Baldwin County Commission

Work Session Meeting Agenda

Monday, January 19, 2021

8:30 AM

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

Regular Meeting Agenda

Tuesday, January 19, 2021

10:00 AM

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

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

Wayne A. Dyess, County Administrator

Public hearings commence at 8:30 AM.

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

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

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

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

WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE

A ADOPTION OF MINUTES

January 5, 2021, Regular Meeting

B ACTION ITEMS

BA ADMINISTRATION

BA1	3rd Annual Fort Morgan Mardi Gras Parade 2021	**21-0363**
BA2	City of Spanish Fort - Annexation Notification	**21-0375**
BA3	Sale of Vehicle on GovDeals.com by the Baldwin County Administration Department	**21-0366**
BA4	Letter to Alabama Department of Economic and Community Affairs (ADECA) - Volunteer Fire Departments/Fire Departments/Search and Rescue Units	**21-0360**
BA5	DSD Services Group, LLC - Consulting in the Form of Specialized Professional Services Contract	**21-0319**
BA6	Federal Prisoners Housing Per Diem Sharing Agreement between the Baldwin County Sheriff and the Baldwin County Commission	**21-0385**
BA7	Fund Allocation Application to the U.S. Department of the Treasury for Emergency Rental Assistance	**21-0410**

BA8	Considerations Related to Employment Contracts - Baldwin County Legislative Delegation Constituent Services Director and Legislative Assistants	**21-0177**
BA9	Appointed Contract Employees - Building Official - Considerations Related to Employment Contract	**21-0365**
BA10	Resolution #2021-041 - Removing the Monetary Limitation on Compensation under Alabama Code Section 40-6-3, Supernumerary Tax Collectors, Tax Assessors, License Commissioners, Etc.	**21-0373**

BE BUDGET/PURCHASING

BE1	Competitive Bid #WG21-02 - Construction of One (1) New 40 ft. x 60 ft. Pole Barn to be located at the Bicentennial Park in Stockton, Alabama for the Baldwin County Commission	**21-0369**
BE2	Competitive Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for the Baldwin County Commission	**21-0368**
BE3	Competitive Bid #WG21-04 - Provision of Bag Ice for the Baldwin County Commission	**21-0376**
BE4	Competitive Bid #WG21-05 - Provision of Crushed Aggregates for the Baldwin County Commission	**21-0322**
BE5	Competitive Bid #WG21-06 - Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission	**21-0344**
BE6	Competitive Bid #WG21-07 - Provision of Pavement Markers and Bituminous Adhesive for the Baldwin County Commission	**21-0372**
BE7	Request of Proposals (RFP) for Unify Telecommunications Maintenance and Support Services for the Baldwin County Commission	**21-0346**
BE8	Resolution #2021-040 - Severe Weather Preparedness Tax Holiday 2021	**21-0332**

BF BUILDING INSPECTION

BF1	Resolution #2021-043 - Amending Resolution #2017-036 related to Naming Roads/Streets - Revision of BCC Policy #4.3 - Road Name Policy	**21-0402**

BH COMMUNICATIONS/INFORMATION SYSTEMS (CIS)

BH1	Harbor Communications Service Agreement - Robertsdale Location	**21-0334**

BJ ELECTED OFFICIALS

BJ1	Resolution #2021-038 - Fixing the Sum of the Bond and Setting Compensation for Revenue Commissioner Teddy J. Faust, Jr. (Term Commencing February 2, 2021, and Expiring February 2, 2027)	**21-0330**
BJ2	Sale of Vehicles on GovDeals.com by the Baldwin County Revenue Commission Department	**21-0300**

BK EMERGENCY MANAGEMENT AGENCY (EMA)

BK1	Fiscal Year 2020 Homeland Security Grant Agreement: Fairhope Police Department $50,000 for Crowded Place Protection Equipment	**21-0354**
BK2	Fiscal Year 2020 Homeland Security Grant Agreement: Magnolia Springs Volunteer Fire Department $49,937 for Communications Equipment	**21-0352**
BK3	Fiscal Year 2020 Homeland Security Grant Agreement: Spanish Fort Police Department $49,969 for Crowded Place Protection Equipment	**21-0353**

BL ENVIRONMENTAL MANAGEMENT

BL1	J.M. Wood Auction Company, Inc. - Equipment Auction for the Solid Waste Department	**21-0337**

BN HIGHWAY

BN1	Intergovernmental Service Agreement between Baldwin County and the Town of Magnolia Springs for Installation of Signs on Magnolia Springs Highway inside Magnolia Springs Town Limits	**21-0361**
BN2	Maintenance on Oyster Bay Road and Various Roads on Plash Island	**21-0164**
BN3	Sale of Vehicles on GovDeals.com by the Highway Department	**21-0378**
BN4	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0221319 - Bemis Lane (Tract 1)	**21-0389**
BN5	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0221319 - Bemis Lane (Tract 2)	**21-0390**
BN6	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 1)	**21-0391**
BN7	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 12)	**21-0392**
BN8	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204416 - Brantley Lane (Tract 2)	**21-0393**

BN9 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204416 - Brantley Lane (Tract 3) **21-0394**

BN10 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204216 - George Younce Road (Tract 15) **21-0395**

BN11 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203616 - Kings Landing Road (Tract 2) **21-0396**

BN12 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203616 - Kings Landing Road (Tract 4) **21-0397**

BN13 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0211919 - Mannich Lane (Tract 1) **21-0398**

BN14 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0211919 - Mannich Lane (Tract 2) **21-0399**

BN15 Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0211919 - Mannich Lane (Tract 3) **21-0400**

BQ PERSONNEL

BQ1 Council on Aging Department - Employment of One (1) Part-Time Office Assistant IV Position **21-0381**

BQ2 Finance and Accounting Department - Position Changes **21-0404**

BQ3 Highway Department (Foley) - Personnel Changes **21-0383**

BQ4 Highway Department (Construction) - Creation of Position **21-0386**

BQ5 Probate Office - Employment of One (1) License Revenue Officer I Position **21-0382**

BQ6 Revenue Commission (Personal Property) - Personnel Changes **21-0384**

BQ7 Association of County Commissions of Alabama (ACCA) Liability Self Insurance, Property and Content, Inland Marine/Equipment and Auto/Vehicle Insurance Coverage-Continuance of Coverage **21-0403**

C PRESENTATIONS

D PUBLIC HEARINGS

DR PLANNING AND ZONING

DR1 Case No. Z-20044 - Dan & Dan LLC Property Rezoning **21-0388**

DR2 Case No. Z-20045 - Parnell Development LLC Property Rezoning **21-0380**

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills **21-0370**

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 **21-0371**

F DISCUSSION ITEMS

FN HIGHWAY

FN1 Gulf of Mexico Energy Security Act (GOMESA) Funding for County Projects **21-0387**

G COMMISSIONER REQUESTS

H ADDENDA

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 #: 21-0363, **Version:** 1 **Item #:** BA1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Jeannie M. Peerson, Commission Executive Assistant
Submitted by: Jeannie M. Peerson, Commission Executive Assistant

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ITEM TITLE
3rd Annual Fort Morgan Mardi Gras Parade 2021
STAFF RECOMMENDATION

Approve the requested route for the 3rd Annual Fort Morgan Mardi Gras Parade on Sunday, February 14, 2021, beginning at 1:00 p.m., and ending at 2:30 p.m. and closure of roads (Ponce de Leon, Triple Tail Lane, and Bernard Ct. East) from 12:00 p.m. to 2:30 p.m. during the event.

The Fort Morgan Volunteer Fire Department has volunteered to assist with traffic control and safety for the duration of the parade.

The Baldwin County Sheriff's Office has agreed to provide security for the event.

BACKGROUND INFORMATION

Previous Commission action/date: January 21, 2020, Regular Commission Meeting - last BCC approval.

Background: Commission staff has received a request from Gayle Pierce, Parade Organizer, for the Fort Morgan Mardi Gras Parade to hold its 3rd Annual Fort Morgan Mardi Gras Parade on Sunday, February 14, 2021, beginning at 1:00 p.m. and ending at 2:30 p.m.

The parade route is 1.9 miles long and will take approximately an hour and a half to complete. It will require closing of Ponce de Leon, Triple Tail Lane, and Bernard Ct. East.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Yes

Individual(s) responsible for follow up: Administration Staff

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

Via email: gpdecorpaint@gmail.com
Ms. Gayle Pierce
Parade Organizer
9025 Highway 180 West
Gulf Shores, Alabama 36542

cc:
Jeannie M. Peerson
Chief Deputy Anthony Lowery, BCSO
Sheriff Huey Hoss Mack
Captain Tony Nolfe
Lieutenant Nathan Lusk
Nancy Hall
Joey Nunnally
Alfreda Jeffords
Frank Lundy
Lisa Sangster

Zack Hood

Additional instructions/notes: N/A

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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

DATE: January 4, 2021

SUBJECT: Fort Morgan Mardi Gras Parade
February 14, 2021
12:00 PM @ Triple Tail Lane

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

AL/BL

FORT MORGAN MARDI GRAS PARADE

FEBRUARY 14th,2021 1PM

To whom it may concern
Baldwin County Sheriff's Office
310 Hand Ave
Bay Minette

Re: Request for Road Closure

To whom it may concern

On February 14th,2021, Fort Morgan will conduct our third Mardi Gras Parade. The road that we want closed to use for our parade is Ponce de Leon, between Triple Tail Lane and Bernard Ct East. There are 2 roads leading to Ponce de Leon that we want to use for entering and exiting. Triple Tail Lane will also be closed and used for staging area and Bernard Ct East will be closed and used for exiting. The Fort Morgan Volunteer Fire Department has volunteered for traffic control and to assist in maintaining safety in these areas.

It is requested that authorization be granted to have the above mentioned roads closed from noon to 2:30 on February 14th,2021. We will also stage an area at Bernard Ct East and Highway 180 for exit flow at the end of parade.

Yours Truly,

Gayle Pierce

Gayle Pierce
Organizer of Fort Morgan Mardi Gras Parade
9025 Highway 180 West
Gulf Shores, Al 36542
251-423-4722
gpdecorpaint@gmail.com

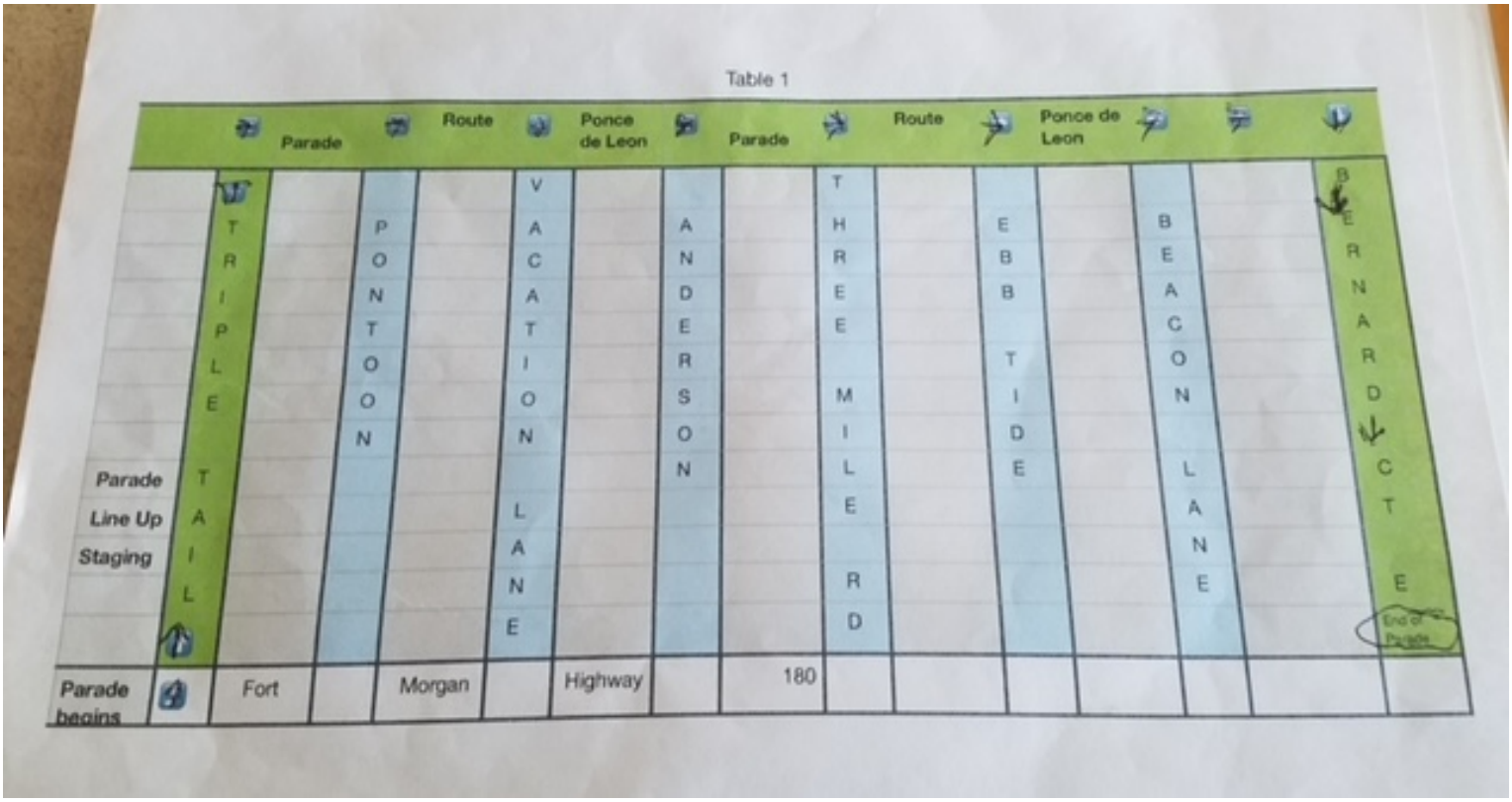


Table 1

	Parade	Route	Ponce de Leon	Parade	Route	Ponce de Leon		
	TRIPLE TAIL	PONTOON	VACATION LANE	ANDERSON	THREE MILE RD	EBB TIDE	BEACON LANE	BERNARD CT End of Parade
Parade Line Up Staging								
Parade begins	Fort	Morgan	Highway	180				

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

---------- Forwarded message ---------
From: **Linda Kay** <lmkay410@gmail.com>
Date: Wed, Jan 13, 2021, 8:33 PM
Subject: IN REGARDS TO COVID:
To: gpdecorpaint <gpdecorpaint@gmail.com>

SUNDAY, FEBRUARY 14TH, 2021 1:00PM

Baldwin County Commissioners Office

IN REGARDS TO COVID:

To whom it may concern,

In dealing with Covid, I plan on having someone at all roads on the parade route with barricades. I will instruct them to make sure everyone wears a mask, and separate to be 6 feet apart. There is plenty of space on Ponce de Leon to be able to space everyone. The parade route is very small and the most I've seen was 3 deep, and it was at the ends of streets where I will have people posted. This can be managed with the amount of space on the parade route.

I will also tell parade riders that we must enforce the Covid rules and that every participant wear a mask and to keep 6 feet apart.

I hope this answers your concerns and I look forward to hearing from you.

Gayle Pierce

Parade organizer 251-423-4722

Baldwin County Commission

Agenda Action Form

File #: 21-0375, **Version:** 1 **Item #:** BA2

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Michelle Howard, Commission Executive Assistant

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ITEM TITLE
City of Spanish Fort - Annexation Notification

STAFF RECOMMENDATION
Take the following actions:

1) **RESCIND** the action taken by the Baldwin County Commission during its September 1, 2020 Regular Meeting, more specifically, only the portion of the staff recommendation of Agenda item BA2, which authorized the placement of the Legislative Act No. 2015-420 annexing property within the corporate limits of the City of Spanish Fort into the minutes of the September 1, 2020, Baldwin County Commission regular meeting and authorized the County Commission to notify various departments/organizations regarding the same.

2) Notify the following departments/organizations:

Baldwin County Commission Departments
Baldwin County Commission
Baldwin County Building Inspection Department
Communications/Information Systems Department
Baldwin County Environmental Management/Solid Waste
Baldwin County Highway Department
Baldwin County 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: September 1, 2020, Baldwin County Commission Regular Meeting. Commission made various Ordinances and Legislative Acts received from the City of Spanish Fort regarding annexation of property, part of the record. The Commission also forwarded the information to various departments/organizations as required.

Background: On December 22, 2020, Baldwin County Commission received correspondence from the City of Spanish Fort, regarding a number of annexations which had occurred in the City within the last few years. Included in that mailing as properties being annexed were those properties included in Local Legislative Act No. 2015-420. The bill called for an annexation election. The annexation election called for in Act No. 2015-420 was unsuccessful. As a result, the properties identified and included in the Act were in fact not annexed into the City of Spanish Fort. That bill was mistakenly included in the list of annexed properties sent by the City to the County.

At this time staff brings this item back to **rescind** the action taken on September 1, 2020, due to the Staff Recommendation authorizing the placement of the Legislative Act No. 2015-420, annexing property within the corporate limits of the City of Spanish Fort. The action before the Commission on January 19, 2021, will ensure the records reflect the properties contained in Act No. 2015-420 are not identified or reflected as lying within the corporate limits of the City of Spanish Fort.

