions of the Processing Station, including foundations, if any. Should BCC not elect to accept ownership, Contractor shall be responsible to remove all such below ground portions.

SECTION 13 – FORCE MAJEURE

If by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of such inability, provided that: (i) the non-performing party, within two weeks after the occurrence of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligation of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and (iv) that the non-performing party endeavor to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, the performing party may, at its option, terminate this Agreement after six (6) consecutive months of any such suspension of performance. Neither party shall be required to settle strikes, lockouts, or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in it judgment, not in its best interest. A Force Majeure, as that term is defined herein, under the Power Purchase Agreement, shall be a Force Majeure under this Agreement.

SECTION 14 – TERMINATION

A. Contractor's Default. In the event that Contractor at any time fails to perform or observe any of the provisions of this Agreement required to be performed or observed by Contractor or otherwise breaches this Agreement, BCC shall notify Contractor in writing of the facts relied upon as constituting a default or breach hereunder. Contractor, if in default, shall have ninety (90) days after receipt of such notice in which to complete or substantially complete compliance with such provisions. BCC shall have the right to terminate this Agreement upon written notice to Contractor if Contractor fails to complete or substantially complete such compliance efforts within the ninety (90) day period, unless (i) such failure is excused under the provisions of Section 13 hereof, or (ii) compliance within ninety (90) days is not reasonably possible and Contractor has commenced and is diligently pursuing such compliance effort. Upon such termination, BCC shall be entitled to the remedies and damages set forth in this Agreement.

B. BCC's Default. In the event that BCC at any time fails to perform or observe any of the provisions of this Agreement required to be performed or observed by BCC or otherwise breaches this Agreement, Contractor shall notify BCC in writing of the facts relied upon as constituting a default or breach hereunder. BCC, if in default, shall have ninety (90) days after receipt of such notice in which to complete or substantially complete compliance with such provisions. Contractor shall have the right to terminate this Agreement upon written notice to

BCC if BCC fails to complete or substantially complete such compliance efforts within the ninety (90) day period, unless (i) such failure is excused under the provisions of Section 13 hereof, or (ii) compliance within ninety (90) days is not reasonably possible and BCC has commenced and is diligently pursuing such compliance efforts. Upon such termination, Contractor shall be entitled to the remedies and damages set forth in this Agreement.

C. Termination For Convenience. In the event:

(1) Contractor, in its sole discretion, determines that (a) the Landfill can no longer produce Commercial Quantities of Landfill Gas or (b) the Project cannot be operated economically; or

(2) a Buyer fails to perform its obligations under one or more Power Purchase Agreement(s);

(3) then Contractor shall have the right to surrender and terminate this Agreement after payment of one (1) years' worth of gas payments to BCC as outlined in Section 6A. Once payment has been made this agreement shall become null and void.

D. Non-Waiver. No action taken by BCC or Contractor after the effective date of the termination of this Agreement pursuant to Section 14A or 14B in accepting one or more payments from the other or undertaking any other activity which would have been authorized by this Agreement but for its termination, shall be construed as notice that this Agreement is not canceled or as a waiver of the termination.

SECTION 15 – REPRESENTATIONS AND WARRANTIES

A. BCC. BCC hereby agrees, warrants and represents to Contractor, as of the date of execution of this Agreement and while this Agreement is in effect, that

(i) BCC has not entered into any other agreements with respect to the Landfill Gas conveyed to Contractor under this Agreement or with respect to any of the other rights conveyed to Contractor pursuant to Section 2 of this Agreement;

(ii) Contractor shall receive good and marketable lease to the Plant Site, the Landfill and the Landfill Gas, free and clear of all liens, claims, encumbrances and mortgages or adverse interests of any kind or nature;

(iii) It is intended that the Landfill and the Management and Operation of the Landfill (including the Gas Collection System) be in compliance with any and all Applicable Laws relating to the Management and Operation of the Landfill, including, without limitation, all Environmental Laws; and BCC will rectify instances of non-compliance in accordance with applicable laws and the associated compliance schedules; and that any existing Gas Collection System is in commercially reasonable operating

condition and that that existing or any new or expanded system will be maintained by BCC in good repair during the term of this Agreement.

(iv) BCC is not currently aware of any toxic material or Hazardous Material placed in the Landfill within the last 10 years, except for any incidental Hazardous Material that may be included within normal household waste; and

(vi) The execution, delivery and performance by BCC of this Agreement is within the powers of BCC, have been duly authorized and does not violate any Applicable Law or the charter of BCC.

B. Contractor. Contractor hereby agrees, warrants and represents to BCC, as of the date of execution of this Agreement and while this Agreement is in effect, that:

(i) Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Alabama and has the power to carry on its business as it is contemplated to be conducted under this Agreement; and

(ii) The execution, delivery and performance by Contractor of this Agreement is within the limited liability company powers of Contractor, have been duly authorized by all necessary limited liability company action, and do not violate any Applicable Law, or the terms of the articles of organization or operating agreement of Contractor.

SECTION 16 – TESTING AND ANALYSIS

A. Testing and Evaluation. Subject to the provisions of this Agreement, Contractor may conduct such tests and evaluations as may be necessary in order to determine whether the Landfill will produce Commercial Quantities of Landfill Gas and the Project is economically viable. All tests will be subject to the approval of BCC, which shall not be unreasonably conditioned, withheld, or delayed. Access to the Landfill for the purpose of conducting such tests shall be pursuant to Section 3B. Contractor, at its sole expense, will complete such testing and evaluation. Contractor shall provide BCC a copy of the results of all such tests and evaluations.

B. Pertinent Information. Prior to the commencement of the testing and evaluation and to the extent BCC has knowledge, BCC shall inform Contractor in writing about any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and BCC's or Contractor's activities in connection therewith. At Contractor's request, BCC will deliver copies of such material as may be in BCC's possession.

C. Go/NO Go Decision Date. Contractor shall determine the economic viability of this Project, Processing Station and whether the Landfill will produce Commercial Quantities of Landfill Gas within ninety (90) days of completion of the testing and evaluation described above and provide a Go/No Go Decision within the ninety (90) days. Gas sampling for said testing shall be recovered within thirty (30) days from the date of execution of this agreement.