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 - Mail Correspondence to:

Michael M. McMillan, Mayor
City of Spanish Fort
7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527
ATTN: Rebecca Gaines, City Clerk/Treasurer

Memo to various departments/organizations

Additional instructions/notes: N/A

CITY OF SPANISH FORT

7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527
(251) 626-4884
(251) 626-4880 Fax

4BCC
WD
RC
TG

Michael M. McMillan
Mayor
Rebecca A. Gaines
City Clerk

City Council
Robert Curtis Smith
Carl L. Gustafson, Jr.
Shane M. Perry
Clewis W. Smith, Jr.
Mary W. Brabner

RECEIVED
DEC 28 2020
BY: BP

December 22, 2020

Mr. Wayne Dyess
Baldwin County Administrator
322 Courthouse Square
Bay Minette, AL 36507

To Whom It May Concern:

On or about July 27, 2020, the City of Spanish Fort mailed a notice of a number of annexations which had occurred in the City within the last few years. Included in that mailing as properties being annexed were those properties included in Local Legislative Act No. 2015-420, a copy of which is attached. That bill called for an annexation election.

The annexation election called for in Act No. 2015-420 was unsuccessful. As a result, the properties identified and included in that Act were in fact not annexed into the City of Spanish Fort. That bill was mistakenly included in the list of annexed properties. The City regrets that error and any trouble it may have created for you.

Please ensure that your records reflect that the properties contained in the enclosed act are not identified or reflected as lying within the corporate limits of the City of Spanish Fort.

Thank you for your attention to this matter. Please contact my office if you have any questions.

Yours very truly,

Rebecca A. Gaines
City Clerk

Enclosure

HB687

167921-2

By Representative Davis (N & P)

RFD: Baldwin County Legislation

First Read: 19-MAY-15

ENROLLED, An Act,

To alter or rearrange the boundary lines and corporate limits of the City of Spanish Fort in Baldwin County, Alabama, so as to include within the corporate limits of said City all territory now within the corporate limits of said City and also certain other territory contiguous thereto, in Spanish Fort, Baldwin County, Alabama, and to provide for a referendum.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. The boundary lines and corporate limits of the City of Spanish Fort in Baldwin County, Alabama, be, and the same are hereby altered, extended, rearranged and redefined so as to include within the corporate limits of the municipality, in addition to the territory presently within the corporate limits and boundaries, the following described territory, to-wit:

ANNEXATION PARCEL 1:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, SAID CORNER ALSO KNOWN AS THE NORTHEAST CORNER OF SPRING RIDGE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2066-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY, ALONG THE EAST MARGIN OF SAID SPRING RIDGE

SUBDIVISION, A DISTANCE OF 719 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SPRING RIDGE SUBDIVISION; THENCE RUN WESTERLY, ALONG THE COMMON LINE BETWEEN SAID SPRING RIDGE SUBDIVISION, BALDWIN BROOK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1824-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, WOOD BROOKE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2228-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND BROOKEWOOD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2071-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 2125 FEET, MORE OR LESS, TO THE EAST MARGIN OF BUZBEE ROAD; THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF SAID BUZBEE ROAD, A DISTANCE OF 403 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID BROOKEWOOD SUBDIVISION; THENCE RUN EASTERLY, ALONG SAID BROOKEWOOD SUBDIVISION, A DISTANCE OF 1030 FEET, MORE OR LESS, TO THE WEST MARGIN OF SAID WOOD BROOKE SUBDIVISION; THENCE RUN SOUTHERLY, ALONG THE WEST MARGIN OF SAID WOOD BROOKE SUBDIVISION, A DISTANCE OF 210 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID WOOD BROOKE SUBDIVISION; THENCE RUN EASTERLY, ALONG THE SOUTH MARGIN OF SAID WOOD BROOKE SUBDIVISION AND THE NORTH MARGIN OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST, A DISTANCE OF 3802 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF THE

SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1359 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN WESTERLY, ALONG THE NORTH MARGIN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1311 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE RUN SOUTHERLY, ALONG THE WEST MARGIN OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 977 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO KENSLEY HALL APARTMENTS, LTD., AS SHOWN IN DEED RECORDED AT INSTRUMENT 935063, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN WESTERLY, A DISTANCE OF 1267 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS OF SAID KENSLEY HALL APARTMENTS, LTD. AND THE EAST MARGIN OF STAGECOACH ROAD; THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF SAID STAGECOACH ROAD, A DISTANCE OF 343 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1 OF STAGECOACH COMMERCIAL PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 1723-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, A DISTANCE OF 224 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1 OF SAID STAGECOACH COMMERCIAL PARK SUBDIVISION; THENCE RUN SOUTHERLY, A DISTANCE OF 566 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1 OF SAID STAGECOACH COMMERCIAL PARK SUBDIVISION; THENCE RUN

EASTERLY, ALONG THE SOUTH MARGIN OF LOT 2 AND LOT 3 OF SAID STAGECOACH COMMERCIAL PARK SUBDIVISION, A DISTANCE OF 462 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 3 OF SAID STAGECOACH COMMERCIAL PARK SUBDIVISION; THENCE RUN NORTHERLY, A DISTANCE OF 554 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 3 OF SAID STAGECOACH COMMERCIAL PARK SUBDIVISION; THENCE RUN EASTERLY, A DISTANCE OF 241 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 5 OF SAID STAGECOACH COMMERCIAL PARK SUBDIVISION; THENCE RUN SOUTHERLY, A DISTANCE OF 578 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 5 OF SAID STAGECOACH COMMERCIAL PARK SUBDIVISION; THENCE RUN EASTERLY, A DISTANCE OF 365 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 5 OF SAID STAGECOACH COMMERCIAL PARK SUBDIVISION; THENCE RUN NORTHERLY, A DISTANCE OF 578 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 5 OF SAID STAGECOACH COMMERCIAL PARK SUBDIVISION AND THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE RUN EASTERLY, 836 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTH MARGIN OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22 AND THE WEST MARGIN OF JIMMY FAULKNER DRIVE; THENCE RUN NORTHEASTERLY, ALONG THE WEST MARGIN OF SAID JIMMY FAULKNER DRIVE, A DISTANCE OF 1360 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST MARGIN OF SAID JIMMY FAULKNER DRIVE AND THE NORTH MARGIN OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE RUN EASTERLY,

ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 197 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH MARGIN OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22 AND THE EAST MARGIN OF SAID JIMMY FAULKNER DRIVE; THENCE RUN SOUTHWESTERLY, ALONG THE EAST MARGIN OF SAID JIMMY FAULKNER DRIVE, A DISTANCE OF 1368 FEET, MORE OR LESS, TO THE INTERSECTION OF THE EAST MARGIN OF SAID JIMMY FAULKNER DRIVE AND THE SOUTH MARGIN OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE RUN EASTERLY, A DISTANCE OF 259 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF SAID SECTION 22, A DISTANCE OF 448 FEET, MORE OR LESS, TO THE NORTH MARGIN OF LOT 1 OF BAY LIMITED NORTH SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2404-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN WESTERLY, A DISTANCE OF 109 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH MARGIN OF LOT 1 OF SAID BAY LIMITED NORTH SUBDIVISION AND THE EAST MARGIN OF SAID JIMMY FAULKNER DRIVE; THENCE RUN SOUTHEASTERLY, ALONG THE EAST MARGIN OF SAID JIMMY FAULKNER DRIVE, A DISTANCE OF 385 FEET, MORE OR LESS, TO THE INTERSECTION OF THE EAST MARGIN OF SAID JIMMY FAULKNER DRIVE AND THE SOUTH MARGIN OF ROCKWELL SCHOOL DRIVE; THENCE RUN EASTERLY, ALONG THE SOUTH MARGIN OF ROCKWELL SCHOOL DRIVE, A

DISTANCE OF 99 FEET, MORE OR LESS; THENCE RUN NORTHERLY, A DISTANCE OF 101 FEET, MORE OR LESS, TO THE NORTH MARGIN OF SAID ROCKWELL SCHOOL DRIVE; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF SAID ROCKWELL SCHOOL DRIVE, A DISTANCE OF 134 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 2, BAY LIMITED NORTH SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2225-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE NORTHWESTERLY, A DISTANCE OF 182 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 2 OF SAID BAY LIMITED NORTH SUBDIVISION; THENCE RUN NORTHEASTERLY, A DISTANCE OF 178 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 2 OF SAID BAY LIMITED NORTH SUBDIVISION; THENCE RUN SOUTHEASTERLY, ALONG THE EAST MARGIN OF SAID BAY LIMITED NORTH SUBDIVISION, AND BAY LIMITED SOUTH SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2391-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND LANDS HERETOFORE CONVEYED TO PATRIOT HOMES, INC. AS RECORDED IN THAT DEED RECORDED AT INSTRUMENT 701324, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 817 FEET, MORE OR LESS, TO THE NORTH MARGIN OF U.S. HIGHWAY 31; THENCE RUN WESTERLY, ALONG THE NORTH MARGIN OF U.S. HIGHWAY 31, A DISTANCE OF 7344 FEET, MORE OR LESS, TO THE EAST MARGIN OF OLD MOBILE ROAD; THENCE RUN NORTHERLY, TO THE WEST MARGIN OF SAID OLD MOBILE ROAD, A DISTANCE OF 167 FEET, MORE OR LESS; THENCE RUN NORTHEASTERLY, ALONG THE NORTHWEST MARGIN OF SAID OLD MOBILE ROAD, A DISTANCE OF 150 FEET, MORE OR LESS, TO THE

SOUTH MARGIN OF LANDS HERETOFORE CONVEYED TO JOHN B. CLARK, AS RECORDED IN THAT DEED RECORDED AT REAL PROPERTY BOOK 807, PAGE 1364 ET SEQ; THENCE RUN WESTERLY, A DISTANCE OF 96 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID JOHN B. CLARK AND THE WEST MARGIN OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 2 EAST; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND THE WEST MARGIN OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 EAST, A DISTANCE OF 1481 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE RUN EASTERLY, A DISTANCE OF 1299 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE RUN NORTHERLY, ALONG THE EAST MARGIN OF SAID SECTION 21, A DISTANCE OF 2398 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO LAWANA S. SMITH, AS RECORDED IN THAT DEED RECORDED AT REAL PROPERTY BOOK 649, PAGE 767 ET SEQ; THENCE RUN WESTERLY, A DISTANCE OF 442 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID LAWANA S. SMITH; THENCE RUN NORTHERLY, A DISTANCE OF 408 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS OF SAID LAWANA S. SMITH; THENCE RUN EASTERLY, A DISTANCE OF 445 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID LAWANA S.

SMITH; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF SHIVER HEIGHTS SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORD IN MAP BOOK 5, PAGE 205, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 15 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 17 OF SAID SHIVER HEIGHTS SUBDIVISION; THENCE RUN EASTERLY, ALONG THE SOUTH MARGIN OF LOT 17, LOT 16 AND LOT 15 OF SAID SHIVER HEIGHTS SUBDIVISION, A DISTANCE OF 450 FEET, MORE OR LESS, TO THE WEST MARGIN OF BUZBEE ROAD; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF SAID BUZBEE ROAD, A DISTANCE OF 182 FEET, MORE OF LESS; THENCE RUN WESTERLY, ALONG THE NORTH LINE OF LOT 15, LOT 16 AND LOT 17 OF SAID SHIVER HEIGHTS SUBDIVISION, A DISTANCE OF 419 FEET, MORE OR LESS; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF SAID SHIVER HEIGHTS SUBDIVISION, A DISTANCE OF 468 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO GRAHAM S. LEECH AS RECORDED IN THAT DEED RECORDED AT INSTRUMENT 667930, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTHWESTERLY, A DISTANCE OF 63 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID GRAHAM S. LEECH; THENCE RUN NORTHERLY, A DISTANCE OF 344 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS OF SAID GRAHAM S. LEECH; THENCE EASTERLY, A DISTANCE OF 44 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID GRAHAM S. LEECH; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF SAID SHIVER HEIGHTS SUBDIVISION, A DISTANCE OF 142 FEET, MORE OR LESS, TO THE

NORTHWEST CORNER OF SAID SHIVER HEIGHTS SUBDIVISION AND THE NORTHWEST CORNER OF SAID SECTION 22; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF SAID SECTION 22, ALONG THE NORTH MARGIN OF SAID SHIVER HEIGHTS SUBDIVISION, SAID BALDWIN BROOKE SUBDIVISION AND SAID SPRING RIDGE SUBDIVISION, A DISTANCE OF 2661 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TRACT LIES IN SECTIONS 21, 22, 23, AND 28, TOWNSHIP 4 SOUTH, 2 EAST, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 2:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF BAY LIMITED NORTH SUBDIVISION AS PER ITS PLAT RECORDED ON SLIDE 2225-F IN THE JUDGE OF PROBATE'S OFFICE, BALDWIN COUNTY, ALABAMA, RUN SOUTH 00°21'45" EAST, A DISTANCE OF 309.08 FEET TO AN IRON PIN; THENCE RUN SOUTH 89°56'12" EAST, A DISTANCE OF 229.78 FEET TO AN IRON PIN LYING ON THE EAST LINE OF SAID LOT 1; THENCE RUN NORTH 25°36'30" WEST, ALONG SAID EAST LINE, A DISTANCE OF 344.35 FEET TO AN IRON PIN; THENCE RUN SOUTH 89°03'40" WEST, A DISTANCE OF 83.26 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 48,500 SQUARE FEET, MORE OR LESS.

(DESCRIPTION COPIED FROM INSTRUMENT 1143012, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA)

ANNEXATION PARCEL 3:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, THE

POINT OF BEGINNING AND RUN THENCE EASTERLY, ALONG THE NORTH MARGIN OF SAID SECTION 24, A DISTANCE OF 2607 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2608 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE 2309 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF CHURCHILL SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2267-A AND SLIDE 2267-B, AMENDED AT SLIDE 2290-A AND 2290-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE WEST MARGIN OF LANDS HERETOFORE CONVEYED TO JOSEPH E. BERTAGNOLLI BY DEED RECORDED AT INSTRUMENT 1281383, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF LANDS OF SAID JOSEPH E. BERTAGNOLLI, A DISTANCE OF 135 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS OF SAID JOSEPH E. BERTAGNOLLI; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF LANDS OF SAID JOSEPH E. BERTAGNOLLI AND A PROJECTION THEREOF, A DISTANCE OF 297 FEET, MORE OR LESS, TO THE EAST MARGIN OF SHAMBO ROAD; THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF SHAMBO ROAD, A DISTANCE OF 126 FEET, MORE OR LESS, TO THE NORTH MARGIN OF DOE ANN SUBDIVISION, UNIT TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1632-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY,

ALONG THE NORTH MARGIN OF SAID DOE ANN SUBDIVISION, UNIT TWO, A DISTANCE OF 186 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID DOE ANN SUBDIVISION, UNIT TWO; THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF SAID DOE ANN SUBDIVISION, UNIT TWO, A DISTANCE OF 303 FEET MORE OR LESS, TO THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF SAID GRACE MAGNOLIAS SUBDIVISION, PHASE TWO AND THE NORTH MARGIN OF GRACE MAGNOLIAS SUBDIVISION, PHASE ONE, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2465-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 716 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE NORTHEAST MARGIN OF SAID GRACE MAGNOLIAS SUBDIVISION, PHASE ONE, A DISTANCE OF 470 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID GRACE MAGNOLIAS SUBDIVISION, PHASE ONE AND THE WEST MARGIN OF U.S. HIGHWAY 31; THENCE RUN SOUTHWESTERLY AND WESTERLY, ALONG THE WEST AND NORTH MARGIN OF SAID U.S. HIGHWAY 31, A DISTANCE OF 7503 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH MARGIN OF SAID U.S. HIGHWAY 31 AND THE WEST MARGIN OF COLEMAN LANE; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF SAID COLEMAN LANE, A DISTANCE OF 2603 FEET, MORE OR LESS, TO THE NORTH MARGIN OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF THE SOUTHEAST

QUARTER OF SAID SECTION 23, A DISTANCE OF 39 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF SAID SECTION 24, A DISTANCE OF 2641 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS, TO WIT:

LOT 13, LOT 14, LOT 15, LOT 16, LOT 17, LOT 19, LOT 20, LOT 26, LOT 27, LOT 28, LOT 29, LOT 30, LOT 32, LOT 33, LOT 35, LOT 37, LOT 38, LOT 39, LOT 40, LOT 41, LOT 42, LOT 45, LOT 46, LOT 47, LOT 48, LOT 49, LOT 50, LOT 51, LOT 52, LOT 53, LOT 58, LOT 59, LOT 60, LOT 61, LOT 62, LOT 63, LOT 64, LOT 65, COMMON AREA BOUND BY LOT 16 ON THE EAST SIDE THEREOF AND LOT 17 ON THE NORTHWEST SIDE THEREOF, COMMON AREA BOUND BY LOT 35 AND LOT 48 ON THE NORTH SIDE THEREOF AND LOT 36 AND LOT 47 ON THE SOUTH SIDE THEREOF, COMMON AREA NORTH OF LOT 29, COMMON AREA NORTH OF LOT 30 AND LOT 52, COMMON AREA NORTH OF LOT 53, RECREATION AND COMMON AREA BOUNDED BY LOT 54 ON THE NORTH SIDE THEREOF AND LOT 55 ON THE SOUTH SIDE THEREOF, RECREATION AND COMMON AREA EAST OF LOT 53, LOT 54, AND LOT 55, OF CHURCHILL SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2267-A AND SLIDE 2267-B, AMENDED AT SLIDE 2290-A AND 2290-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 4

COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, RUN THENCE SOUTH 00°23'57" WEST, 1329.61 FEET TO A CRIMP TOP PIPE IN A FENCE LINE; THENCE RUN SOUTH 00°03'19" WEST, 371.56 FEET TO A POINT FOR THE POINT OF BEGINNING; THENCE RUN NORTH 89°56'58" WEST, 550.00 FEET TO A POINT; THENCE RUN SOUTH 00°03'02" WEST, 450.00 FEET TO A POINT; THENCE RUN SOUTH 89°56'09" EAST, 298.22 FEET TO A POINT; THENCE RUN NORTH 00°46'05" EAST, 200.09 FEET TO A POINT; THENCE RUN SOUTH 89°56'58" EAST, 249.27 FEET TO A POINT; THENCE RUN NORTH 00°03'06" EAST, 250.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 4.53 ACRES, MORE OR LESS. (DESCRIPTION COPIED FROM INSTRUMENT 1281382, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA)

ANNEXATION PARCEL 5

COMMENCE AT THE SOUTHEAST CORNER OF LOT 43 OF SPANISH FORT ESTATES SUBDIVISION 22ND ADDITION AS SHOWN BY MAP OR PLAT THEREOF RECORDED ON SLIDE 1838-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, FOR A POINT OF BEGINNING: THENCE RUN NORTH 17 DEGREES 54 MINUTES 54 SECONDS EAST FOR 69.73 FEET; THENCE RUN NORTHEASTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 324.73 FEET, AN ARC DISTANCE OF 87.72 FEET (CHORD BEARS NORTH 25 DEGREES 39 MINUTES 17 SECONDS EAST, 87.45 FEET); THENCE RUN NORTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 35.32 FEET

(CHORD BEARS NORTH 07 DEGREES 04 MINUTES 53 SECONDS WEST, 32.46 FEET); THENCE RUN NORTHWESTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 211.12 FEET, AN ARC DISTANCE OF 65.68 FEET (CHORD BEARS NORTH 38 DEGREES 38 MINUTES 37 SECONDS WEST, 65.42 FEET); THENCE RUN SOUTH 60 DEGREES 15 MINUTES 50 SECONDS WEST FOR 263.05 FEET; THENCE RUN NORTH 05 DEGREES 48 MINUTES 00 SECONDS EAST FOR 260.01 FEET; THENCE RUN NORTH 84 DEGREES 12 MINUTES 00 SECONDS WEST FOR 110.00 FEET; THENCE RUN SOUTH 05 DEGREES 48 MINUTES 00 SECONDS WEST FOR 206.13 FEET; THENCE RUN NORTH 43 DEGREES 47 MINUTES 21 SECONDS WEST FOR 11.06 FEET; THENCE RUN NORTH 81 DEGREES 23 MINUTES 15 SECONDS WEST FOR 184.00 FEET; THENCE RUN NORTH 77 DEGREES 03 MINUTES 16 SECONDS WEST FOR 28.02 FEET; THENCE RUN NORTH 05 DEGREES 48 MINUTES 00 SECONDS EAST FOR 186.45 FEET; THENCE RUN NORTHWESTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 530.36 FEET, AN ARC DISTANCE OF 185.00 FEET (CHORD BEARS NORTH 74 DEGREES 12 MINUTES 25 SECONDS WEST, 184.06 FEET); THENCE RUN SOUTH 25 DEGREES 47 MINUTES 09 SECONDS WEST FOR 248.67 FEET; THENCE RUN NORTH 84 DEGREES 25 MINUTES 58 SECONDS WEST FOR 64.38 FEET; THENCE RUN NORTH 54 DEGREES 22 MINUTES 17 SECONDS WEST FOR 155.71 FEET; THENCE RUN NORTH 58 DEGREES 52 MINUTES 53 SECONDS WEST, FOR 65.96 FEET; THENCE RUN NORTH 45 DEGREES 46 MINUTES 19 SECONDS EAST FOR 287.42 FEET TO THE NORTHEAST CORNER OF LOT 34 IN SAID 22ND ADDITION; THENCE RUN NORTHWESTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS

OF 530.36 FEET, AN ARC DISTANCE OF 63.82 FEET (CHORD BEARS NORTH 40 DEGREES 46 MINUTES 52 SECONDS WEST, 63.78 FEET); THENCE RUN NORTHWESTWARDLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (CHORD BEARS NORTH 61 DEGREES 25 MINUTES 41 SECONDS WEST, 20.41 FEET); THENCE RUN NORTHWESTWARDLY, EASTWARDLY, AND SOUTHEASTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 241.19 FEET (CHORD BEARS NORTH 52 DEGREES 40 MINUTES 00 SECONDS EAST, 66.67 FEET); THENCE RUN SOUTHEASTWARDLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (CHORD BEARS SOUTH 13 DEGREES 14 MINUTES 19 SECONDS EAST, 20.41 FEET); THENCE RUN SOUTHEASTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 480.36 FEET, AN ARC DISTANCE OF 392.92 FEET (CHORD BEARS SOUTH 60 DEGREES 46 MINUTES 01 SECONDS EAST, 382.06 FEET); THENCE RUN NORTH 05 DEGREES 48 MINUTES 00 SECONDS EAST FOR 190.21 FEET; THENCE RUN SOUTH 82 DEGREES 53 MINUTES 53 SECONDS EAST FOR 16.39 FEET; THENCE RUN NORTH 17 DEGREES 12 MINUTES 09 SECONDS EAST FOR 157.51 FEET; THENCE RUN NORTHWESTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 107.85 FEET (CHORD BEARS NORTH 21 DEGREES 18 MINUTES 12 SECONDS WEST, 93.90 FEET); THENCE RUN NORTH 59 DEGREES 47 MINUTES 51 SECONDS WEST FOR 188.49 FEET; THENCE RUN SOUTH 57 DEGREES 56 MINUTES 52 SECONDS WEST FOR 191.11 FEET; THENCE RUN NORTH 35 DEGREES 08 MINUTES

12 SECONDS WEST FOR 26.60 FEET; THENCE RUN NORTH 70 DEGREES 40 MINUTES 05 SECONDS WEST FOR 151.35 FEET; THENCE RUN NORTH 82 DEGREES 44 MINUTES 35 SECONDS WEST FOR 28.29 FEET; THENCE RUN NORTH 07 DEGREES 12 MINUTES 09 SECONDS EAST FOR 184.59 FEET; THENCE RUN NORTH 82 DEGREES 47 MINUTES 51 SECONDS WEST FOR 194.98 FEET; THENCE RUN NORTHWESTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 270.45 FEET, AN ARC DISTANCE OF 289.91 FEET (CHORD BEARS NORTH 52 DEGREES 05 MINUTES 24 SECONDS WEST, 276.23 FEET); THENCE RUN SOUTH 68 DEGREES 38 MINUTES 21 SECONDS WEST FOR 247.75 FEET; THENCE RUN NORTH 43 DEGREES 16 MINUTES 25 SECONDS WEST FOR 102.76 FEET; THENCE RUN NORTH 15 DEGREES 27 MINUTES 35 SECONDS WEST FOR 86.23 FEET; THENCE RUN NORTH 48 DEGREES 30 MINUTES 05 SECONDS WEST FOR 118.78 FEET; THENCE RUN SOUTH 87 DEGREES 43 MINUTES 10 SECONDS WEST FOR 83.65 FEET; THENCE RUN SOUTH 78 DEGREES 23 MINUTES 12 SECONDS WEST FOR 65.56 FEET; THENCE RUN NORTH 76 DEGREES 36 MINUTES 59 SECONDS WEST FOR 101.57 FEET; THENCE RUN SOUTH 83 DEGREES 37 MINUTES 16 SECONDS WEST FOR 78.57 FEET; THENCE RUN NORTH 76 DEGREES 02 MINUTES 38 SECONDS WEST FOR 146.51 FEET; THENCE RUN SOUTH 50 DEGREES 48 MINUTES 48 SECONDS WEST FOR 179.13 FEET; THENCE RUN NORTH 69 DEGREES 00 MINUTES 02 SECONDS WEST, ALONG THE NORTH LINE OF LOT 17 IN THE TWENTIETH ADDITION TO SPANISH FORT ESTATES AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 1634-B, FOR A DISTANCE OF 430 FEET, MORE OR LESS TO THE EASTERN SHORE OF BAY MINETTE CREEK; THENCE RUN

NORTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG AND FOLLOWING THE MEANDERS OF BAY MINETTE CREEK FOR 8,850 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTHERN SHORELINE OF SAID BAY MINETTE CREEK AND THE EAST MARGIN OF LANDS HERETOFORE CONVEYED TO LESLIE BUZBEE, AS RECORDED IN REAL PROPERTY BOOK 274, PAGE 9, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH, ALONG THE EAST MARGIN OF LAND OF SAID LESLIE BUZBEE, FOR 1628 FEET, MORE OR LESS, TO THE NORTH MARGIN OF THE SOUTH ONE-HALF OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF THE SOUTH ONE-HALF OF SAID SECTION 17, FOR 3961 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF SAID SECTION 17; THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF SAID SECTION 17, FOR 2624 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE RUN WESTERLY, ALONG THE SOUTH MARGIN OF SAID SECTION 17, FOR 3505 FEET, MORE OR LESS, TO A POINT ON THE EAST MARGIN OF LOT 26 OF BLAKELEY FOREST SUBDIVISION, UNIT 6, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1948-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 02 DEGREES 31 MINUTES 07 SECONDS EAST FOR 25 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 26 IN SAID SUBDIVISION; THENCE RUN NORTH 82 DEGREES 12 MINUTES 21 SECONDS WEST FOR 166.46 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 54 SECONDS WEST FOR 310.76 FEET; THENCE RUN NORTH 00 DEGREES 14 MINUTES 06 SECONDS EAST, FOR

247.00 FEET; THENCE RUN SOUTHWESTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 260.60 FEET, AN ARC LENGTH OF 60.54 FEET (CHORD BEARS SOUTH 83 DEGREES 34 MINUTES 47 SECONDS WEST, 60.40 FEET); THENCE RUN NORTH 89 DEGREES 45 MINUTES 54 SECONDS WEST, FOR 90.00 FEET; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 06 SECONDS WEST, FOR 240.00 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 54 SECONDS WEST FOR 600.00 FEET; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 06 SECONDS WEST FOR 540.00 FEET; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 54 SECONDS EAST FOR 21.62 FEET; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 06 SECONDS WEST FOR 257.81 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF ATLANTA CIRCLE; THENCE RUN EASTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 549.59 FEET, AN ARC DISTANCE OF 67.50 FEET (CHORD BEARS NORTH 84 DEGREES 03 MINUTES 50 SECONDS EAST, 67.46 FEET) TO A POINT ON THE SOUTHEAST LINE OF GRANT SECTION 39, TOWNSHIP 4 SOUTH, RANGE 2 EAST; THENCE RUN SOUTH 49 DEGREES 31 MINUTES 57 SECONDS WEST, ALONG SAID GRANT SECTION LINE, FOR A DISTANCE OF 490.21 FEET TO THE SOUTH MARGIN OF BLAKELEY FOREST UNIT SIX SUBDIVISION; THENCE RUN NORTH 89 DEGREES 50 MINUTES 55 SECONDS WEST FOR 177.05 FEET TO THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 225; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 17 SECONDS WEST, FOR 151.86 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID GRANT SECTION 39; THENCE RUN SOUTH 49 DEGREES 31 MINUTES 57 SECONDS WEST, ALONG SAID GRANT SECTION LINE, FOR 369.03 FEET; THENCE RUN NORTH 77

DEGREES 32 MINUTES 33 SECONDS WEST FOR 149.94 FEET; THENCE RUN NORTH 89 DEGREES 40 MINUTES 26 SECONDS WEST FOR 259.58 FEET; THENCE RUN SOUTH 80 DEGREES 50 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 186.81 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT LOT 14 OF SPANISH FORT ESTATES SUBDIVISION 22ND ADDITION AS SHOWN BY MAP OR PLAT THEREOF RECORDED ON SLIDE 1838-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 6:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF SPANISH FORT CENTRE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2083-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE EAST, ALONG THE SOUTH MARGIN OF SAID LOT 2, A DISTANCE OF 270 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS HERETOFORE CONVEY TO SOUTH CENTRAL BELL, BALDWIN COUNTY TAX PARCEL NUMBER 32-09-30-4-000-006.000; THENCE RUN SOUTH, ALONG THE WEST MARGIN OF SAID LOT 2 AND ALONG LANDS HERETOFORE CONVEYED TO SPANISH FORT UNITED METHODIST CHURCH BY THAT INSTRUMENT RECORDED AT REAL PROPERTY BOOK 549, PAGE 914, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 160.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS OF SOUTH CENTRAL BELL, BALDWIN COUNTY TAX PARCEL NUMBER 32-09-30-4-000-006.000; THENCE RUN WEST, ALONG THE NORTH LINE OF SAID SPANISH FORT UNITED METHODIST CHURCH LANDS, A DISTANCE OF 270.00 FEET, MORE OR LESS, TO THE EAST MARGIN OF U.S. HIGHWAY 98; THENCE RUN NORTH, ALONG SAID U.S.

HIGHWAY 98, A DISTANCE OF 160.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 7:

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; RUN THENCE NORTH 00°10'06" WEST, 1040.79 FEET TO A POINT; THENCE RUN SOUTH 89° 49' 54" WEST, 30.0 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF WAYSIDE DRIVE; THENCE RUN NORTH 00° 10' 06" WEST, ALONG SAID WEST RIGHT OF WAY AND THE EAST LINE OF STAGE COACH RIDGE AS RECORDED IN MAP BOOK 10, PAGE 98 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, 357.26 FEET TO A STEEL ROD ON THE NORTH RIGHT-OF-WAY OF HUCKLEBERRY LANE; THENCE RUN NORTH 89° 39' 28" WEST, ALONG SAID NORTH RIGHT-OF-WAY, 183.26 FEET TO A STEEL ROD FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° 39' 28" WEST, ALONG SAID NORTH RIGHT-OF-WAY, 674.11 FEET TO AN IRON PIPE; THENCE RUN NORTH 00° 51' 41" EAST, 338.24 FEET TO AN IRON PIPE; THENCE RUN SOUTH 89° 48' 39" EAST, 670.02 FEET TO AN IRON PIPE; THENCE RUN SOUTH 00° 26' 37" EAST, 144.36 FEET TO A 4" STEEL POST; THENCE RUN SOUTH 00° 32' 29" WEST. 196.10 FEET TO THE POINT OF BEGINNING, CONTAINING 5.23 ACRES, MORE OR LESS.

(DESCRIPTION COPIED FROM INSTRUMENT 879369, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA).