D. Termination by Contractor. If Contractor determines, in its sole judgment, following completion of testing and evaluation, that the Project or the Processing Station is not economically viable or that the Landfill will not produce Commercial Quantities of Landfill Gas, Contractor shall provide written notice to BCC of such judgment in accordance with the "Go/No Go" decision date as specified above. Thereafter, this Agreement shall terminate with no further liability on the part of BCC or Contractor.

SECTION 17 – ASSIGNMENT

Except as expressly provided herein, this Agreement may not be transferred or assigned by one party without written consent of the other party which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 18 – NOTICES

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been properly given or sent (on the date such act(s) occurs) if (a) served personally upon the party for whom intended, (b) sent by first-class mail, return receipt requested, (c) sent by Federal Express or other nationally recognized over-night carrier or (d) sent via facsimile, to such party at its address as hereinafter shown, provided a confirmation is generated by the fax machine sending the fax (and such fax is confirmed with a telephone call to the receiving party's office, notifying him that such fax was sent), or sent as otherwise permitted by the receiving party by notice to the sending party in accordance with this provision:

To Contractor: AEP Renewable Fuels, LLC
1400 Buford Highway Ste E-2
Buford, GA 30518

With a copy to:

To BCC:

Or to any other addresses designated in writing by the receiving party to the other party in accordance with the provisions of this Agreement.

SECTION 19 - TAXES

Contractor shall, during the term of this Agreement, pay or arrange for the payment of all general taxes currently levied upon or assessed against the Processing Station, relating equipment, machinery and improvements constructed or installed by it in, on, or adjacent to the Landfill.

SECTION 20 – MATERIAL CHANGES

A. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

B. Headings. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.

C. Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between Contractor and BCC or to impose any partnership obligation or liability upon such parties. Neither BCC nor Contractor shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

D. Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Alabama.

E. Amendments to Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties hereto.

F. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements and understandings between the parties relating to the subject matter hereof.

G. Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

H. Contractor Right to Processing Station Design. It is acknowledged that the Contractor has or will expend considerable time and expense in developing the designs for the Processing Station, therefore, consider such design to be proprietary. BCC agrees on behalf of itself and its agents and representatives to maintain the proprietary nature of this design by not constructing like facilities without the written approval of the Contractor.

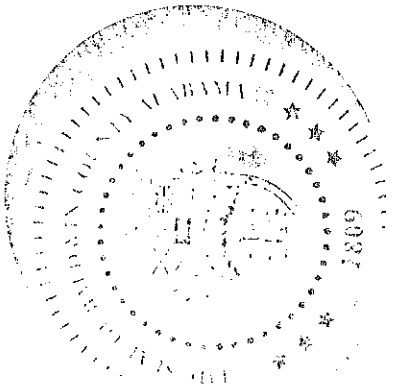
IN WITNESS OF THE ABOVE TERMS, the parties have caused this Agreement to be executed, by their respective officers duly authorized, on the dates indicated below, in duplicate, each to have the force and effect of an original.

AEP RENEWABLE FUELS, LLC

By: _____ 2/2/21
Name: Tony Erwin Date
Title: CEO

COMPANY OR ORGANIZATION

By: _____ 2/2/2021
Name: Date
Title:



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STATE OF ALABAMA

County **OF:** Baldwin

NOTARY CERTIFICATE

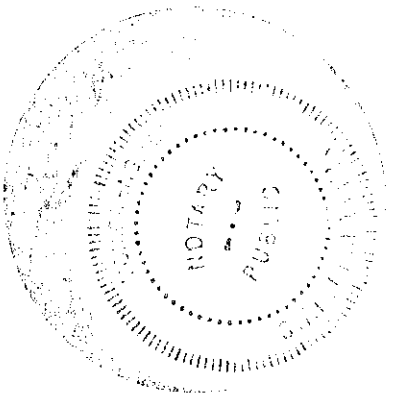
Before me this day personally appeared Joe Davis, III **and** Wayne Dyess, **as** Chairman **and** County Administrator **respectively of** Baldwin County Comm. **to me well known or produced identification** _____ **(Type of Identification) to be persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.**

Witness my hand and seal this 2nd **day of** February, **2021.**

Signature of Notary Monica English

Notary Stamp:

My Commission Expires:
May 5, 2024



AEP
RENEWABLE FUELS, LLC

December 18, 2020

Baldwin County Commission
Attn: Honorable Billie Jo Underwood, Mrs. Terri Graham,

Re: Proposed Landfill Gas Rights Agreement (the "Agreement") by and between AEP Renewable Fuels, LLC (together with any successor, "AEP") and Baldwin County Commission (the "Commission")

Dear Mses. Underwood and Graham,

This letter will serve as a written modification to the Landfill Gas Rights Agreement ("Agreement"). Unless otherwise stated, the terms herein shall have the same meaning as in the Agreement. The parties understand and agree that, notwithstanding any term to the contrary, the Agreement, once approved and executed by the Baldwin County Commission ("BCC"), will not be effective, and neither party will have any obligations thereunder, unless and until AEP executes all written agreements necessary to proceed with (1) interconnecting the Processing Station with the Riviera Utilities pipeline, (2) interconnecting with British Petroleum lateral lines, and (3) compressing and piping Landfill Gas to a metering and pressure regulation station. If said written agreements are not in place within six (6) months of the BCC's execution of the Agreement, the Agreement shall be null and void without further action by either party thereto.

Sincerely,

AEP Renewable Fuels, LLC

By: _____
Tony Erwin, CEO

AGREED AND ACKNKOWLEDGED:

BALDWIN COUNTY COMMISSION

By: _____
Name: Joe Davis III
Title: Chairman
Date: 2/2/2021

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF GROUND LEASE

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF GROUND LEASE (this "Agreement") is made as of August 3, 2021 (the "Effective Date"), by and among AEP RENEWABLE FUELS, LLC, a Georgia limited liability company ("Assignor"), AEP MAGNOLIA RNG, LLC, a Georgia limited liability company ("Assignee") and the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (the "Lessor"). The Assignor, Assignee, and Lessor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

Statement of Background

A. Lessor and Assignor entered into that certain Ground Lease dated as of February 2, 2021 (as amended through the date hereof, collectively, the "Lease") for a certain one (1) acre parcel of land (the "Leased Premises") located at the Magnolia Sanitary Landfill, 15140 County Road 49, Town of Summerdale, Baldwin County, Alabama (the "Real Estate").