ANNEXATION PARCEL 8:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 2 EAST AND RUN THENCE SOUTH 00 DEGREES 56 MINUTES 23 SECONDS WEST, A DISTANCE OF 790.13 FEET TO THE NORTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10; THENCE RUN SOUTH 81 DEGREES 30 MINUTES 38 SECONDS WEST, ALONG SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 848.37 FEET TO THE POINT OF BEGINNING: THENCE RUN SOUTH 81 DEGREES 30 MINUTES 38 SECONDS WEST, ALONG SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 58.41 FEET; THENCE RUN SOUTH 73 DEGREES 49 MINUTES 44 SECONDS WEST, ALONG SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 445.90 FEET; THENCE RUN SOUTH 86 DEGREES 48 MINUTES 08 SECONDS WEST, ALONG SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 457 FEET, MORE OR LESS, TO THE EXISTING CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA, HERETOFORE DESCRIBED IN ORDINANCE NO. 339-2008; THENCE RUN NORTH 13 DEGREES 19 MINUTES 35 SECONDS WEST, ALONG THE SAID CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA, A DISTANCE OF 1086 FEET, MORE OR LESS; THENCE RUN NORTH 89 DEGREES 39 MINUTES 10 SECONDS EAST, ALONG THE SAID CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA, A DISTANCE OF 303 FEET, MORE OR LESS, TO THE EAST MARGIN OF LANDS HERETOFORE CONVEYED TO ALABAMA EDUCATIONAL TELEVISION COMMISSION, RECORDED AT REAL PROPERTY BOOK 662, PAGE 934; THENCE ALONG THE EAST MARGIN OF SAID ALABAMA EDUCATIONAL TELEVISION COMMISSION LANDS THE FOLLOWING COURSES; SOUTH 48 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 273.25 FEET;

SOUTH 48 DEGREES 55 MINUTES 22 SECONDS EAST, A DISTANCE OF 263.34 FEET; SOUTH 30 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 144.94 FEET; SOUTH 57 DEGREES 15 MINUTES 17 SECONDS EAST, A DISTANCE OF 276.05 FEET; SOUTH 41 DEGREES 35 MINUTES 31 SECONDS EAST, A DISTANCE OF 146.10 FEET; SOUTH 27 DEGREES 12 MINUTES 16 SECONDS EAST, A DISTANCE OF 182.77 FEET TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 9:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6 OF SPANISH OAKS SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1179-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE ALONG THE NORTH, EAST, SOUTH AND WEST MARGINS OF SAID SUBDIVISION THE FOLLOWING COURSES; NORTH 89 DEGREES 59 MINUTES 04 SECONDS EAST, A DISTANCE OF 422.00 FEET, MORE OR LESS; SOUTH 00 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 721.00 FEET, MORE OR LESS; SOUTH 89 DEGREES 59 MINUTES 04 SECONDS WEST, A DISTANCE OF 392.00 FEET, MORE OR LESS, TO THE EAST MARGIN OF SPANISH OAKS DRIVE WEST; THENCE RUN NORTH, ALONG THE EAST MARGIN OF SAID SPANISH OAKS DRIVE WEST, A DISTANCE OF 412 FEET, MORE OR LESS; THENCE RUN WEST, A DISTANCE OF 30 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 6 OF SAID SPANISH OAKS SUBDIVISION; THENCE NORTH 00 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 309.00, MORE OR LESS, FEET TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 10

COMMENCE AT THE NORTHWEST CORNER SECTION 26, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE EASTERLY, A DISTANCE OF 85 FEET, MORE OR LESS; THENCE RUN SOUTHERLY, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF U.S. HIGHWAY 31 FOR THE POINT OF BEGINNING: THENCE RUN EASTERLY, ALONG THE SOUTH MARGIN OF SAID U.S. HIGHWAY 31, A DISTANCE OF 646 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO THOMPSON TRACTOR COMPANY, INC., RECORDED AT REAL PROPERTY BOOK 285, PAGE 1244, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY, A DISTANCE OF 823 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS OF SAID THOMPSON TRACTOR COMPANY, INC.; THENCE RUN WESTERLY, A DISTANCE OF 680 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF TECHNICAL SPECIALTIES, INC., RECORDED AT REAL PROPERTY BOOK 677, PAGE 1726, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY, ALONG THE EAST LINE OF LANDS OF SAID TECHNICAL SPECIALTIES, INC., A DISTANCE OF 313 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE EAST LINE OF LANDS OF SAID TECHNICAL SPECIALTIES, INC., A DISTANCE OF 50 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO DOWNTOWN INVESTMENT PROPERTIES, LLC, RECORDED AT INSTRUMENT NUMBER 1003033, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY, ALONG THE WEST LINE OF LANDS OF SAID DOWNTOWN INVESTMENT PROPERTIES, LLC, A

DISTANCE OF 159 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE WEST LINE OF LANDS OF SAID DOWNTOWN INVESTMENT PROPERTIES, LLC, A DISTANCE OF 29.74 FEET, MORE OR LESS, TO THE SOUTHERN POINT OF SAID DOWNTOWN INVESTMENT PROPERTIES, LLC; THENCE RUN SOUTHEASTERLY, A DISTANCE OF 124 FEET, MORE OR LESS, TO THE NORTH MARGIN OF LANDS HERETOFORE CONVEYED TO EASTERN SHORE CENTRE I, LLC, RECORDED AT INSTRUMENT 794153, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, A DISTANCE OF 9 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID EASTERN SHORE CENTRE I, LLC; THENCE RUN SOUTHEASTERLY, A DISTANCE OF 196 FEET, MORE OR LESS, TO THE NORTH MARGIN OF EASTER SHORE DRIVE; THENCE RUN SOUTHWESTERLY AND WESTERLY, ALONG SAID EASTERN SHORE DRIVE, A DISTANCE OF 652 FEET, MORE OR LESS, TO THE EAST MARGIN OF ALABAMA HIGHWAY 181; THENCE RUN NORTHERLY, ALONG THE EAST MARGIN OF SAID ALABAMA HIGHWAY 181, A DISTANCE OF 1582 FEET, MORE OR LESS; THENCE RUN NORTHEASTERLY, A DISTANCE OF 81 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 11

COMMENCE AT THE NORTHWEST CORNER SECTION 26, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE EASTERLY, A DISTANCE OF 85 FEET, MORE OR LESS; THENCE RUN SOUTHERLY, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF U.S. HIGHWAY 31; THENCE RUN EASTERLY, ALONG THE SOUTH MARGIN OF SAID U.S. HIGHWAY 31, A DISTANCE OF

785 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO CHRIS L. CHAMBERS, RECORDED AT INSTRUMENT 632061, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA FOR THE POINT OF BEGINNING: CONTINUE THENCE EASTERLY, ALONG SAID U.S. HIGHWAY 31, A DISTANCE OF 688 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LAND HERETOFORE CONVEYED TO THOMAS KILGOAR, RECORDED AT REAL PROPERTY BOOK 296, PAGE 1792, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE WEST MARGIN OF EASTERN SHORE BOULEVARD; THENCE RUN SOUTHERLY, ALONG SAID EASTERN SHORE BOULEVARD, A DISTANCE OF 423 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS OF SAID THOMAS KILGOAR; THENCE RUN WESTERLY, A DISTANCE OF 231 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID THOMAS KILGOAR; THENCE RUN NORTHERLY, A DISTANCE OF 106 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED JOE DANNER, RECORDED AT INSTRUMENT 1126521, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN WESTERLY, A DISTANCE OF 352 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID JOE DANNER; THENCE RUN NORTHWESTERLY, A DISTANCE OF 341 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 12

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE NORTHERLY, ALONG THE SOUTHWEST QUARTER OF SAID SECTION 25, A

DISTANCE OF 1323 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE RUN WESTERLY, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2593 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF SAID SECTION 25, A DISTANCE OF 683 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 2 EAST; THENCE RUN WESTERLY, A DISTANCE OF 2040 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE RUN SOUTHERLY, A DISTANCE OF 665 FEET, MORE OR LESS, TO THE NORTH MARGIN OF LANDS HERETOFORE CONVEYED TO LIANNA NASH, RECORDED AT INSTRUMENT 1302408, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN WESTERLY, A DISTANCE OF 996 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LAND OF SAID LIANNA NASH; THENCE RUN SOUTHEASTERLY, ALONG THE WEST MARGIN OF LANDS OF SAID LIANNA NASH, A DISTANCE 953 FEET, MORE OR LESS, TO THE NORTH MARGIN OF INTERSTATE HIGHWAY 10; THENCE RUN SOUTHEASTERLY, ALONG THE NORTH MARGIN OF SAID INTERSTATE 10, A DISTANCE OF 5320 FEET, MORE OR LESS, TO THE INTERSECTION OF THE EAST MARGIN OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA;

THENCE RUN NORTHERLY, ALONG THE EAST MARGIN OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 430 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 13

COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE WESTERLY, ALONG THE NORTH MARGIN OF SAID SECTION 25, A DISTANCE OF 26 FEET, MORE OR LESS, TO THE WEST MARGIN OF STROH ROAD; THENCE RUN NORTHERLY, ALONG SAID STROH ROAD, A DISTANCE OF 277 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF U.S. HIGHWAY 31; THENCE RUN SOUTHWESTERLY AND WESTERLY, ALONG SAID U.S. HIGHWAY 31, A DISTANCE OF 7132 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO THE SPANISH FORT VOLUNTEER FIRE AND CIVIL DEFENSE DEPARTMENT, INC., RECORDED AT INSTRUMENT 501694, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTHERLY, A DISTANCE OF 130 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS OF SAID SPANISH FORT VOLUNTEER FIRE AND CIVIL DEFENSE DEPARTMENT, INC.; THENCE RUN WESTERLY, A DISTANCE OF 80 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID SPANISH FORT VOLUNTEER FIRE AND CIVIL DEFENSE DEPARTMENT, INC.; THENCE RUN NORTHERLY, A DISTANCE OF 130 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS OF SAID SPANISH FORT VOLUNTEER FIRE AND CIVIL DEFENSE DEPARTMENT, INC. AND THE SOUTH MARGIN OF U.S. HIGHWAY 31; THENCE RUN WESTERLY,

ALONG THE SOUTH MARGIN OF SAID U.S. HIGHWAY 31, A DISTANCE OF 1162 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO NEW LIFE ASSEMBLY OF GOD, INC., RECORDED AT INSTRUMENT 619356, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTHERLY, A DISTANCE OF 762 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO THE UTILITIES BOARD OF THE CITY OF FOLEY, RECORDED AT INSTRUMENT 1148417, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, A DISTANCE OF 390 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS OF SAID UTILITIES BOARD OF THE CITY OF FOLEY AND THE WEST MARGIN OF OLD HIGHWAY 31; THENCE RUN SOUTHERLY, ALONG THE WEST MARGIN OF SAID OLD HIGHWAY 31, A DISTANCE OF 77 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE WEST MARGIN OF SAID OLD HIGHWAY 31, A DISTANCE OF 10 FEET, MORE OR LESS; THENCE RUN SOUTHERLY, ALONG THE WEST MARGIN OF SAID OLD HIGHWAY 31, A DISTANCE OF 127 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE WEST MARGIN OF SAID OLD HIGHWAY 31, A DISTANCE OF 16 FEET, MORE OR LESS; THENCE RUN SOUTHERLY, ALONG THE WEST MARGIN OF SAID OLD HIGHWAY 31 AND THE WEST MARGIN OF LANDS HERETOFORE CONVEYED TO WILLIAM SCHULER, RECORDED AT REAL PROPERTY BOOK 392, PAGE 1093, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 291 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID WILLIAM SCHULER; THENCE RUN EASTERLY, A DISTANCE OF 445 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS

HERETOFORE CONVEYED TO GASTON FUQUA, RECORDED AT DEED BOOK 464, PAGE 610, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHEASTERLY, A DISTANCE OF 26 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID GASTON FUQUA AND THE SOUTH MARGIN OF SAID OLD HIGHWAY 31; THENCE RUN SOUTHEASTERLY, ALONG SAID OLD HIGHWAY 31, A DISTANCE OF 271 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO MALBIS PLANTATION, INC., RECORDED IN DEED BOOK 379, PAGE 726, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTHERLY, A DISTANCE OF 1217 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID MABLIS PLANTATION, INC.; THENCE RUN EASTERLY, A DISTANCE OF 2037, FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO IRMA DAVISON, RECORDED AT DEED BOOK 430, PAGE 101, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHERLY, A DISTANCE OF 1380 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID IRMA DAVISON AND THE SOUTH MARGIN OF SAID OLD HIGHWAY 31; THENCE RUN NORTHEASTERLY, ALONG SAID OLD HIGHWAY 31, A DISTANCE OF 314 FEET, MORE OR LESS, TO THE WEST MARGIN OF SGT E I "BOOTS" THOMAS DRIVE; THENCE RUN SOUTHERLY AND SOUTHEASTERLY, ALONG THE WEST MARGIN OF SAID SGT E I "BOOTS" THOMAS DRIVE, A DISTANCE OF 1968 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 14 OF I-10 COMMERCE CENTER, PHASE ONE, SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2303-E AND SLIDE 2303-F, PROBATE RECORDS, BALDWIN

COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY, NORTHEASTERLY AND NORTHWESTERLY, ALONG THE SOUTH AND EAST MARGINS OF SAID SGT E I "BOOTS" THOMAS DRIVE, A DISTANCE OF 750 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 13 OF SAID COMMERCE CENTER, PHASE ONE, SUBDIVISION; THENCE RUN NORTHWESTERLY AND NORTHERLY, ALONG THE EAST MARGIN OF SAID SGT E I "BOOTS" THOMAS DRIVE, A DISTANCE OF 1832 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF SAID OLD HIGHWAY 31; THENCE RUN NORTHEASTERLY, ALONG THE SOUTH MARGIN OF SAID OLD HIGHWAY 31, A DISTANCE OF 895 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO RGGS LAND AND MINERALS LTD LP, RECORDED AT INSTRUMENT 805706, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTHERLY, A DISTANCE OF 1209 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID RGGS LAND AND MINERALS LTD LP; THENCE RUN EASTERLY, A DISTANCE OF 1259 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS OF SAID RGGS LAND AND MINERALS LTD LP AND THE WEST MARGIN OF LEE ROAD; THENCE RUN SOUTHERLY, ALONG THE WEST MARGIN OF SAID LEE ROAD, A DISTANCE OF 544 FEET, MORE OR LESS, TO THE EAST AND WEST HALF SECTION LINE OF SAID SECTION 25; THENCE RUN EASTERLY, ALONG THE EAST AND WEST HALF SECTION LINE OF SAID SECTION 25, A DISTANCE OF 80 FEET, MORE OR LESS, TO THE EAST MARGIN OF SAID LEE ROAD; THENCE RUN NORTHERLY, ALONG THE EAST MARGIN OF SAID LEE ROAD, A DISTANCE OF 1002 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO JOHN WHITE,

RECORDED AT INSTRUMENT 1144620, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, A DISTANCE OF 733 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS OF SAID JOHN WHITE; THENCE RUN NORTHERLY, A DISTANCE OF 247 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID JOHN WHITE; THENCE RUN NORTHWESTERLY, ALONG LANDS HERETOFORE CONVEYED TO JOHN WHITE, RECORDED AT REAL PROPERTY BOOK 693, PAGE 1104, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 78 FEET, MORE OR LESS; THENCE RUN NORTHWESTERLY, ALONG LANDS OF SAID JOHN WHITE, A DISTANCE OF 165 FEET, MORE OR LESS; THENCE RUN NORTHWESTERLY, ALONG LANDS OF SAID JOHN WHITE, A DISTANCE OF 141 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID JOHN WHITE; THENCE RUN WESTERLY, ALONG LANDS OF SAID JOHN WHITE, A DISTANCE OF 223 FEET, MORE OR LESS; THENCE RUN WESTERLY, ALONG LANDS OF SAID JOHN WHITE, A DISTANCE OF 250 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS OF SAID JOHN WHITE AND THE EAST MARGIN OF SAID LEE ROAD; THENCE RUN NORTHWESTERLY, ALONG THE EAST MARGIN OF SAID LEE ROAD, A DISTANCE OF 779 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF SAID OLD HIGHWAY 31; THENCE RUN NORTHEASTERLY, ALONG THE SOUTH MARGIN OF SAID OLD HIGHWAY 31, A DISTANCE OF 264 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF WHISPER WOODS SUBDIVISION, PHASE 1A, AS SHOWN BY MAP OR PLAT THEREOF RECORD OF SLIDE 1968-A AND SLIDE 1968-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY, ALONG THE WEST MARGIN OF

SAID WHISPER WOODS SUBDIVISION, PHASE 1A, A DISTANCE OF 390 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE WEST MARGIN OF SAID WHISPER WOODS SUBDIVISION, PHASE 1A, AND THE WEST MARGIN OF WHISPER WOODS SUBDIVISION, PHASE 2A, AS SHOWN BY MAP OR PLAT THEREOF RECORD OF SLIDE 2094-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 888 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE WEST MARGIN OF SAID WHISPER WOODS SUBDIVISION, PHASE 2A, A DISTANCE OF 136 FEET, MORE OR LESS; THENCE RUN SOUTHERLY, ALONG THE WEST MARGIN OF SAID WHISPER WOODS SUBDIVISION, PHASE 2A, A DISTANCE OF 219 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE WEST MARGIN OF SAID WHISPER WOODS SUBDIVISION, PHASE 2A, A DISTANCE OF 7 FEET, MORE OR LESS; THENCE RUN SOUTH, A DISTANCE OF 1180 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE RUN EASTERLY, ALONG THE SOUTH MARGIN OF THE NORTHEAST QUARTER OF SAID SECTION 25, A OF DISTANCE 1493 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE RUN NORTH, ALONG THE EAST MARGIN OF SAID SECTION 25, A DISTANCE OF 2647, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING LANDS OF SPANISH FORT WATER SYSTEM INC., RECORDED IN INSTRUMENT 1114574, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND LOT 1A AND LOT 1B, I-10, RESUBDIVISION OF LOT 1 OF I-10 COMMERCE CENTER EXTENSION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2500-D,

PROBATE RECORDS, BALDWIN COUNTY, ALABAMA. SAID LANDS OF THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

ANNEXATION PARCEL 14

COMMENCE AT THE SOUTHEAST CORNER OF WOODSIDE BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2421-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE WESTERLY, A DISTANCE OF 476.75 FEET TO THE SOUTHWEST CORNER OF SAID WOODSIDE BUSINESS PARK AND THE SOUTHEAST CORNER OF LOT 13 OF CAMBRON SUBDIVISION, PHASE ONE, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2307-A AND SLIDE 2307-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN ALONG THE EXTERIOR OF SAID CAMBRON SUBDIVISION, PHASE 1 THE FOLLOWING COURSES; WESTERLY, A DISTANCE OF 1308.20 FEET TO THE SOUTHWEST CORNER OF LOT 24; NORTHERLY, A DISTANCE OF 175.92 FEET TO THE NORTHWEST CORNER OF LOT 24; NORTHWESTERLY, A DISTANCE OF 54.38 FEET TO THE SOUTHWEST CORNER OF LOT 25; NORTHERLY, A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF LOT 25; EASTERLY, A DISTANCE OF 477.12 FEET TO THE SOUTHWEST CORNER OF LOT 55; NORTHERLY, A DISTANCE OF 972.30 FEET TO THE NORTHWEST CORNER OF LOT 63; NORTHWESTERLY, A DISTANCE OF 61.73 FEET TO THE SOUTHWEST CORNER OF LOT 64; NORTHERLY, A DISTANCE OF 154.71 FEET TO THE NORTHWEST CORNER OF LOT 64; EASTERLY, A DISTANCE OF 502.19 FEET TO THE NORTHEAST CORNER OF LOT 68; NORTHERLY, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 70;