B. The Parties now desire to provide for the assignment to Assignee, an affiliate of Assignor, of Assignor's rights under the Lease and the assumption by Assignee of Assignor's obligations thereunder, and for the Lease to be amended, all as hereinafter provided.

C. Capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

Statement of Agreement

NOW, THEREFORE, in consideration of the premises, the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment and Assumption.** As of the Effective Date, Assignor hereby grants, transfers and assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease. Assignee hereby assumes and agrees to perform all of the obligations of Assignor as the "Lessee" under the Lease, as amended hereby, arising on and after the Effective Date. Assignee, by assuming such obligations, shall be solely liable therefor from and after the Effective Date and shall be directly bound under all other terms and conditions to be performed by the "Lessee" under the Lease as amended by this Agreement.

2. **Release of Assignor.** Effective as of the Effective Date, Lessor hereby releases Assignor from all obligations under the Lease, heretofore or hereafter accruing, except for any obligations arising under the Lease out of matters occurring prior the Effective Date.

3. **Consent of Lessor.** Subject to all of the other terms and conditions of this Agreement, Lessor consents to and acknowledges the assignment of the Lease and all of the rights, title, interests and claims of Assignor thereunder to Assignee and to the assumption by Assignee of all of Assignor's liabilities and obligations thereunder arising on and after the Effective Date.

4. **Amendments.**

(a) The parties understand and agree that pursuant to that certain letter agreement and between Assignor and Lessor dated December 18, 2020 (the "Letter Modification"), the Lease will not be effective unless and until Lessee executes certain agreements referenced in the Letter Modification. Notwithstanding any term to the contrary in the Letter Modification, however, Lessee shall have until November 17, 2021, to execute such written agreements, and the Lease shall only be null and void if Lessee or its affiliate, AEP Magnolia Pipeline, LLC, fails to execute such written agreements by such date. The Initial Term of the Lease shall commence on the date such written agreements (or the last of the same) have been executed, and Lessee shall promptly provide Lessor with written confirmation of the same.

(b) Notwithstanding any term to the contrary in the Lease, Assignee and Lessor, being the only parties to the Lease as a result of this Agreement, agree and acknowledge that, in the event Lessor approves the establishment and organization of a solid waste authority with jurisdiction over the Real Property (the "Solid Waste Authority"), Lessor may transfer and assign the Lease to the Solid Waste Authority without any further consent or approval from Lessee; provided, however, that Lessor agrees to give Lessee prompt written notice of any such assignment.

5. **Jurisdiction; Governing Law.** This Agreement and the Lease, as amended hereby, shall be governed by and construed in accordance with the laws of the State of Alabama, without application of any conflict of laws rules or analysis.

6. **Entire Agreement; No Modification.** This Agreement together with the Lease sets forth the entire agreement between the parties with respect to the subject matter hereof, superseding all prior agreements and understandings, written or oral. This Agreement may not be amended, modified, supplemented or terminated except by a writing signed by Lessor, Assignor and Assignee.

7. **Captions.** The captions and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

8. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns, subject however to all limitations and restrictions on assignment contained in the Amended and Restated Lease.

9. **Counterpart Execution.** This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute one original Agreement. This Agreement may be executed by 'pdf' or facsimile.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

AEP RENEWABLE FUELS, LLC

By:_____
Name: Tony Erwin
Its: Manager and CEO

ASSIGNEE:

AEP MAGNOLIA RNG, LLC

By:_____
Name: Tony Erwin
Its: Manager and CEO

LANDLORD:

BALDWIN COUNTY COMMISSION

By:_____
Name: Joe Davis, III
Its: Chairman

STATE OF ALABAMA)
COUNTY OF BALDWIN)

GROUND LEASE

THIS GROUND LEASE ("Lease") is made this 2nd day of February, 2021, between AEP RENEWABLE FUELS, LLC, a Georgia limited liability company ("Lessee"), and the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Lessor").

WITNESSETH:

WHEREAS, Lessor is the owner of that certain real property known as the Magnolia Sanitary Landfill and located at 15140 County Road 49, Town of Summerdale, Baldwin County, Alabama (the "Landfill");

WHEREAS, contemporaneous with the execution of this Lease, Lessor and Lessee have entered into an agreement pursuant to which Lessor grants to Lessee certain rights to purchase landfill gas collected at the Landfill (the "Landfill Gas Rights Agreement"); and

WHEREAS, Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor, subject to the terms and conditions set forth in this Lease, a certain one (1) acre parcel of land located at the Landfill for Lessee's commercial production, storage and loading of transportation fuels from landfill gas for sale to others.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein to be kept, performed and observed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEMISE OF LEASED PREMISES

Description of Leased Premises

1.01 Lessor leases to Lessee, and Lessee rents and accepts from Lessor, a certain one (1) acre parcel of land located at the Landfill and further described on Exhibit A, attached hereto and incorporated herein by reference (the "Leased Premises"). All materials, minerals, water, natural gas, and other items existing in, on, or under the Landfill (including, but not by way of limitation, the refuse, cell liners, the landfill gas until title passes to Lessee, leachate, leachate collection system, condensate, and cover) shall at all times remain the property of Lessor, subject to the terms of the Landfill Gas Rights Agreement.

Land Subject to Liens, Encumbrances, and Other Conditions

1.02 Lessee shall be permitted to use the Leased Premises for all purposes set forth in the Landfill Gas Rights Agreement, and ancillary uses related thereto. All other uses are subject to the prior written consent of Lessor, such consent not to be unreasonably withheld, conditioned, or delayed. This Lease is expressly granted by Lessor and accepted by Lessee subject to all

applicable building, zoning and other ordinances and governmental requirements affecting the Leased Premises and to all restrictions, covenants, encumbrances, rights-of-ways, easements, exceptions, reservations and other matters of record encumbering or affecting the Leased Premises. Furthermore, subject to the rights of Lessee hereunder, Lessor reserves the right to grant any, easements, licenses, and other similar agreements affecting the Leased Premises, including, without limitation, utility and pipeline easements (collectively referred to for purposes of this paragraph as "Easements"), provided that, (i) the Easement shall be located in a manner that minimizes interference with the operations of Lessee at the Leased Premises and does not increase any operational cost or risk to Lessee, while also minimizing construction and operational costs and risks for Lessor; and (ii) in connection with any and all work performed and operations conducted within the Leased Premises, the Easement holder, including its employees, agents, invitees, contractors and subcontractors, shall comply with Lessee's standard safety and insurance requirements for contractors performing similar types of work within the Leased Premises. All plans and specifications for an Easement holder's improvements to be located on the Leased Premises shall be subject to Lessee's prior review and approval (such approval not to be unreasonably withheld, conditioned or delayed so long as such improvements meet Lessee's own standards for similar improvements on the Leased Premises). The matters referenced in this paragraph are the "Permitted Exceptions".