EASTERLY, A DISTANCE OF 209.74 FEET TO THE WEST MARGIN OF LOT 71; NORTHERLY, A DISTANCE OF 24.43 FEET TO THE NORTHWEST CORNER OF LOT 71; EASTERLY, A DISTANCE OF 156.68 FEET TO THE NORTHEAST CORNER OF LOT 71; SOUTHERLY, A DISTANCE OF 209.25 FEET TO THE NORTH MARGIN OF CAMBRON TRAIL; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF SAID CAMBRON TRAIL, A DISTANCE OF 150 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO CAMBRON INVESTMENTS, LLC, RECORDED IN INSTRUMENT 844353, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHERLY, A DISTANCE OF 561 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS OF SAID CAMBRON INVESTMENTS, LLC; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF LANDS OF SAID CAMBRON INVESTMENTS, LLC, A DISTANCE OF 533 FEET, MORE OR LESS, TO THE WEST MARGIN OF U.S.HIGHWAY 31; THENCE RUN SOUTHWESTERLY, ALONG SAID U.S. HIGHWAY 31, A DISTANCE 2001 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 15

LOT 20 OF CAMBRON SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A, SLIDE 2378-B AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 16

LOT 24 AND LOT 25 OF CAMBRON SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A, SLIDE 2378-B AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 17

LOT 36 OF CAMBRON SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A, SLIDE 2378-B AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 18

LOT 95 OF CAMBRON SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A, SLIDE 2378-B AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 19

LOT 66 OF CAMBRON SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A, SLIDE 2378-B AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 20

LOT 81 AND LOT 82 OF CAMBRON SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A, SLIDE 2378-B AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 21

COMMENCE AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 EAST AND RUN THENCE SOUTHERLY, ALONG THE EAST MARGIN OF SAID SECTION 24, A DISTANCE OF 1320 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE RUN WESTERLY, ALONG THE SOUTH MARGIN OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1320

FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1320 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1320 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 22

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY ALABAMA, THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY, A DISTANCE OF 1320 FEET,

MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN WESTERLY, A DISTANCE OF 1320 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTHERLY, A DISTANCE OF 1320 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN EASTERLY, A DISTANCE OF 1320 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 23

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY ALABAMA, THE POINT OF BEGINNING AND RUN THENCE NORTHERLY, A DISTANCE OF 2640 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN EASTERLY, A DISTANCE OF 2640 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTHERLY, A DISTANCE OF 2640, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN WESTERLY, A DISTANCE OF 2640 FEET TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 24

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY ALABAMA AND RUN THENCE WESTERLY, A DISTANCE OF 844 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO PROVIDENCE UNITED METHODIST CHURCH, INC. AND THE EAST MARGIN OF JIMMY FAULKNER DRIVE FOR THE POINT OF BEGINNING; THENCE RUN NORTHWESTERLY, ALONG SAID JIMMY FAULKNER DRIVE, A DISTANCE OF 390 FEET, MORE OR LESS; THENCE RUN SOUTHWESTERLY, ALONG SAID JIMMY FAULKNER DRIVE, A DISTANCE OF 40 FEET, MORE OR LESS; THENCE RUN NORTHWESTERLY, ALONG SAID JIMMY FAULKNER DRIVE, A DISTANCE OF 328 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF LANDS OF SAID PROVIDENCE UNITED METHODIST CHURCH, INC; THENCE RUN WESTERLY, A DISTANCE OF 121 FEET, MORE OR LESS; TO THE WEST MARGIN OF SAID JIMMY FAULKNER DRIVE; THENCE RUN SOUTHEASTERLY, ALONG SAID JIMMY FAULKNER DRIVE, A DISTANCE OF 361 FEET, MORE OR LESS; THENCE RUN SOUTHWESTERLY, ALONG SAID JIMMY FAULKNER DRIVE, A DISTANCE OF 40 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG SAID JIMMY FAULKNER DRIVE, A DISTANCE OF 332 FEET, MORE OR LESS; THENCE RUN EASTERLY, A DISTANCE OF 208 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 25

COMMENCE AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTHERLY, ALONG THE WEST MARGIN OF SAID SECTION

21, A DISTANCE OF 2661 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO MALBIS PLANTATION, INC., RECORDED AT DEED BOOK 54, PAGE 39, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, ALONG THE SOUTH MARGIN OF LANDS OF SAID MALBIS PLANTATION, INC., A DISTANCE OF 4037 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE RUN NORTHERLY, ALONG THE EAST MARGIN OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2631 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE RUN WESTERLY, ALONG THE NORTH MARGIN OF SAID SECTION 21, A DISTANCE OF 4026 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 26

LOT 8 OF SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1327-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 27

COMMENCE AT THE SOUTHEAST CORNER OF LOT 10 OF SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1327-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE WESTERLY, ALONG SOUTH MARGIN OF LOT 10, LOT 11 AND LOT 12 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, A DISTANCE OF 464 FEET, MORE OR LESS, TO THE

SOUTHWEST CORNER OF LOT 12 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION; THENCE RUN NORTHWESTERLY, ALONG THE WEST MARGIN OF LOT 12 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION AND A PROJECTION THEREOF, A DISTANCE OF 195 FEET, MORE OR LESS, TO THE CENTER OF UNION PASS; THENCE RUN SOUTHWESTERLY, ALONG THE CENTER OF SAID UNION PASS, A DISTANCE OF 165 FEET, MORE OR LESS; THENCE RUN NORTHWESTERLY, ALONG THE WEST MARGIN OF LOT 4 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION AND A PROJECTION THEREOF, A DISTANCE OF 186 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION; THENCE RUN NORTHEASTERLY, ALONG THE NORTH MARGIN OF LOT 4, LOT 5 AND LOT 6 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, A DISTANCE OF 304 FEET, MORE OR LESS; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF LOT 6 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, A DISTANCE OF 49 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 6 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION; THENCE RUN SOUTHEASTERLY, ALONG THE EAST MARGIN OF LOT 6 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, A DISTANCE OF 197 FEET, MORE OR LESS, TO THE CENTER OF UNION PASS; THENCE NORTHEASTERLY, ALONG THE CENTER OF UNION PASS, A DISTANCE OF 122 FEET; THENCE RUN SOUTHEASTERLY, A DISTANCE OF 65 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 10 OF SAID

SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION; THENCE RUN SOUTHEASTERLY, ALONG THE EAST MARGIN OF LOT 10 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, A DISTANCE OF 264 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 28

COMMENCE AT THE EAST CORNER OF LOT 14 OF SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1327-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE SOUTHWESTERLY, ALONG THE SOUTHEAST MARGIN OF LOT 14 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION AND A PROJECTION THEREOF, A DISTANCE OF 153 FEET, MORE OR LESS, TO THE CENTER OF SPANISH MAIN; THENCE RUN NORTHWESTERLY, ALONG THE CENTER OF SAID SPANISH MAIN, A DISTANCE OF 182 FEET, MORE OR LESS, TO THE INTERSECTION OF THE CENTER OF SAID SPANISH MAIN AND THE CENTER OF UNION PASS; THENCE RUN NORTHEASTERLY, ALONG THE CENTER OF SAID UNION PASS, A DISTANCE OF 211 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE NORTHEAST MARGIN OF LOT 14 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION AND A PROJECTION THEREOF, A DISTANCE OF 157 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 29

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST, BALDWIN COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE WESTERLY, ALONG THE SOUTH

MARGIN OF SAID SECTION 24, A DISTANCE OF 253 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO HENRY JONES, RECORDED AT REAL PROPERTY BOOK 728, PAGE 1612, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHEASTERLY, A DISTANCE OF 87 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID HENRY JONES; THENCE RUN WESTERLY, ALONG THE NORTH MARGIN OF LANDS OF SAID HENRY JONES, A DISTANCE OF 313 FEET, MORE OR LESS, TO THE EAST MARGIN OF BAY MINETTE CREEK; THENCE RUN NORTHERLY, ALONG SAID BAY MINETTE CREEK, A DISTANCE OF 1340 FEET, MORE OR LESS, TO THE NORTH MARGIN OF LANDS HERETOFORE CONVEYED TO KEVIN SPRIGGS, RECORDED AT INSTRUMENT 946950, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF LANDS OF SAID KEVIN SPRIGGS, A DISTANCE OF 403 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID KEVIN SPRIGGS; THENCE RUN SOUTH, ALONG THE EAST MARGIN OF SAID SECTION 24, A DISTANCE OF 1362 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

ANNEXATION PARCEL 30

LOT 7 OF SPANISH FORT ESTATES SUBDIVISION, FOURTEENTH ADDITION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1153-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 31

COMMENCE AT THE NORTH CORNER OF LOT 49 OF SPANISH FORT ESTATES SUBDIVISION, FOURTEENTH ADDITION, AS SHOWN BY MAP

OR PLAT THEREOF, RECORDED AT SLIDE 1153-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE ALONG THE WEST MARGIN OF SAID SPANISH FORT ESTATES SUBDIVISION, FOURTEENTH ADDITION, THE FOLLOWING COURSES; SOUTH 65 DEGREES 37 MINUTES 32 SECONDS WEST, A DISTANCE OF 105.95 FEET; SOUTH 36 DEGREES 30 MINUTES 40 SECONDS WEST, A DISTANCE OF 392.80 FEET; SOUTH 37 DEGREES 53 MINUTES 00 SECONDS WEST, A DISTANCE OF 213.91 FEET; SOUTH 40 DEGREES 06 MINUTES 45 SECONDS WEST, A DISTANCE OF 167.50 FEET; SOUTH 24 DEGREES 00 MINUTES 45 SECONDS WEST, A DISTANCE OF 136.26 FEET; SOUTH 41 DEGREES 23 MINUTES 30 SECONDS WEST, A DISTANCE OF 108.45 FEET; SOUTH 33 DEGREES 24 MINUTES 30 SECONDS WEST, A DISTANCE OF 329.69 FEET; SOUTH 25 DEGREES 50 MINUTES 45 SECONDS WEST, A DISTANCE OF 270.53 FEET; SOUTH 36 DEGREES 37 MINUTES 45 SECONDS WEST, A DISTANCE OF 285.25 FEET; SOUTH 32 DEGREES 10 MINUTES 15 SECONDS WEST, A DISTANCE OF 195.40 FEET; SOUTH 40 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 57 FEET, MORE OR LESS, TO THE SOUTH LINE OF LANDS HERETOFORE CONVEYED TO C WILLIAM BARNHILL, RECORDED AT INSTRUMENT 1265403, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN WESTERLY, A DISTANCE OF 76 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID C. WILLIAM BARNHILL; NORTHERLY, ALONG THE WEST MARGIN OF LANDS OF SAID C. WILLIAM BARNHILL, A DISTANCE OF 1830 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF BAY MINETTE CREEK; THENCE RUN NORTHEASTERLY, ALONG THE SOUTH MARGIN OF

SAID BAY MINETTE CREEK, A DISTANCE OF 1187 FEET, MORE OR LESS, TO THE SOUTHWEST MARGIN OF LOT 13 OF SPANISH FORT ESTATES TWENTIETH ADDITION RESUBDIVISION OF LOTS 13 -17 SUBDIVISION, RECORDED AT SLIDE 2050-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY, ALONG SAID SPANISH FORT ESTATES TWENTIETH ADDITION RESUBDIVISION OF LOTS 13 -17 SUBDIVISION, A DISTANCE OF 342 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED ANNEXATION PARCELS 1 THROUGH 31 PREVIOUSLY ANNEXED BY ANOTHER MUNICIPALITY.

THE RECORDING REFERENCES SET FORTH HEREIN REFER TO RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA. THE TAX PARCEL INFORMATION REFERS TO RECORDS IN THE OFFICE OF THE REVENUE COMMISSIONER OF BALDWIN COUNTY, ALABAMA.

Section 2. A map showing the territory to be annexed is on file in the Office of the Judge of Probate of Baldwin County, Alabama.

Section 3. All territory brought within the corporate limits of the City of Spanish Fort under the provisions of this Act shall be subject to the laws and ordinances of the City, and the City Council shall have and exercise the same jurisdiction over such territory as is

presently exercised over the territory within the corporate limits of the City.

Section 4. The substantive provisions of this Act shall become operative only if the Act is approved by the qualified electors who reside within the territory to be annexed voting in a referendum to be held between August 1, 2015, and December 1, 2015, on the day designated by the Judge of Probate of Baldwin County, Alabama. Notice of the election shall be given by the Judge of Probate of Baldwin County, Alabama, and the election shall be held, conducted and the results thereof canvassed in the manner prescribed by §11-42-2 of the Code of Alabama (1975), insofar as said provisions may be appropriate and applicable; provided, however, that no resolution of the municipal governing body need be made or filed with the Judge of Probate and the requirements of Subsection (10) of §11-42-2 of the Code of Alabama (1975) shall not apply. The question shall be, "Shall the adoption of Act No. _____ of the 2015 Regular Session of the Alabama Legislature, which alters, extends, rearranges and redefines the boundary lines and corporate limits of the City of Spanish Fort in Baldwin County, Alabama, be approved?" The City of Spanish Fort shall pay all of the costs and expenses incidental to said election. If a majority of the votes cast in the election are "Yes", the provisions of the Act shall become operative immediately. If the majority of the votes

cast in the election are "No", this Act shall have no further effect.

Section 5. The provisions of this act are severable. If any part of this act is declared invalid or unconstitutional, that declaration shall not affect the part which remains.

Section 6. All laws or parts of laws which conflict with this act are hereby repealed to the extent of such conflict.

Section 7. This act shall become effective immediately following its passage and approval by the Governor, or its otherwise becoming law.

_____

Speaker of the House of Representatives

_____

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in and was passed by the House 26-MAY-15.

Jeff Woodard
Clerk

_____

Senate 03-JUN-15 Passed

Baldwin County Commission

Agenda Action Form

File #: 21-0366, **Version:** 1 **Item #:** BA3

Meeting Type: BCC Work Session
Meeting Date: 1/19/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Michelle Howard, Commission Executive Assistant

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ITEM TITLE
Sale of Vehicle on GovDeals.com by the Baldwin County Administration Department

STAFF RECOMMENDATION
Take the following actions:

1) Approve the sale of the following vehicle on GovDeals.com through the Clerk/Treasurer:

2007 Mercury Grand Marquis VIN# 2MEFM75V77X620804 (88,213 Miles)

2) Authorize funds from the sale of the vehicle to be deposited into the General Fund.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: 2007 Mercury Grand Marquis used by custodians at Fairhope Courthouse (VIN# 2MEFM75V77X620804) needs engine repair. The vehicle has had several repairs over the last year. The estimate to repair the engine exceeds the value of the vehicle. Because the vehicle has been removed from service, it is recommended it be offered for sale on GovDeals.com in “where is, as is” condition with no warranty (expressed or implied) included.

FINANCIAL IMPACT

Total cost of recommendation: Incoming Revenue

Budget line item(s) to be used: Revenue - proceeds from sale of assets in General Fund

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Makayla Shiver, Finance/Accounting, and Michelle Howard, Commission Executive Assistant.

Finance & Accounting Department to coordinate sale of vehicle. Commission Department to provide specific information as needed.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Makayla Shiver will coordinate the auctioning of the vehicle thru Govdeals.com.

Michelle Howard will provide required documentation to accounting for the auction and will prepare the vehicle for auction, pick up, and show the vehicle to bidders upon bidder's request at the Baldwin County Commission Office.

Additional instructions/notes: N/A

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 1/19/2021

Fixed Asset: 0008928 Year: 2007

Mercury Model: Grand Marquis

_____ S/N: 2MEFM75V77X620804

_____ Tag # 35975 CO

_____ Mileage: 88,213

_____ Value: None

Subject to Commission approval, the fixed asset above of the

Administration Department will be:

Transferred to: N/A

Sold to: GovDeals.com

Stored at/for: Fairhope Satellite Courthouse

Scrapped because: N/A

Other: N/A

_____ _____

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

_____ _____

APPROVED, Baldwin County Commission

Date Approved


Alabama
35975 CO


MERCURY
AIRBAG







Baldwin County Commission

Agenda Action Form

File #: 21-0360, **Version:** 1 **Item #:** BA4

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Miranda N. McKinnon, Administrative Support Specialist IV

ITEM TITLE
Letter to Alabama Department of Economic and Community Affairs (ADECA) - Volunteer Fire Departments/Fire Departments/Search and Rescue Units

STAFF RECOMMENDATION
Authorize the Chairman to execute a letter to the Alabama Department of Economic and Community Affairs (ADECA) to make eligible the provision of surplus equipment from the State of Alabama to Baldwin County's volunteer fire departments, fire departments and search and rescue units.

BACKGROUND INFORMATION

Previous Commission action/date: January 21, 2020

Background: From time to time, a Baldwin County volunteer fire department will ask the Baldwin County Commission for a letter from the County to the Alabama Department of Economic and Community Affairs (ADECA) in order to make eligible the fire department to receive surplus equipment from the State of Alabama. Instead of writing one letter for each fire department as requests come in, staff is asking the County Commission to issue one letter to ADECA which will make eligible all Baldwin County fire departments and search and rescue units for the upcoming year.

On January 5, 2021, Mr. Ray Hogans, Commander with Lower Alabama Search and Rescue, contacted the County Administration staff and requested that the annual letter to ADECA from the Baldwin County Commission be approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration, send letter to:

The Honorable Kenneth W. Boswell,
Director
Alabama Department of Economic and Community Affairs (ADECA)
Post Office Box 5690
Montgomery, Alabama 36103-5690

cc:

Baldwin County Fire Chiefs Association
Chief Tony Lovell, President
ral6003@yahoo.com

Lower Alabama Search and Rescue
Ray Hogans, Commander
boots1@gulftel.com

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

Additional instructions/notes: N/A

January 19, 2021

The Honorable Kenneth W. Boswell
Director
Alabama Department of Economic and Community Affairs (ADECA)
Post Office Box 5690
Montgomery, Alabama 36103-5690

RE: Volunteer Fire Departments/Fire Departments/Search and Rescue Units in Baldwin County, Alabama

Dear Director Boswell:

Please consider this letter as notification by the Baldwin County Commission (BCC) to the Alabama Department of Economic and Community Affairs (ADECA) for ADECA to allow Baldwin County volunteer fire departments/fire departments and search and rescue units to be eligible the provision of surplus equipment from the State of Alabama. Please see below applicable Alabama laws (in this case, local state legislative acts applicable to Baldwin County) whereby certain tax proceeds are enjoyed by Baldwin County volunteer fire departments/fire departments and/or search and rescue units.

1) The 37 Baldwin County volunteer fire departments/fire departments, listed in **Exhibit A** hereto, receive portions of certain ad valorem tax proceeds pursuant to the authority found at Section 45-2-242 of the Code of Alabama (1975).

2) The 3 Baldwin County search and rescue units, listed in **Exhibit B** hereto, receive portions of certain tobacco tax proceeds pursuant to the authority found at Section 45-2-244.130 through Section 45-2-244.135 of the Code of Alabama (1975).

We are hopeful that the above information will allow any state surplus equipment to be utilized by Baldwin County volunteer fire departments/fire departments and search and rescue units as they, collectively, benefit the public safety of the citizens of Baldwin County.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Wayne Dyess, County Administrator, at (251) 580-2550.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/mnm

cc: Chief Tony Lovell, President, Baldwin County Fire Chiefs Association
(ral6003@yahoo.com)

Commander Ray Hogans, Lower Alabama Search and Rescue
(boots1@gulftel.com)

EXHIBIT A

Volunteer Fire Departments (VFD)/Fire Departments (FD)
[Public Fire/Rescue Service Support Entities]

1. Barnwell VFD
2. Bay Minette FD
3. Belforest VFD
4. Bon Secour VFD
5. Crossroads VFD
6. Daphne FD
7. Elberta VFD
8. Elsanor VFD
9. Fairhope VFD
10. Foley FD
11. Fort Morgan VFD
12. Gateswood VFD
13. Gulf Shores VFD
14. Josephine VFD
15. Lillian VFD
16. Little River VFD
17. Lottie VFD
18. Loxley VFD
19. Magnolia Springs VFD
20. Marlow/Fish River VFD
21. Orange Beach VFD
22. Oyster Bay VFD
23. Perdido VFD
24. Perdido Beach VFD
25. Pine Grove VFD
26. Rabun VFD
27. Robertsdale VFD
28. Rosinton VFD
29. Silverhill VFD
30. Seminole VFD
31. Spanish Fort VFD
32. Stapleton VFD
33. Stockton VFD
34. Summerdale VFD
35. Styx River VFD
36. Tensaw VFD
37. White House Fork VFD

EXHIBIT B

Search and Rescue Units
[Public Search and Rescue Support Entities]

1. Lower Alabama Search and Rescue
2. Daphne Search and Rescue
3. North Baldwin Sheriff's Search and Rescue

Baldwin County Commission

Agenda Action Form

File #: 21-0319, **Version:** 1 **Item #:** BA5

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Victoria Key, Administrative Support Specialist

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ITEM TITLE
DSD Services Group, LLC - Consulting in the Form of Specialized Professional Services Contract

STAFF RECOMMENDATION
Approve a twelve (12) month extension of the Professional Services Contract between the Baldwin County Commission and DSD Services Group, LLC, a limited liability corporation organized and existing under the laws of the State of Alabama and doing business as “DSD Services Group,” for consulting support in the form of Specialized Professional Services related specifically to the RESTORE Act and related Deepwater Horizon Oil Spill Restoration Activities.

The term of this Agreement Extension shall commence on February 18, 2021, and shall continue thereafter for twelve (12) months, terminating on February 18, 2022. This Agreement shall be subject to cancellation or termination by either party, with or without cause, upon thirty (30) days written notice to the other.

BACKGROUND INFORMATION

Previous Commission action/date: February 18, 2020

Background:
February 18, 2020 - The Commission approved a Professional Services Contract with DSD Services Group, LLC. The contract commenced on February 18, 2020, and will expire on February 18, 2021. At this time, the Commission can extend the current contract for a 12-month period if they elect to do so.

Staff has consulted with Mr. Dealy who would like to extend the contract if the Commission choses to do so.

FINANCIAL IMPACT

Total cost of recommendation: Not to exceed $2,000.00 a month ($24,000.00 annually) without prior Commission approval.

Budget line item(s) to be used: 51990.5150.005 (budgeted $30,000.00 for Fiscal Year 2021)

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: Correspondence to:

Mr. Daniel S. Dealy
Principal Manager
DSD Services Group, LLC
27634 Oakachoy Loop
Daphne, Alabama 36526

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

Additional instructions/notes: N/A

January 19, 2021

Mr. Daniel S. Dealy
Principal Manager
DSD Services Group, LLC
27634 Oakachoy Loop
Daphne, Alabama 36526

RE: DSD Services Group, LLC – Consulting Support in the Form of Specialized Professional Services

Dear Mr. Dealy:

The Baldwin County Commission, during its regularly scheduled meeting held on January 19, 2021, authorized me, as Chairman, to execute correspondence to DSD Services Group, LLC, extending the *Professional Services Contract* (**enclosed**) approved at the February 18, 2020, Baldwin County Commission meeting, for an additional twelve (12) months as provided for in the original Agreement, which expires on February 18, 2021.

The term of this extension to the *Contract* shall commence on February 18, 2021, and shall continue thereafter for twelve (12) months. This *Contract* shall be subject to cancellation or termination by either party, with or without cause, upon thirty (30) days written notice to the other.

Please accept this letter as an extension to the original *Professional Services Contract*, sign below and return the letter to Anu Gary, Administrative Services Manager, at the above address. Upon receipt, a **fully executed copy** will be returned for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Wayne Dyess, County Administrator, at (251) 580-2550.

Sincerely,

Joe Davis, III, Chairman
Baldwin County Commission

CONSULTANT:
DSD Services Group, LLC
By:_____
Name:_____
Its: _____
Date:_____

COMMISSION:
Baldwin County Commission
By:_____
Name: Joe Davis, III
Its: Chairman
Date:_____

ENCLOSURE

COUNTY COMMISSION
BALDWIN COUNTY

312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 937-0264 Main
(251) 580-2500 Fax

www.baldwincountyal.gov

Anu Gary
Administrative Services Manager
agary@baldwincountyal.gov
(251) 580-2564

Monica English
Assistant Administrative Services Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

December 2, 2020

Mr. Daniel S. Dealy
Principal Manager
DSD Services Group, LLC
27634 Oakachoy Loop
Daphne, Alabama 36526

RE: DSD Services Group, LLC - Consulting in the Form of Specialized Professional Services Contract

Dear Mr. Dealy:

Enclosed is a **fully executed copy** of the *Professional Services Contract* between the Baldwin County Commission and DSD Services Group, LLC, a limited liability corporation organized and existing under the laws of the State of Alabama and doing business as "DSD Services Group," for consulting support in the form of Specialized Professional Services related specifically to the RESTORE Act and related Deepwater Horizon Oil Spill Restoration Activities.

The term of this *Contract* commenced on February 18, 2020, and shall continue thereafter for twelve (12) months, with the option to extend the *Contract* for an additional term of twelve (12) months, said option to be executed by the Chairman, upon such terms as may be agreed upon by both parties. This *Contract* shall be subject to cancellation or termination by either party, with or without cause, upon (30) days written notice to the other.

If you have any questions or need further assistance, please do not hesitate to contact Wayne Dyess, County Administrator, at (251)580-2550.

Sincerely,

Monica English

MONICA ENGLISH
Assistant Administrative Services Manager
Baldwin County Commission

ME/cc Item BA5

cc: Wayne Dyess

ENCLOSURE(S)

STATE OF ALABAMA
COUNTY OF BALDWIN

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Agreement") made and entered into by and between the DSD Services Group, LLC, a limited liability corporation organized and existing under the laws of the State of Alabama and doing business as "DSD Services Group" ("CONSULTANT"), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama ("COMMISSION") as follows:

WHEREAS, COMMISSION Policy 8.12 only allows the County Engineer to engage the professional services of CONSULTANT which will not exceed $5,000.00 annually as paid to. CONSULTANT by the COMMISSION without an approved contract; and

WHEREAS, the COMMISSION is the only entity that can approve contracts; and

WHEREAS, due to the breadth and complexity of restoration activities associated with environmental and economic programs and agencies involved with the Deepwater Horizon oil spill, and,

WHEREAS, the COMMISSION'S role as voting member of the Alabama Gulf Coast Restoration Council (the "Alabama Council" or "AGCRC"), an unincorporated organization established by the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "Act") as set forth in 33 USC § 1321(t)(I)(F)(i)(I), will involve significant coordination, communication, liaison, and planning for use of restoration funding from multiple sources; and,

WHEREAS, the COMMISSION recognizes a need for Consulting Support in the form of Specialized Professional Services related specifically to RESTORE Act and related Deepwater Horizon Oil Spill Restoration Activities, it has come to the attention of the County Engineer that the engagement of CONSULTANT'S professional services will exceed $5,000.00 annually requiring the COMMISSION to approve a contract with CONSULTANT consistent with COMMISSION Policy 8.12; and

WHEREAS, CONSULTANT is engaged in the business of project and program management and planning consultation with regard to public-private coordination of capital economic and environmental projects, programs, and master plans; and,

WHEREAS, CONSULTANT has been engaged since April 2010 and developed unique professional experience with activities involving the Deepwater Horizon oil spill and restoration activities; and,

WHEREAS, CONSULTANT agrees to provide his unique capacity in professional program management services relative thereto and as set forth herein.

STATE OF ALABAMA
COUNTY OF BALDWIN

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto do AGREE as follows:

I. The COMMISSION does hereby engage CONSULTANT to provide professional services in the COMMISSION's interest, as follows:

The Scope of Services for Consulting Support – Specialized Program Management Services related to RESTORE Act and related Deepwater Horizon Oil Spill Restoration Activities includes, but may not be limited to:

1. Monitoring activities and events,
2. Representation at meetings, telephone conferences, briefings,
3. Liaison & Intergovernmental Affairs,
4. Consultation regarding programs; science, technologies and procedures; project relationships, readiness and status; regulatory requirements and guidelines,
5. Support the Chairman, Baldwin County Commission's seat on the Alabama Council as a dedicated point of contact and liaison to support planning and implementation of AGCRC restoration-related projects and programs,
6. Subject-matter content support for grant development and public communications as may be needed or requested,
7. Providing reports as needed or requested to the Baldwin County Commission and other involved parties on developing situations and issues related to this contract's principal subject, and
8. Other tasks as may be assigned.

II. The COMMISSION shall compensate CONSULTANT for any and all services rendered, as follows:

A. CONSULTANT shall perform its services as proposed on a *"Time & Materials"* basis using Standard Fees and Rates schedule included within this Agreement. Services shall be invoiced monthly. With a start date of February 18 ,2020 (actual date to be established by and between all parties), consulting support services shall carry forward through an estimated TWELVE (12) MONTH effort ending February 18 2021, with the option to extend the contract another 12 MONTHS to February 18 2022, said option to be executed by the Chairman, Baldwin County Commission. During each service period it is estimated that no more than TWENTY FIFTY (25) man-hours will be expended per month, and that monthly man-hour limit shall not be exceeded without CONSULTANT notifying COMMISSION, who shall provide approvals for any renewals and/or man-hour increases via written communication, such written communications being letter, fax, email, or telephonic text message.

B. Manhours will be based upon CONSULTANT's services performed within the Scope of Services or as negotiated for other tasks as may be assigned.

C. Estimated MONTHLY MAXIMUM Basic Fees for Basic Services in Scope of Work (excepting unknown Other Tasks as assigned): **TWO THOUSAND DOLLARS and NO CENTS ($2,000.00),**

D. Elements within the Scope of Services are considered Basic Services, with the exception of any potential tasking involving sub-consulting support as may possibly occur within "Other Tasks as Assigned".

1. Basic Services shall be performed and invoiced at the Basic Fees hourly rate. For "Other Tasks as Assigned", COMMISSION and CONSULTANT shall discuss and agree upon additional tasking and estimated effort involved to accomplish tasking. Written communications and tasking authorization shall provide basis for contract modifications to be executed as applicable.

2. This Agreement is established on a *"not to exceed without Client authorization"* limit. Additional tasking at Client's request shall not be undertaken without estimating its cost, and if that cost will incur exceeding the agreed upon limit, written authorization to proceed will be required before incurring effort.

3. For monthly and contractual budgeting purposes, CONSULTANT's ongoing services shall not incur fees, costs, or expenses beyond the MONTHLY Estimated Basic Fees limit of **$2,000.00** without Client's written authorization.

E. Basic Fees for Basic Services in Scope of Work, hourly rate: $80/hr. Travel Time for Out of Area Travel is not concurrently calculated and is billed at a separate rate.

F. Travel Time on Out of Area Travel (more than 300 miles from I-10 Exit 35, Daphne, Alabama) as a function of Basic Fees for Basic Services: $360.00 per 12 hour travel day, billed at 1/4 day increments.

G. All reasonable pre-approved expenses as determined by the County Engineer.

H. Expressly Excluded:

1. Auto mileage is not billed to the COMMISSION.

2. Legal Consultation and Professional Design (Architectural or Engineering) Services are expressly excluded from subordinate offerings with this proposed contract. The Client will arrange for any required professional legal, design engineering or architectural services. If requested by Client, and to the limits of standards of practice and legal confidentialities, Consultant will assist in selection, developing scope of work, negotiating fees and coordinating work efforts of professional legal, engineering or architectural design services.

STATE OF ALABAMA
COUNTY OF BALDWIN

I. All expenses invoiced for reimbursement will be documented with copies of receipts of purchase or sub-consultant invoices.

J. Payment for Services Rendered: Basic Services will be paid to Consultant as follows:

1. Monthly invoicing for Fees incurred. Invoices may be delivered in person, by U.S. Mail, or in electronic mail using pdf format documents.

2. Payment for Services Rendered and Reimbursables is due within thirty (30) days of invoice receipt.

K. CONSULTANT shall not subcontract for professional legal, engineering and/or architectural design, or other like services.

L. CONSULTANT agrees that billings to the COMMISSION for services under this Agreement during the initial term of this Agreement will not exceed TWENTY-FOUR THOUSAND AND NO/100 dollars ($24,000.00) without prior notification to and the written consent of the COMMISSION. CONSULTANT agrees that reimbursable expenses authorized under the initial term of this Agreement shall not exceed FIVE HUNDRED DOLLARS ($500.00) without prior notification and the written consent of the COMMISSION.

III. This Agreement shall be subject to cancellation or termination by either party upon thirty (30) days' written notice to other. In the event of such cancellation or termination, the COMMISSION shall be liable only for payment for such services rendered, allowable expenses incurred, or both, prior to the effective day of the cancellation or termination, and in reciprocal effect CONSULTANT shall reimburse COMMISSION for paid expenses or fess in excess of specific services rendered, allowable expenses incurred, or both, prior to the effective day of the cancellation or termination.

IV. Notwithstanding any of the provisions of this Agreement, it is agreed that COMMISSION has no financial interest in the business of CONSULTANT and shall not be liable for any debts or obligations incurred by CONSULTANT, nor shall COMMISSION be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of CONSULTANT, or in the sums earned or derived by CONSULTANT, nor shall CONSULTANT at any time or times use the name or credit of COMMISSION in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

V. CONSULTANT shall serve at the exclusive pleasure of the COMMISSION.

VI. The effective date of this AGREEMENT shall be when the Chairman of the COMMISSION places his signature thereon.

VII. CONSULTANT shall perform all of his professional services under this Agreement as an independent contractor and not as an employee of the COMMISSION

VIII. CONSULTANT acknowledges that its identity and peculiar capacity to provide the

services described hereinabove constitute a material consideration for COMMISSION having entered into this Agreement. Therefore, CONSULTANT shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of COMMISSION.

IX. CONSULTANT hereby agrees to comply strictly with all ordinances of the County of Baldwin, Alabama, the laws of the State of Alabama and laws of the United States while performing its obligations under the terms of this Agreement.

X. CONSULTANT agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

XI. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon by the parties. This Agreement shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

XII. This Agreement comprises the entire agreement concerning the provision of services and fees and no modifications of this Agreement or waiver of the terms and conditions hereof shall be binding unless approved in writing by CONSULTANT and COMMISSION.

XIII. CONSULTANT's services do not constitute legal, engineering or architectural services. Assessments of information provided by others are limited to the accuracies originally presented or published. No guarantee is made regarding the accuracies of information prepared, presented or published by others and obtained through open sources.