Representations and Warranties of Lessor

1.03 Lessee shall satisfy itself of any and all matters in connection with the condition of the Lease Land prior to execution of this Agreement. Lessee has the obligation to determine any and all conditions of the Leased Premises and any improvements thereof, without limitation. Lessor disclaims any and all warranties with regard to the Leased Premises, express or implied. Lessee has had the opportunity to inspect the Leased Premises and to satisfy itself with regard to its condition and Lessee understands, acknowledges and agrees that the Leased Premises is leased by Lessor and accepted by Lessee in its "AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED" condition and without recourse against Lessor. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND INCLUDING WITHOUT LIMITATION, (I) THE CONDITION OR SUFFICIENCY OF THE LEASED PREMISES FOR LESSEE'S INTENDED USE, (II) THE CONDITION OR ZONING STATUS OF THE LEASED PREMISES, OR ANY OTHER FACT OR MATTER RELATING THERETO, OR (III) WHETHER ANY OF THE LEASED PREMISES CONTAINS ANY SUBSTANCE OR MATERIAL WHICH IS OR MAY BE IN VIOLATION OF ANY ENVIRONMENTAL LAW. Lessee acknowledges that, except as may be otherwise expressly provided herein, in no event shall Lessor have any obligation for any defects in the Leased Premises or any limitation on its use. The taking of possession of the Leased Premises shall be conclusive evidence that the Leased Premises was in good condition at the time possession was taken. Notwithstanding anything herein to the contrary, Lessor hereby represents and warrants that, to its actual knowledge, as of the date of this Lease, the Leased Premises is in compliance with any and all - and that Lessee's permitted use hereunder does not violate any or all - applicable laws, statutes, ordinances and regulations.

ARTICLE 2. TERM AND RENT

Term of Lease

2.01 This Lease shall be for a term of fifteen (15) years ("Initial Term"), commencing on February 2 2021, and ending on February 2, 2036, unless terminated at an earlier date for any reason set forth in this Lease. Thereafter, this Lease shall automatically renew on a year-to-year basis unless Lessor or Lessee provides the other with written notice of termination of the Lease prior to the expiration of any renewal term. Notwithstanding the foregoing, the term of this Lease and the term of the Landfill Gas Rights Agreement shall be co-terminus, such that in the event of termination or extension of the term of the Landfill Gas Rights Agreement, this term of this Lease shall immediately be deemed so terminated or extended, as applicable.

Rent

2.02 Lessee shall pay to Lessor annual rental in the amount of $1,200.00, payable in equal installments of $100.00 per month in advance on the first day of each month for that month's rental, during the term of this Lease.

Holdover

2.03 If Lessee holds over after the expiration of the Initial Term of this lease agreement or any renewals thereof, then Lessee's tenancy shall be from month to month on all the terms and conditions as set forth in this Lease.

ARTICLE 3. USE AND CONSTRUCTION OF IMPROVEMENTS

Permitted Use of Leased Premises

3.01 Lessee shall have the right to use the Leased Premises solely and exclusively for activities related to Lessee's purchase of landfill gas from Lessor and the commercial production, storage and loading of transportation fuels for sale to others from landfill gas and ancillary uses incidental thereto; provided that such use shall be in accordance with the parties' Landfill Gas Rights Agreement all applicable Governmental Laws Environmental Laws and for no other purpose ("Permitted Use").

3.02 At all times, all uses of the Leased Premises shall be under the direction, supervision and control of agents and employees of Lessee so as to insure safe and appropriate use of the Leased Premises.

3.03 Lessee's use of the Leased Premises shall be in accordance with all applicable policies and procedures of Lessor of which Lessee has prior written notice and which do not unreasonably interfere or adversely affect Lessee's ability to perform at the Leased Premises as permitted under this lease agreement.

Construction of Buildings and Other Improvements

3.04 Lessee shall not commence any renovation, restoration or construction activities without the prior written approval of Lessor, such approval not to be unreasonably withheld, conditioned, or delayed. Lessee shall provide sufficient detail so that Lessor can make an informed decision with regard to any proposed renovation, restoration or constructions activities. All renovation, restoration or constructions activities shall be in accordance with the approved details. There shall be no additions or modifications to the approved details without the prior written permission of Lessor. Notwithstanding anything herein to the contrary, all renovation, restoration and construction activities permitted pursuant to the Landfill Gas Rights Agreement shall be deemed approved and permitted under this Lease Agreement. Further, notwithstanding anything herein to the contrary, if Lessor fails to respond to Lessee's request for approval within thirty (30) days after Lessee's said request, and such failure to respond continues for another thirty (30) days after a reminder notice from Lessee, then Lessor shall be deemed to have approved same.

3.05 Upon written approval of Lessor (or upon Lessor's deemed approval as set forth above), Lessee shall have the right to construct structures, buildings, and other improvements ("Improvements") on the Leased Premises, at Lessee's sole cost and expense, and in connection with any construction, Lessee shall be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve the approved plans or the Improvements erected on the Leased Premises. Lessor shall have no liability for any costs or expenses in connection with the construction of Improvements on the Leased Premises.

3.06 Lessor acknowledges that, pursuant to the parties' Landfill Gas Rights Agreement, Lessee shall, at its sole expense, design, install, permit, and construct, a Processing Station at the Landfill (including any expansions thereof), all in accordance with federal, state and industry standards, and that no further approvals from Lessor are required with respect to same. As set forth in said Agreement, the design and permitting documents shall be signed and sealed by a professional engineer registered in the State of Alabama.

3.07 Lessee shall keep and maintain cost records for all restoration, renovation and/or construction activities undertaken on the Leased Premises, copies of which shall be provided to Lessor upon Lessor's written request for same on no less than an annual basis.