XIV. With written consent of the COMMISSION regarding specific materials, images, and statements, the CONSULTANT shall have the right to include representation of the Project, including photographs, among his promotional and professional materials. The CONSULTANT's material shall not include material considered by the COMMISSION to be confidential or proprietary.

STATE OF ALABAMA
COUNTY OF BALDWIN

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 2nd day of December, 2020, with full authority to do so.

BALDWIN COUNTY COMMISSION

By: _____
~~**BILLIE JO UNDERWOOD,**~~
As Its Chairman Joe Davis, III

ATTEST:

_____
WAYNE DYESS,
As Its County Administrator

DSD SERVICES ~~GROUP, LLC~~

By: _____
DANIEL S. DEALY, Principal Manager

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA
COUNTY OF BALDWIN

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, ~~BILLIE JO UNDERWOOD~~ 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, a political subdivision of the State of Alabama, are signed to the foregoing Professional Services Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Professional Services Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission on the day the same bears date.

Given under my hand and seal this the of December 2, 2020

Notary Public State of Alabama at Large

NOTARY PUBLIC
My Commission Expires: My Commission Expires: May 5, 2024

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, DANIEL S. DEALY, whose name as Principal Manager of DSD Services Group, LLC, is signed to the foregoing Professional Services Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Professional Services Agreement, he, executed the same voluntarily on the day the same bears date on behalf of said limited liability company.

Given under my hand and seal this the of November 23, 2020

NOTARY PUBLIC
My Commission Expires: 6-12-2024

KELLY L. BRYANT
Notary Public
Alabama State at Large

Baldwin County Commission

Agenda Action Form

File #: 21-0385, **Version:** 1 **Item #:** BA6

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Kristen Rawson, Assistant Administrative Services Manager

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ITEM TITLE
Federal Prisoners Housing Per Diem Sharing Agreement between the Baldwin County Sheriff and the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) **RESCIND** action taken by the Baldwin County Commission on January 5, 2021, (more specifically, Agenda Item BA1) which approved as follows:

"Approve an Amendment to the Agreement between the Baldwin County Commission and the Baldwin County Sheriff wherein, the Sheriff of Baldwin County and the Baldwin County Commission mutually agree to the sharing of $62.00 per diem per Federal prisoner as provided in the contract from the U.S. Marshals Service in the following manner:

1) $24.80 per day per Federal prisoner to the Baldwin County Commission
2) $37.20 per day per Federal prisoner to the Sheriff

The Detention Services Intergovernmental Agreement (IGA) #03-99-0149 between the U.S. Department of Justice United States Marshals Service Prisoner Operations Division and the Baldwin County Correctional Center became effective November 1, 2020, and remains in effect until rates change or either party requests renegotiation."

2) **APPROVE** an Amendment to the Agreement between the Baldwin County Commission and the Baldwin County Sheriff wherein, the Sheriff of Baldwin County and the Baldwin County Commission mutually agree to the sharing of $62.00 per diem per Federal prisoner as provided in the contract from the U.S. Marshals Service in the following manner:

1) $24.80 per day per Federal prisoner to the Sheriff (40%)
2) $37.20 per day per Federal prisoner to the Baldwin County Commission (60%)

The Detention Services Intergovernmental Agreement (IGA) #03-99-0149 between the U.S.

Department of Justice United States Marshals Service Prisoner Operations Division and the Baldwin County Correctional Center became effective November 1, 2020, and remains in effect until rates change or either party requests renegotiation.

BACKGROUND INFORMATION

Previous Commission action/date:
January 5, 2021 - The Baldwin County Commission approved an Amendment to the Agreement between the Baldwin County Commission and the Baldwin County Sheriff wherein, the Sheriff of Baldwin County and the Baldwin County Commission mutually agree to the sharing of $62.00 per diem per Federal prisoner as provided in the contract from the U.S. Marshals Service as follows: $24.80 per day per Federal prisoner to the Baldwin County Commission (40%); and, $37.20 per day per Federal prisoner to the Sheriff (60%).

At this time, staff brings this item back to **rescind** the action taken on January 5, 2021, due to the Staff Recommendation incorrectly listing the monetary allocations. The action before the Commission on January 19, 2021, will correct the percentages.

Background: The Baldwin County Sheriff's Office has had a long-standing agreement with the Baldwin County Commission for the sharing of the Federal Prisoners Housing Per Diem funds that the Baldwin County Sheriff's Office receives from Federal agencies who house inmates in the Corrections Center.

FINANCIAL IMPACT

Total cost of recommendation: Incoming Revenue

Budget line item(s) to be used: 1.45820 Housing Federal Prisoners

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 to obtain signatures and upload fully executed amended agreement to BCAP.

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

Email copy of signed agreement to:

Connie Dudgeon
Sheriff Huey Hoss Mack
Chief Deputy Anthony Lowery
Tammy Rider

Additional instructions/notes: N/A

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE BALDWIN COUNTY SHERIFF FOR THE FEDERAL PRISONERS HOUSING PER DIEM RATE SHARING

The Sheriff of Baldwin County and the Baldwin County Commission hereby mutually agree to the sharing of the $62.00 per day, per diem, per federal prisoner as provided in the contract form the U.S. Marshals Service in the following manner:

1) $24.80 per day per Federal Prisoner to the Sheriff of Baldwin County (40%)
2) $37.20 per day per Federal prisoner to the Baldwin County Commission (60%)

This agreement became effective November 1, 2020, and remains in effect until rates change or either party requests renegotiation.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have affixed their hands and seals this date, as follows:

Huey Boss Mack / 1/11/21

HUEY "HOSS" MACK, Sheriff / Date
Baldwin County Sheriff's Office

_____ /

JOE DAVIS, III, Chairman / Date
Baldwin County Commission

BALDWIN COUNTY COMMISSION APPROVAL DATE: | January 19, 2021

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

Baldwin County Commission

Agenda Action Form

File #: 21-0410, **Version:** 1 **Item #:** BA7

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Sherry-Lea Bloodworth Botop, PIO/Community Engagement Manager

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ITEM TITLE
Fund Allocation Application to the U.S. Department of the Treasury for Emergency Rental Assistance

STAFF RECOMMENDATION
Confirm, ratify and approve the attached Agreement for Emergency Rental Assistance between the U.S. Department of the Treasury and the Baldwin County Commission, which was executed by the County Administrator on January 12, 2021, related to funds allocated for rental assistance for Baldwin County citizens, and make the Agreement a part of the January 19, 2021, Baldwin County Commission Regular Meeting minutes.

The funds under this Agreement (award) shall remain available only through December 31, 2021, unless the recipient requests and receives an extension from the Treasury for an extension up to ninety (90) days,

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Wayne Dyess, County Administrator, signed the forms per the guidelines from the U.S. Department of the Treasury as the local government chief executive officer and the documents were submitted electronically to the U.S. Department of the Treasury on January 12, 2021, by staff. This agreement was executed and submitted prior to Commission approval due to time constraints and submission deadline of January 12, 2021.

Per the U.S. Treasury documents shared by NACO COVID-19 Federal Emergency Rental Assistance Program (naco.org) <https://www.naco.org/resources/featured/covid-19-federal-emergency-rental-assistance-program> shows an allocation for Baldwin County estimated at $6,686,940.00. The funds under this Agreement (award) shall remain available only through December 31, 2021, unless the recipient requests and receives an extension from the Treasury for an extension up to ninety (90) days.
Derek Boulware, CEO of Housing First, will attend the work session on January 19, 2021, to discuss the administration of this funding. If the Commission determines that Housing First should administer

this funding on behalf of the Baldwin County Commission, an agreement will be brought to the Commission for approval.

FINANCIAL IMPACT

Total cost of recommendation: Needs to be discussed

Budget line item(s) to be used: Needs to be discussed

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: Wayne Dyess, Cian Harrison, Sherry-Lea Bloodworth Botop

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration - tickler file, awaiting formal approval documentation. Save Agreement to Contract files, upload redacted agreement to BCAP.

Additional instructions/notes: N/A

OMB Approved No.: 1505-0266

Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, AL 36507-0000	DUNS Number: [redacted] Taxpayer Identification Number: [redacted]

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Authorized Representative Name:

Title: County Administrator

Date signed: 1/12/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").

2. Repayment and reallocation of funds.

    a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.

    b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.

3. Availability of funds.

    a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.

    b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.

    c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.

4. Administrative costs.

    a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.

    b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.

5. Reporting.

    a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

    b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

    c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

    d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:

        i. A member of Congress or a representative of a committee of Congress;

        ii. An Inspector General;

        iii. The Government Accountability Office;

        iv. A Treasury employee responsible for contract or grant oversight or management;

        v. An authorized official of the Department of Justice or other law enforcement agency;

        vi. A court or grand jury; and/or

        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Baldwin County Commission

Agenda Action Form

File #: 21-0177, **Version:** 1 **Item #:** BA8

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Considerations Related to Employment Contracts - Baldwin County Legislative Delegation Constituent Services Director and Legislative Assistants

STAFF RECOMMENDATION
As Requested by the Baldwin County Legislative Delegation, take the following actions:

1) Authorize and approve the Employment Contract between the Baldwin County Commission, the Baldwin County Legislative Delegation and Cliff McCollum, applicable to the position of Legislative Delegation Constituent Services Director, subject to the terms set forth in the Employment Contract. This contract will commence on February 2, 2021, and expire on February 2, 2022; and

2) Authorize and approve the Employment Contract between the Baldwin County Commission, the Baldwin County Legislative Delegation and Jennifer Hutto, applicable to the position of Legislative Assistant, subject to the terms set forth in the Employment Contract. This contract will commence on February 2, 2021, and expire on February 2, 2022; and

3) Authorize and approve the Employment Contract between the Baldwin County Commission, the Baldwin County Legislative Delegation and Brynn Amey, applicable to the position of Legislative Assistant, subject to the terms set forth in the Employment Contract. This contract will commence on February 2, 2021, and expire on February 2, 2022.

These contracts shall supersede and make null and void any previous employment contracts between the Baldwin County Commission, the Baldwin County Legislative Delegation and Cliff McCollum, Jennifer Hutto and Brynn Amey.

BACKGROUND INFORMATION

Previous Commission action/date:
02/04/2020 - Cliff McCollum First Amendment to Employment Contract
08/27/2019 - Jennifer Hutto First Amendment to Employment Contract
01/21/2020 - Brynn Amey Contract approval

Background: The Baldwin County Legislative Delegation is requesting that the Commission approve the Employment Contracts for Cliff McCollum, Jennifer Hutto and Brynn Amey. The current Employment Contracts for each will expire on February 2, 2021.

GENERAL BACKGROUND:

Applicable Baldwin County local laws authorize, among other things, the Baldwin County Legislative Delegation to select personnel who serve at the pleasure of said Delegation; further, that the personnel may be considered County employees for the purpose of being eligible for benefits; further, that the personnel may contract for employment with either the Baldwin County Commission or Baldwin County Legislative Delegation; further, that the personnel are only paid said compensation and benefits from the Baldwin County Legislative Delegation Office Special Fund.

The purpose of the tri-party employment contract is simple as the Baldwin County Legislative Delegation sets the compensation and certain benefits and evaluates the employee, the Baldwin County Commission administers a personnel system where by the Legislative Delegation employee is considered a county employee (without merit classified protections), and the Baldwin County Commission maintains the special fund whereby the Legislative Delegation employee is compensated and benefits costs are derived.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51904.5113

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Standard agreement.

Reviewed/approved by: N/A

Additional comments: This position is not a Baldwin County Commission employee. Only a Baldwin County Legislative Delegation employee.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed): Kristen Rawson/Commission Administration Staff-Send correspondence to Legislative Delegation Director and Legislative Assistants.

Keri Green - Mark prior employment contracts for above persons inactive in BCAP on February 2, 2021 (date of current contract termination).

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the "Employment Contract") is made by and between the Baldwin County Legislative Delegation, composed of the members of the Alabama House of Representatives and Alabama State Senate who represent Baldwin County, Alabama, in the Legislature of Alabama (hereafter the "Baldwin County Legislative Delegation"), and **Cliff McCollum** (hereafter the "Contract Employee"), wherein the Baldwin County Legislative Delegation agrees to provide, the Contract Employee agrees to accept, employment in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

FURTHERMORE, THIS EMPLOYMENT CONTRACT has been approved by the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission").

WITNESSETH:

WHEREAS, personnel for the Baldwin County Legislative Delegation are governed in accordance with Section 45-2-190 of the Code of Alabama (1975) which provides as follows:

> There is hereby established the Baldwin County Legislative Office. The County Commission of Baldwin County shall provide office space, office furniture, office equipment, telephone service, and accommodation for the members of the legislative delegation from the county. The personnel for the legislative delegation office shall be selected by the members of the legislative delegation. The personnel may or may not be considered county employees for the purposes of being eligible to participate in and be eligible for benefits available to county employees. The county commission or members of the legislative delegation may contract for services or employment with such personnel. The personnel shall serve at the pleasure of the legislative delegation. The amount of compensation for each of the assistants shall be fixed by the members of the legislative delegation and such compensation and benefits shall be paid by the county from the special fund established in Section 45-2-220.05.

WHEREAS, as provided at Section 45-2-190 of the Code of Alabama (1975), the amount of compensation for each of the assistants (i.e. personnel) shall be fixed by the members of the Baldwin County Legislative Delegation, and such compensation and benefits shall be paid by the Baldwin County Commission from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), which Section Sec. 45-2-244.183 of the Code of Alabama (1975) provides as follows:

(1) The privilege license tax levied hereunder, except where otherwise provided, shall be due and payable in monthly installments on or before the twentieth day of the month next succeeding the month in which the privilege license tax accrues. On or before such twentieth day, every person on whom the amounts levied hereunder are imposed shall render to the county, on a form or forms prescribed by the county commission or State Department of Revenue, a true and correct statement showing the gross proceeds of his or her business for the next preceding month, the amount of gross proceeds which are not subject to the privilege license tax, or are not to be used as a measurement of the amounts due by such person and the nature thereof, together with such other information as the county commission may require, and at the time of making such monthly report such person shall compute the privilege license taxes due and shall pay the Baldwin County Commission the amounts shown to be due. All taxes of the county shall be deposited into the general fund of the county treasury to be distributed as required by Section 45-2-244.183.

(2) Seventy-five percent shall be distributed to the county general fund to be expended, as approved by the Baldwin County Commission, for general purposes; however, and per fiscal year from the foregoing distribution, the Baldwin County Commission shall appropriate two hundred thousand dollars ($200,000) into a separate county fund to be used for the operation of the Baldwin County Legislative Office, established by Section 45-2-190, including, but not limited to, office equipment, communication equipment, salary supplements for personnel of the legislative delegation office, training, and official public travel for House and Senate members of the Baldwin County Legislative Delegation and personnel of the legislative delegation office and other expenses deemed appropriate only by written direction provided the Baldwin County Commission by the House and Senate members of the Baldwin County Legislative Delegation.

(3) The remaining balance in the fund at the end of the county fiscal year shall revert to the Baldwin County Legislative Delegation Office established by Section 45-2-190, to be expended as provided in subdivision (1) in addition to any other sums provided.

(4) Privilege or license taxes collected and expended under authority of this subpart shall be audited by the Examiners of Public Accounts.

WHEREAS, in accordance with Section 45-2-190 of the Code of Alabama (1975), the Baldwin County Legislative Delegation has selected to employ the Contract Employee as Legislative Assistant; and

WHEREAS, the Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Baldwin County Legislative Delegation has requested that the Contract Employee be treated by the Baldwin County Commission as a County employee for the purpose only of receiving certain benefits provided to County employees.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Legislative Delegation, the Contract Employee and the Baldwin County Commission agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Legislative Delegation in accordance with the applicable state law.

Without Cause: At the sole discretion of the Baldwin County Legislative Delegation and without the need for a reason.

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by Baldwin County, Alabama, only from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) to the dismissed Contract Employee in accordance with the terms of this Employment Contract.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Legislative Delegation selects the Contract Employee, and the Contract Employee hereby accepts employment with the Baldwin County Legislative Delegation as **Legislative Delegation Constituent Services Director**, which shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Contract Employee is employed solely at the pleasure of the Baldwin County Legislative Delegation and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Legislative Delegation pursuant to this Employment Contract.

The Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Legislative Delegation.

Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be February 2, 2021. This Employment Contract shall continue in full force and effect through and including February 2, 2022.

Article V.

SCOPE OF SERVICES/DUTIES

The Contract Employee is employed as **Legislative Delegation Constituent Services Director**. The Contract Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description (see **Exhibit "A"**) of said position and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Legislative Delegation. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Legislative Delegation shall have the right to request the Baldwin County Commission to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Contract Employee.

As stated above, the Contract Employee shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Baldwin County Legislative Delegation, or its designee, shall have supervisory control over the Contract Employee, and the duties of the Contract Employee may be changed from time to time in the sole discretion of the Baldwin County Legislative Delegation. Notwithstanding any such change, the employment of the Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Legislative Delegation without interruption during the term of this Employment Contract. The Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Legislative Delegation.

Article VI.

STANDARD OF PERFORMANCE

The Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Contract Employees is engaged. All services and products of whatsoever nature, which the Contract Employee delivers to the Baldwin County Legislative Delegation pursuant to

this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Contract Employee's profession.

Article VII.