3.08 No review or approval of plans, specifications or other information or documentation by Lessor shall constitute a representation or warranty by Lessor that such plans, specifications or other information or documentation satisfy any applicable laws or other requirements or will provide for a safe operation, and no such review or approval shall make Lessor otherwise liable with respect thereto. Lessee shall be solely responsible for determining whether its plans, specifications, construction and maintenance meet its needs, satisfy applicable laws and other requirements and will provide for a safe operation.

ARTICLE 4. OPERATING COSTS AND IMPOSITIONS

Maintenance and Operating Costs

4.01 During the term of this Lease, Lessee, at its own expense, shall maintain and keep the Leased Premises and the facilities constructed thereon in a state of good condition and repair. Lessee shall pay all "Operating Costs" and "Impositions" defined in Paragraphs 4.02 and 4.03, below, in connection with the Leased Premises.

Definition of Operating Costs

4.02 "Operating Costs" shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities: all commercially reasonable expenses, whether or not mentioned in this Lease, that are incurred with regard to operation, repair or maintenance of the Leased Premises. Notwithstanding the foregoing, Lessor shall be responsible for all costs incurred in Lessor's use of the Leased Premises.

Definition of Impositions

4.03 "Impositions" shall include all fines and levies that result from construction activities or the normal operation of the Leased Premises, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Premises and become due and payable during the Term of this Lease, or any lien that arises during the time of this Lease on the Leased Premises or Improvements, any portion of these, or any sidewalks or streets in front of or adjoining the Leased Premises and Improvements.

ARTICLE 5. LAWS AND GOVERNMENTAL REGULATIONS

Compliance

5.01 Throughout the entire term of this Lease, including any renewals, and without any cost to Lessor, Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of all Governing Authorities. "Governmental Authority" means any federal, state, tribal, foreign or local governmental entity, authority, department, court or agency, including any political subdivision thereof, exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, and including any arbitrating body, commission or quasi-governmental authority or self-regulating organization of competent authority exercising or enlisted to exercise similar power or authority.

ARTICLE 6. LIENS AND ENCUMBRANCES

Creation Not Allowed

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

Discharge After Filing or Imposition

6.02 If any lien or encumbrance shall at any time be filed or imposed against the Leased Premises or the fee estate or reversion of Lessor, Lessee shall cause the lien or encumbrance to be

discharged of record within sixty (60) days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Lessee shall fail to cause the lien or encumbrance to be discharged within the sixty (60) day period, and if Lessee is not diligently pursuing the discharged or bonding over of said lien or encumbrance, then in addition to any other right or remedy of Lessor, and upon at least ten (10) days prior written notice to Lessee, Lessor shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Lessor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the lienor and to pay the amount of the judgment for and in favor of the lienor with interest, costs, and allowances if Lessor elects to take this action. All amounts paid by Lessor and all of its costs and expenses in connection with the actions taken by Lessor, including court costs, reasonable attorneys' fees, and interest at the highest legal rate in effect at the time these moneys are due, shall be deemed to be additional rent under this Lease and shall be paid by Lessee to Lessor promptly on demand by Lessor.

Lessor Not Liable for Labor, Services, or Materials Furnished to Lessee

6.03 Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee in connection with any work performed on or at the Leased Premises.

ARTICLE 7. INSURANCE AND INDEMNITY

Property and Personal Injury Liability Insurance

7.01 At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, comprehensive broad-form public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Premises and Improvements, and adjoining areas, and shall be in an amount no less than $1,000,000 per occurrence and $2,000,000 in the aggregate for property damage and bodily injury.

7.02 At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, umbrella or excess liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Premises and Improvements, and adjoining areas in an amount of not less than $5,000,000 per occurrence and annual aggregate (inclusive of the requirements and in addition to the GL, CA, and EL limits listed in Paragraph 7.01 above.

Construction Liability Insurance

7.03 Lessee agrees to obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the Leased Premises. The insurance shall have limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate for property damage and bodily injury. The insurance shall be maintained for the mutual benefit of Lessor and Lessee against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the Leased Premises.

Certificates of Insurance

7.04 Each insurance policy required under this Article 7 shall be carried by insurance companies authorized to transact business in the State of Alabama, shall name both Lessor and Lessee as insureds, and shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Leased Premises, and any successors and assigns of this Lease.

7.05 Lessee shall furnish Lessor with certificates of all insurance required by this Article 7. Lessee agrees that if it does not keep this insurance in full force and effect, Lessor may notify Lessee of this failure, and if Lessee does not deliver to Lessor certificates showing all of the required insurance to be in full force and effect within ten (10) days after this notice, Lessor may, at its option, take out and pay the premiums on the insurance needed to fulfill Lessee's obligations under the provisions of this Article 7. On demand from Lessor, Lessee shall reimburse Lessor the full amount of any insurance premiums paid by Lessor, with interest at the rate of ten percent (10%) per annum from the date of Lessor's demand until reimbursement by Lessee.

7.06 Lessee acknowledges and agrees that the amount of liability insurance shall be subject to any increases that may be reasonably required by Lessor from time-to-time to account for inflation or other market conditions shall be made in cooperation between Lessor and Lessee. Notwithstanding the foregoing, the amount of liability insurance shall not be decreased without the prior written authorization of the Lessor.

Indemnification of Lessor

7.07 Lessee agrees to indemnify, defend and hold harmless the Lessor, its elected officials, officers, employees, agents, representatives, successors and assigns ("Lessor Indemnified Parties") from and against any and all Losses, defined below, which may be imposed on, incurred by or asserted against the Lessor Indemnified Parties, in any way and to the extent relating to or arising out of (i) any actions taken or omissions by Lessee or its members, officers, managers, employees, agents, successors, assigns, guests and invitees, vendors, equipment lessors, licensees, carriers, contractors or subcontractors (together, "Lessee") in connection with the occupancy, use or operation of the Leased Premises or surrounding areas, or any accident or occurrence in connection therewith, (ii) any failure to perform any covenant or agreement made or undertaken by Lessee in this Lease beyond any applicable notice and cure period, (iii) the occupancy, use and/or occupation of the Leased Premises, by Lessee and/or (iv) any injury or damage to any person, including death, or property, occurring in or about the Leased Premises; provided, however, that Lessee shall not be required to indemnify the Lessor Indemnified Parties for any Losses under clauses (i), (ii), (iii) or (iv), to the extent resulting from or arising out of the gross negligence or willful misconduct of any of the Lessor Indemnified Parties. For purposes of this Lease, "losses" shall mean any losses, damages, liabilities, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses (including court costs and reasonable attorney's and expert's fees) of any and every kind or character, known or unknown, fixed or contingent. Lessee waives all claims and demands against Lessor for any loss, damage, or injury arising out of or related to Lessee's occupancy, use or operation of the Leased Premises or related

to the condition of the Leased Premises caused other than by the negligent or intentional act or omission of Lessor.

7.08 Notwithstanding anything contained in this Lease to the contrary, the provisions of this Article 7 shall survive the expiration or earlier termination of this Lease.

ARTICLE 8. ENVIRONMENTAL

Compliance

8.1 During the entire term of this Lease, including any renewals, at no cost to Lessor, Lessee shall comply with all Environmental Laws applicable to its operations and business at or on the Leased Premises which compliance shall include handling, storing, and disposing of all substances at, in or on the Leased Premises in compliance with all applicable Environmental Laws and satisfying any and all environmental enforcement, permitting, notifications or reporting requirements directly arising out of Lessee's use of the Leased Premises, as required by any applicable law. Without limiting the foregoing, Lessee shall not (a) use or knowingly permit the use by or under Lessee or any vendors, equipment lessors, invitees, licensees, carriers, contractors or subcontractors of any tier of any of Lessee (collectively, the "Lessee") on or about the Leased Premises for the on-site disposal of Hazardous Substances or any other activities in violation of Environmental Laws, or (b) release, or knowingly allow the release by or under Lessee of any Hazardous Substances onto the Leased Premises or adjacent lands or waters in violation of or at concentrations that exceed those allowed by Environmental Laws. Lessor hereby represents and warrants to Lessee that, to its actual knowledge, as of the date of this lease agreement, the Leased Premises is not in violation of any Environmental Laws.

Hazardous Substances

8.2 "Environmental Laws" as used in this Lease shall mean any and all applicable federal, state, municipal and local laws, statutes, rules, regulations, ordinances, codes, restrictions, permitting requirements, licensing requirements and any other governmental requirements or obligations of any kind or nature relating to (i) environmental pollution, contamination or other impairment of any kind or nature, (ii) the construction, installation, repair, maintenance or operation of the Gas Collection System and/or (iii) any hazardous waste or other toxic substances of any nature, whether liquid, solid and/or gaseous, including, without limitation, smoke, vapor, fumes, soot, radiation, acids, alkalis, chemicals, wastes, by-products and recycled materials. These Environmental Laws shall include, but not be limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, all as amended from time to time, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect and all applicable local ordinances, rules, regulations and permitting or licensing requirements. This definition shall not be interpreted to include the laws relating primarily to health and safety such as the Occupational Safety & Health Administration and similar state laws.

This definition shall also include rules and regulations of the Alabama Department of Environmental Management (ADEM).

Notices

8.4 Lessee shall provide Lessor with material safety data sheets ("MSDS") on all Hazardous Substances brought onto and produced on the Leased Premises.

8.5 Except with respect to those Hazardous Substances used, stored and otherwise handled by Lessee in conjunction with the operation of the Leased Premises in accordance with the Permitted Use and used, stored, and otherwise handled in compliance with applicable Environmental Laws, Lessee shall notify Lessor promptly upon the discovery by Lessee of any Hazardous Substances at, on or in the Leased Premises, at concentrations exceeding those allowed by Environmental Laws or upon receipt of written communication from any governmental agency concerning the actual or alleged violation of an applicable Environmental Law in any way related to the Leased Premises.

8.6 Lessee shall provide notice to Lessor of any suit filed against Lessee or with respect to the Leased Premises by any non-governmental third party alleging violations of applicable Environmental Law by Lessee (or anyone acting on behalf of Lessee) at the Leased Premises.

8.7 Lessor shall promptly notify Lessee of any release of Hazardous Substances at or associated with Lessor's refinery process to the extent adversely affecting the Leased Premises or that could present an unreasonable risk to Lessee's employees

Cleanup

8.8 If during the Term, Lessee discovers any leak, spill, overflow, outflow or escape of any Hazardous Substances brought onto or produced on the Leased Premises by or on behalf of Lessee at concentrations exceeding those allowed by Environmental Laws, Lessee shall promptly, at its sole cost and expense: (a) notify applicable federal, state and local agencies, if required by Environmental Laws; (b) make all reasonable and necessary arrangements for stopping such leak, spill, overflow, outflow or escape; and (c) clean up, remove and dispose of, pursuant to applicable Environmental Laws, such Hazardous Substances wherever such may be found ("Environmental Cleanup"). If Lessee fails to perform or complete any legally required Environmental Cleanup, Lessor may (at its option) conduct the Environmental Cleanup and Lessee hereby agrees to reimburse Lessor for Lessor's reasonable out-of-pocket costs and expenses in conducting such Environmental Cleanup within thirty (30) days after Lessee's receipt of a bill therefor including a written itemization and documentation for such costs and expenses.

Indemnification of Lessor

8.9 In addition to Lessee's indemnity obligations set forth in Paragraph 7.07 of Article 7 herein, Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties from and against all Losses suffered or incurred by any of the Lessor Indemnified Parties, directly or indirectly, including as a result of any claim by a third party, by reason of or arising out of: (a)

intentionally omitted; or (b) intentionally omitted; or (c) any breach or violation of any applicable laws, including without limitation, Environmental Laws, by Lessee; or (d) intentionally omitted; or (e) intentionally omitted; (f) any contamination or other environmental problems or difficulties whether now known or hereafter discovered that arises from any negligent, act or omission of Lessee or Lessee's operation of the Leased Premises; and (g) any environmental remediation or corrective action that is required by Environmental Law by Lessee at the Leased Premises: including (i) the cost and expense of any investigation, assessment, evaluation, monitoring, containment, cleanup, repair, restoration, remediation, risk-based closure activities, or other corrective action required or necessary under Environmental Laws, and (ii) the cost and expense of the preparation and implementation of any closure, remedial, corrective action, or other plans required or necessary under Environmental Laws.

8.10 Notwithstanding anything contained in this Lease to the contrary, the provisions of this Article 8 shall survive the expiration or earlier termination of this Lease.

ARTICLE 9. DAMAGE OR DESTRUCTION OF IMPROVEMENTS

Damage or Destruction; Option to Terminate or Repair

9.01 In the event that the Leased Premises, the Improvements, or any part of them are damaged or destroyed by any cause whatsoever, Lessee may elect either of the following options:

(a) Within one hundred twenty (120) days, Lessee shall commence and diligently pursue to completion the repair, restoration, or replacement of the damaged or destroyed Leased Premises and Improvement, and this Lease shall remain in full force and effect. Excess insurance proceeds, if any, shall be paid to Lessee.

or

(b) In the event that Lessee does not proceed in accordance with subsection (a) above, then Lessor or Lessee may terminate this Lease with one hundred twenty (120) days written notice to the other party..

ARTICLE 10. CONDEMNATION

10.01 If the whole or any substantial part, in Lessor's discretion of the Leased Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking"), this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Leased Premises shall occur. If there is a Taking of less than a substantial part of the Leased Premises, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. In the event of any such Taking, Lessor and Lessee shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings. Lessor shall be entitled to any award and all damages payable as a result of any condemnation or taking of the fee

of the Leased Premises. Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to the Improvements and/or Lessee's business by reason of the condemnation, including loss of value of any unexpired portion of the Term, and for or on account of any cost or loss to which Lessee might be put in removing Lessee's personal property or fixtures.

10.02 Nothing in this Article 10 prohibits Lessor from voluntarily conveying all or art of the Leased Premises and Improvements to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any voluntary conveyance shall be treated as a taking within the meaning of this Article.

ARTICLE 11. LEASEHOLD MORTGAGES

Leasehold Mortgages Permitted

11.01 In addition, notwithstanding anything herein to the contrary, notwithstanding anything in the Landfill Gas Rights Agreement to the contrary, Lessee shall have the right, without the consent of Lessor, to execute and deliver a mortgage, deed of trust, pledge and or collateral assignment of this Lease ("Mortgage") as security for any indebtedness in any form whatsoever. Lessor, however, shall not be required to subordinate its fee simple interest in the leased premises to any such leasehold mortgage. In the event Lessee shall execute and deliver a Mortgage, and if the holder of the indebtedness secured by this Lease ("Mortgagee") notifies Lessor of the execution of such Mortgage, and the name and place for service of notices upon such Mortgagee, then and in such event, Lessor hereby agrees for the benefit of Lessee and such Mortgagee from time to time:

a. That Lessor will give to any Mortgagee simultaneously with service on Lessee a duplicate of any and all notices or demands given by Lessor to Lessee and no such notice shall be effective unless a copy is so serviced upon Mortgagee;

b. Lessor shall not terminate this Lease or Lessee's right of possession for any default of Lessee if, within a period of thirty (30) days after the expiration of the period of time within which Lessee might cure such default, such default is cured or caused to be cured by Mortgagee or, if within a period of thirty (30) days after the expiration of the period of time within which Lessee might commence to eliminate the cause of such default, Mortgagee diligently commences to eliminate the cause of such default; and

c. Upon written notice from Mortgagee, (i) Lessor shall recognize Mortgagee as Lessee hereunder (but Mortgagee will not by reason of such recognition or by reason of any the collateral assignment of the Lease or by the exercise by Lender of any of its rights under this Lease be deemed to have assumed or become liable for any obligations, covenants, conditions or terms of the Lease to be performed and observed by Lessee), and (ii) Mortgagee shall have the right to assign this Lease without the consent of Lessor provided that Mortgagee exercises commercially reasonable efforts to vet any assignee in accordance with standards a prudent governmental body would follow.

Within thirty (30) days after written request from Lessee, Lessor shall execute any documents required by Mortgagee to evidence the above-referenced provisions and any other commercially reasonable provisions requested by Mortgagee.

For avoidance of doubt, in the event of a conflict between the provisions of this Article 11 and any assignment provision in the Landfill Gas Rights Agreement, the provisions of this Article 11 shall prevail.

ARTICLE 12. DEFAULT

Events of Default

12.01 Any one or more of the following events shall constitute a default under this Lease:

(a) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease shall constitute a default under this Lease if such failure continues for more than thirty (30) days after written notice to Lessee from Lessor of same (provided, however, if the nature of said failure is such that it cannot be cured within said thirty (30) day period, then Lessee shall have a reasonable amount of time to effectuate said cure provided that Lessee diligently pursues same).

(b) Lessee's assignment of the leasehold interest not otherwise permitted under this Lease shall constitute a default under this Lease if Lessee does not cure same within thirty (30) days after written notice from Lessor.

Notice of Election to Terminate Lessee's Possession

12.02 If any event creating default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease. Upon termination, all of Lessee's rights, title, and interest in the Leased Premises shall expire completely and Lessee shall, within a reasonable time, quit and surrender the Leased Premises. Any Improvements erected on the subject leased premises shall revert back to the Lessor, however, Lessee shall have a reasonable time not to exceed ninety (90) days for removal of any such improvements or equipment and/or may leave the same for the benefit of Lessor, such to be determined at Lessees option.

Lessor's Entry after Termination of Lessee's Possession

12.03 At any time after the termination of Lessee's right of possession under this Lease pursuant to Paragraph 11.02 or Paragraph 13.01 of this Lease, Lessor may enter and possess the Leased Premises and Improvements by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Leased Premises and Improvements. If Lessor takes the actions described in this Paragraph 11.03, Lessor may then possess the Leased Premises and Improvements and Lessor may also sell any of the Improvements.

Costs Incurred Due to Breach

12.04 Lessee expressly agrees to pay all reasonable expenses that Lessor actually incurs for reasonable attorneys' fees, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease, restoring the Leased Premises and Improvements to good order and condition, and for maintaining the Leased Premises and Improvements.

ARTICLE 13. EXPIRATION OF TERM

Lessee's Delivery of Possession after Termination or Expiration

13.01 On the expiration date of this Lease as set forth in Paragraph 2.01 of this Lease, or the termination of Lessee's possession under this Lease pursuant to Paragraph 11.03, or any entry or possession of the Leased Premises and Improvements by Lessor pursuant to Paragraph 11.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Leased Premises and Improvements, and deliver to Lessor actual possession and ownership of the Leased Premises, less improvements, which the Lessee shall have a right to remove pursuant to paragraph 12.02 but shall otherwise return the Leased Premises without improvements in good condition, wear and tear excepted.

ARTICLE 14. TERMINATION BY LESSOR

14.01 Intentionally omitted.

ARTICLE 15. GENERAL PROVISIONS

No Waiver of Breach by Lessor's Actions

15.01 The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

Waiver of Any Provision Must Be Written

15.02 No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.

Entire Agreement

15.03 This Lease, any exhibits annexed to this Lease, and the Landfill Gas Rights Agreement contain the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

Notices

15.04 All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth below, or by reputable national overnight delivery service, or by email to the addresses provided below (and such email notice shall be deemed immediately effective so long as notice by other form permitted under this Section 15.04 is sent within two (2) business days thereafter). Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 14.04.

If to Lessor: Baldwin County Commission
Attn: Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Email:

With a copy, which shall not constitute notice, to:

J. Bradford Boyd Hicks
Stone Crosby, PC
8820 US Highway 90
Daphne, AL 36526
Email:

If to Lessee: AEP Renewable Fuels, LLC
Attn: David Hopkins
1400 Buford Highway Suite E-2
Buford, GA 30518
Email:

With a copy, which shall not constitute notice, to:

Kathleen Hart
Andersen, Tate & Carr, P.C.
1960 Satellite Boulevard
Suite 4000
Duluth, Georgia 30097

Email: khart@atclawfirm.com

With a copy to:

Mortgagee as set forth in Section 11.01 above

Lessor's Entry and Inspection of Premises

15.05 Lessor, or its agents or designees, shall have the right to enter the Leased Premises and Improvements during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of grace, or to exhibit the Leased Premises and Improvements to potential buyers and agents.

Partial Invalidity or Unenforceability

15.06 If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Individuals Benefitted by Lease

15.07 This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective distributees, personal representatives, executors, successors, and assigns except as otherwise provided in this Lease.

Assignment and Subletting

15.08 This Lease and the Term and estate granted by this Lease, or any part of this Lease or that Term and estate, may not be subleased or assigned, without Lessor's written consent (not to be unreasonably withheld, conditioned, or delayed).

15.09 Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or of partnership or of joint venture or of any association between Lessee and Lessor, and neither the provisions contained in this Agreement or any acts of the parties shall be deemed to create any relationship between Lessee and Lessor, other than the relationship of Lessor and Lessee.

15.10 Notwithstanding anything herein to the contrary, Lessee shall have the right, without consent of Lessor and without regard to any obligation imposed on Lessee by the Lease, to assign or otherwise transfer the Lease or sublet all or any portion of the Leased Premises to: (a) any entity resulting from a merger or consolidation of Lessee, (b) intentionally omitted, (c) any entity controlled by, controlling or under common control with Lessee, or (d) as part of a foreclosure or sale by any Mortgagee.

(Signature Pages Follow)

IN WITNESS WHEREOF, Lessor and Lessee have executed and signed this Lease or have caused this Lease to be executed and signed effective the date first written above.

LESSOR:

BALDWIN COUNTY COMMISSION

By: _____
Joe Davis, III
Its: Chairman

ATTEST:

_____
Wayne Dyess
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Monica English, a Notary Public, in and for said County in said State, hereby certify that Joe Davis, III, whose name as Chairman, and Wayne Dyess, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, 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 conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Commission.

Given under my hand and seal this 2nd day of February, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

My Commission Expires:
May 5, 2024

LESSEE:

AEP RENEWABLE FUELS, LLC

By: _____ 2/2/21
Tony Erwin
Its: CEO

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Wanda Gautney, a Notary Public, in and for said County in said State, hereby certify that Tony Erwin, whose name as CEO of AEP RENEWABLE FUELS, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this 2 day of February, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
WANDA FAIL GAUTNEY
My Commission Expires
July 30, 2022

Exhibit A

Legal Description of Leased Premises

COMMENCE AT A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 3 EAST AND RUN THENCE SOUTH 89 DEGREES 48 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1784.44 FEET; THENCE RUN NORTH 00 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 325.00 FEET; THENCE RUN NORTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A CAPPED REBAR (SE CIVIL) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 275.00 FEET TO A CAPPED REBAR (SE CIVIL); THENCE RUN NORTH 00 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 185.00 FEET TO A CAPPED REBAR (SE CIVIL); THENCE RUN NORTH 88 DEGREES 06 MINUTES 15 SECONDS WEST, A DISTANCE OF 275.22 FEET TO A CAPPED REBAR (SE CIVIL); THENCE RUN SOUTH 00 DEGREES 22 MINUTES 30 SECONDS EAST, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.20 ACRES, MORE OR LESS.

AEP RENEWABLE FUELS, LLC

December 18, 2020

Baldwin County Commission
Attn: Honorable Billie Jo Underwood, Mrs. Terri Graham,

Re: Proposed Baldwin County Landfill Ground Lease Agreement (the "Agreement") by and between AEP Renewable Fuels, LLC (together with any successor, "AEP") and Baldwin County Commission (the "Commission")

Dear Mses. Underwood and Graham,

This letter will serve as a written modification to the Landfill Ground Lease Agreement ("Agreement"). Unless otherwise stated, the terms herein shall have the same meaning as in the Agreement. The parties understand and agree that, notwithstanding any term to the contrary, the Agreement, once approved and executed by the Baldwin County Commission ("BCC"), will not be effective, and neither party will have any obligations thereunder, unless and until AEP executes all written agreements necessary to proceed with (1) interconnecting the Processing Station with the Riviera Utilities pipeline, (2) interconnecting with British Petroleum lateral lines, and (3) compressing and piping Landfill Gas to a metering and pressure regulation station. If said written agreements are not in place within six (6) months of the BCC's execution of the Agreement, the Agreement shall be null and void without further action by either party thereto.

Sincerely,

AEP Renewable Fuels, LLC

By: _____
Tony Erwin, CEO

AGREED AND ACKNKOWLEDGED:

BALDWIN COUNTY COMMISSION

By: _____
Name: Joe Davis III
Title: Chairman
Date: 2/2/2021