COMPENSATION

The Contract Employee shall be paid for his/her performance under the Employment Contract based upon an annual rate of salary of **Fifty-Five Thousand Dollars ($55,000.00)**. Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama.

In considering any compensation increases or decreases, the Baldwin County Legislative Delegation may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance of the Contract Employee, the resources of the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Baldwin County Legislative Delegation.

Article VIII.

BENEFITS

In addition to the compensation hereinabove set forth, the Contract Employee shall receive benefits only as follows:

The Contract Employee shall be eligible to participate in any available health insurance coverage, life insurance coverage, or disability insurance coverage provided to County Employees by the Baldwin County Commission, subject to the terms and conditions of such insurance coverage, if any.

The Contract Employee shall enjoy leave accrued on the same terms and conditions as are provided for County employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended in the discretion of the Baldwin County Commission.

Notwithstanding any statements contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Contract Employee any other rights existing under the personnel merit system of Baldwin County, Alabama, including, but not limited to, the Baldwin County Commission Personnel Handbook. The Contract Employee only enjoys benefits as they are granted under the Employment Contract.

The Contract Employee shall be required to contribute to the Retirement System of Alabama as provided for by Section 36-27-1, et seq. Code of Alabama (1975).

The Contract Employee shall not receive longevity pay, cost of living adjustments or other pay increases, unless specifically authorized by the Baldwin County Legislative Delegation.

Nothing in this contract, or in any amendment hereto, shall be construed to state or imply that Contract Employee is an employee of Baldwin County. The Contract Employee is an employee of the Baldwin County Legislative Delegation which supervises the employee and makes all decisions as to the Contract Employee in such areas as, but not limited to, discipline, job duties, and pay.

Article IX.

TERMINATION

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Legislative Delegation, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Legislative Delegation to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

In the event that the Contract Employee is terminated without cause, the Baldwin County Legislative Delegation shall instruct the Baldwin County Commission to pay, from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), to the Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (**$4,583.33**). In the event that the Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Legislative Delegation, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized by the Baldwin County Legislative Delegation. In the event the Baldwin County Legislative Delegation elects to cancel or not renew the Employment Contract at the end of the term, with or without cause, or the term of the Employment Contract expires, the Contract Employee shall not be entitled to severance pay pursuant to this Employment Agreement.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. Any severance pay and/or other payments due for accumulated leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

The Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Contract Employee shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. However, said Contract Employee shall not be

entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

Article X.

CONTRACT EMPLOYEE EVALUATION

The Baldwin County Legislative Delegation, by and through a majority of the members of the Baldwin County Legislative Delegation who reside in Baldwin County, Alabama, shall prepare and review with the Contract Employee an annual written evaluation of performance. Said annual written evaluation, among other considerations, may be used by the Baldwin County Legislative Delegation in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Legislative Delegation's authority to terminate the Contract Employee with or without cause or at will.

The Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and compliance with Alabama's ethics laws as conditions of employment.

Article XI.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Baldwin County Legislative Delegation and/or the Baldwin County Commission is intended to be exclusive of any other remedy or remedies, and the Baldwin County Legislative Delegation and/or Baldwin County Commission retain each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

Article XII.

SEVERABILITY

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

Article XIII.

ASSIGNMENT

The Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Legislative Delegation and the Baldwin County Commission, and any attempt to so

assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Contract Employee and this Employment Contract.

Article XIV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Legislative Delegation and/or Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Employment Contract to the Baldwin County Legislative Delegation and/or the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Legislative Delegation and/or the Baldwin County Commission.

Article XV.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties, or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. In addition, this Employment Contract supersedes and replaces all previous employment contracts or agreements between the parties. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVI.

COMPLIANCE WITH THE LAW

The Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County

of Baldwin or, if in a federal court, the United States District Court for the Southern District of Alabama, Southern Division.

Article XVIII.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Contract Employee hereby warrants that the Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Contract Employee is obligated.

Article XIX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XX.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXI.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Employment Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against a drafting party shall not be employed in this interpretation of this Employment Contract or any amendments hereto.

Article XXII.

AUTHORIZATION OF PAYMENT FROM THE SPECIAL FUND

Pursuant to Section 45-2-220.05 (b) of the Code of Alabama (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the County general fund for the purpose of paying the salary, benefits, and any other expenses incurred by the Baldwin County Commission in the employment of the County Employee pursuant to this Employment Contract. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Employment Contract, which shall be the responsibility and obligation of the Baldwin County Legislative Delegation, and the Baldwin County Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Employment Contract. In the event the Baldwin County Legislative Delegation fails to disburse such funds or otherwise pay all expenses incurred by the Baldwin County Commission pursuant to this Employment Contract, this Employment Contract shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Baldwin County Legislative Delegation shall make all payments to the appropriate parties for salaries, benefits, obligations or other expenses incurred pursuant to this Employment Contract through and including the date of such termination.

Article XXIII.

COUNTERPARTS

This Employment Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same contract. It shall be necessary to account for only one (1) such counterpart in proving this Employment Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
SENATOR CHRIS ELLIOTT **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHRIS ELLIOTT, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. JOE FAUST **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that JOE FAUST, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
SENATOR GREG ALBRITTON Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that GREG ALBRITTON, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. STEPHEN MCMILLAN Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that STEPHEN MCMILLAN, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. HARRY SHIVER **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that HARRY SHIVER, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. MATT SIMPSON **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that MATT SIMPSON, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. ALAN BAKER **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that ALAN BAKER, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

CLIFF MCCOLLUM
(CONTRACT EMPLOYEE)

_____

CLIFF MCCOLLUM **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

EMPLOYMENT CONTRACT APPROVED BY:
BALDWIN COUNTY COMMISSION

By: _____
JOE DAVIS, III **Date**
As Its: Chairman

ATTEST:

By: _____
WAYNE A. DYESS **Date**
As Its: County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman and WAYNE A. DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

EXHIBIT A
to Employment Contract
2021-2022
Cliff McCollum

POSITION DESCRIPTION

Title:	Baldwin Legislative Delegation Constituent Services Director
Department:	Legislative Delegation Constituent Services Office
Note:	Statements included in this description are intended to reflect, in general, the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	Legislative Delegation
Subordinate Staff:	Legislative Assistants
Other Contacts:	Elected Officials, employees of state agencies, employees of the Commission office, County Departmental Directors, employees of municipalities, area business leaders
External Contacts:	General Public, others as assigned
Status:	Salaried/Exempt
Date Approved:	February I, 2011; January 8, 2014

Job Summary

Performs work of unusual difficulty to assist individual legislators with assignments as directed. In the absence of legislators, serves in a liaison capacity at regular meetings, special meetings, emergency meetings, work sessions or division ("team") meetings of the county governing body, city councils, or as assigned.

Predominate duties entail the compilation of research, as directed by respective legislators; retains a strong ability to handle multiple assignments with efficiency and professionalism; responsible for reviewing and analyzing proposed, new or revised state and federal legislation to determine the possible impacts on the county and municipalities; monitors legislation during sessions of the Legislature of Alabama; arranges for and prepares the agenda for local Legislative Delegation meetings; responsible for public notices, and their distribution, as directed by respective legislators; responsible for preparation of various legal advertisements/ newspaper advertisements as assigned; responsible for reviewing documents/ resolutions / instruments as requested by the respective legislators; responsible for maintaining and overseeing departmental budget; responsible for writing speeches for legislators to present before various groups; responsible for other duties as directed by respective legislators.

Job Domains

A. Research

J, Provides research in a myriad of topics/ issues for Legislative Delegation
2, Reviews documents/ resolutions / instruments as requested by respective legislators,

B, Legislative

1, Reviews and analyzes proposed, new or revised state and federal legislation to determine the possible impacts on the county and municipalities.
2, Researches and prepares bills to be introduced in the Legislature of Alabama by respective legislators upon request.
3, Assists constituents with legislative research.
4, Monitors legislation during sessions of the Legislature of Alabama.

C. Constituent Services

I, Responsible for research and communication to constituents concerning problems experienced with governmental entities and agencies or as otherwise directed,

C. Other

I, Responsible for the preparation of various legal advertisements/ newspaper advertisements as assigned,
2, Prepares annual budget/ maintains/ oversees budget process throughout fiscal year,
3, Arranges for and prepares the agenda for local Legislative Delegation meetings.
4. Responsible for other duties as directed by the Delegation or respective legislators.

Knowledge and Skills

I. Knowledge of basic accounting and budgeting.
2. Retains strong ability to handle multiple assignments and have a strong affinity to be multitasked.
3, Possesses a strong ability to analytically think and reason.
4. A good working knowledge of general office practices and procedures,
5, Familiar with computers and software.
6. Possesses the skill / ability to communicate effectively with Legislators, office staff and general public,
7, Possesses the skill / ability to read and comprehend printed reports,
8. Knowledge of filing procedures.
9. Knowledge of office machinery operations.
10. Possesses the skill/ ability to establish and maintain effective working relationships with legislators, commissioners, mayors, office staff, coworkers and general public.

11. Knowledge of research procedures and the ability to communicate and document findings and provide reports.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the "Employment Contract") is made by and between the Baldwin County Legislative Delegation, composed of the members of the Alabama House of Representatives and Alabama State Senate who represent Baldwin County, Alabama, in the Legislature of Alabama (hereafter the "Baldwin County Legislative Delegation"), and **Jennifer Hutto** (hereafter the "Contract Employee"), wherein the Baldwin County Legislative Delegation agrees to provide, the Contract Employee agrees to accept, employment in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

FURTHERMORE, THIS EMPLOYMENT CONTRACT has been approved by the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission").

WITNESSETH:

WHEREAS, personnel for the Baldwin County Legislative Delegation are governed in accordance with Section 45-2-190 of the Code of Alabama (1975) which provides as follows:

> There is hereby established the Baldwin County Legislative Office. The County Commission of Baldwin County shall provide office space, office furniture, office equipment, telephone service, and accommodation for the members of the legislative delegation from the county. The personnel for the legislative delegation office shall be selected by the members of the legislative delegation. The personnel may or may not be considered county employees for the purposes of being eligible to participate in and be eligible for benefits available to county employees. The county commission or members of the legislative delegation may contract for services or employment with such personnel. The personnel shall serve at the pleasure of the legislative delegation. The amount of compensation for each of the assistants shall be fixed by the members of the legislative delegation and such compensation and benefits shall be paid by the county from the special fund established in Section 45-2-220.05.

WHEREAS, as provided at Section 45-2-190 of the Code of Alabama (1975), the amount of compensation for each of the assistants (i.e. personnel) shall be fixed by the members of the Baldwin County Legislative Delegation, and such compensation and benefits shall be paid by the Baldwin County Commission from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), which Section Sec. 45-2-244.183 of the Code of Alabama (1975) provides as follows:

(1) The privilege license tax levied hereunder, except where otherwise provided, shall be due and payable in monthly installments on or before the twentieth day of the month next succeeding the month in which the privilege license tax accrues. On or before such twentieth day, every person on whom the amounts levied hereunder are imposed shall render to the county, on a form or forms prescribed by the county commission or State Department of Revenue, a true and correct statement showing the gross proceeds of his or her business for the next preceding month, the amount of gross proceeds which are not subject to the privilege license tax, or are not to be used as a measurement of the amounts due by such person and the nature thereof, together with such other information as the county commission may require, and at the time of making such monthly report such person shall compute the privilege license taxes due and shall pay the Baldwin County Commission the amounts shown to be due. All taxes of the county shall be deposited into the general fund of the county treasury to be distributed as required by Section 45-2-244.183.

(2) Seventy-five percent shall be distributed to the county general fund to be expended, as approved by the Baldwin County Commission, for general purposes; however, and per fiscal year from the foregoing distribution, the Baldwin County Commission shall appropriate two hundred thousand dollars ($200,000) into a separate county fund to be used for the operation of the Baldwin County Legislative Office, established by Section 45-2-190, including, but not limited to, office equipment, communication equipment, salary supplements for personnel of the legislative delegation office, training, and official public travel for House and Senate members of the Baldwin County Legislative Delegation and personnel of the legislative delegation office and other expenses deemed appropriate only by written direction provided the Baldwin County Commission by the House and Senate members of the Baldwin County Legislative Delegation.

(3) The remaining balance in the fund at the end of the county fiscal year shall revert to the Baldwin County Legislative Delegation Office established by Section 45-2-190, to be expended as provided in subdivision (1) in addition to any other sums provided.

(4) Privilege or license taxes collected and expended under authority of this subpart shall be audited by the Examiners of Public Accounts.

WHEREAS, in accordance with Section 45-2-190 of the Code of Alabama (1975), the Baldwin County Legislative Delegation has selected to employ the Contract Employee as Legislative Assistant; and

WHEREAS, the Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Baldwin County Legislative Delegation has requested that the Contract Employee be treated by the Baldwin County Commission as a County employee for the purpose only of receiving certain benefits provided to County employees.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Legislative Delegation, the Contract Employee and the Baldwin County Commission agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Legislative Delegation in accordance with the applicable state law.

Without Cause: At the sole discretion of the Baldwin County Legislative Delegation and without the need for a reason.

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by Baldwin County, Alabama, only from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) to the dismissed Contract Employee in accordance with the terms of this Employment Contract.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Legislative Delegation selects the Contract Employee, and the Contract Employee hereby accepts employment with the Baldwin County Legislative Delegation as **Legislative Assistant**, which shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Contract Employee is employed solely at the pleasure of the Baldwin County Legislative Delegation and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Legislative Delegation pursuant to this Employment Contract.

The Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Legislative Delegation.

Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be February 2, 2021. This Employment Contract shall continue in full force and effect through and including February 2, 2022.

Article V.

SCOPE OF SERVICES/DUTIES

The Contract Employee is employed as **Legislative Assistant**. The Contract Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description (see **Exhibit "A"**) of said position and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Legislative Delegation. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Legislative Delegation shall have the right to request the Baldwin County Commission to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Contract Employee.

As stated above, the Contract Employee shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Baldwin County Legislative Delegation, or its designee, shall have supervisory control over the Contract Employee, and the duties of the Contract Employee may be changed from time to time in the sole discretion of the Baldwin County Legislative Delegation. Notwithstanding any such change, the employment of the Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Legislative Delegation without interruption during the term of this Employment Contract. The Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Legislative Delegation.

Article VI.

STANDARD OF PERFORMANCE

The Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Contract Employees is engaged. All services and products of whatsoever nature, which the Contract Employee delivers to the Baldwin County Legislative Delegation pursuant to

this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Contract Employee's profession.

Article VII.

COMPENSATION

The Contract Employee shall be paid for his/her performance under the Employment Contract based upon an annual rate of salary of **Thirty-Three Thousand and One Hundred Fifty Dollars ($33,150.00).** Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama.

In considering any compensation increases or decreases, the Baldwin County Legislative Delegation may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance of the Contract Employee, the resources of the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Baldwin County Legislative Delegation.

Article VIII.

BENEFITS

In addition to the compensation hereinabove set forth, the Contract Employee shall receive benefits only as follows:

The Contract Employee shall be eligible to participate in any available health insurance coverage, life insurance coverage, or disability insurance coverage provided to County Employees by the Baldwin County Commission, subject to the terms and conditions of such insurance coverage, if any.

The Contract Employee shall enjoy leave accrued on the same terms and conditions as are provided for County employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended in the discretion of the Baldwin County Commission.

Notwithstanding any statements contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Contract Employee any other rights existing under the personnel merit system of Baldwin County, Alabama, including, but not limited to, the Baldwin County Commission Personnel Handbook. The Contract Employee only enjoys benefits as they are granted under the Employment Contract.

The Contract Employee shall be required to contribute to the Retirement System of Alabama as provided for by Section 36-27-1, et seq. Code of Alabama (1975).

The Contract Employee shall not receive longevity pay, cost of living adjustments or other pay increases, unless specifically authorized by the Baldwin County Legislative Delegation.

Nothing in this contract, or in any amendment hereto, shall be construed to state or imply that Contract Employee is an employee of Baldwin County. The Contract Employee is an employee of the Baldwin County Legislative Delegation which supervises the employee and makes all decisions as to the Contract Employee in such areas as, but not limited to, discipline, job duties, and pay.

Article IX.

TERMINATION

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Legislative Delegation, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Legislative Delegation to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

In the event that the Contract Employee is terminated without cause, the Baldwin County Legislative Delegation shall instruct the Baldwin County Commission to pay, from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), to the Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (**$2,762.50**). In the event that the Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Legislative Delegation, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized by the Baldwin County Legislative Delegation. In the event the Baldwin County Legislative Delegation elects to cancel or not renew the Employment Contract at the end of the term, with or without cause, or the term of the Employment Contract expires, the Contract Employee shall not be entitled to severance pay pursuant to this Employment Agreement.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. Any severance pay and/or other payments due for accumulated leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

The Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Contract Employee shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. However, said Contract Employee shall not be

entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

Article X.

CONTRACT EMPLOYEE EVALUATION

The Baldwin County Legislative Delegation, by and through a majority of the members of the Baldwin County Legislative Delegation who reside in Baldwin County, Alabama, shall prepare and review with the Contract Employee an annual written evaluation of performance. Said annual written evaluation, among other considerations, may be used by the Baldwin County Legislative Delegation in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Legislative Delegation's authority to terminate the Contract Employee with or without cause or at will.

The Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and compliance with Alabama's ethics laws as conditions of employment.

Article XI.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Baldwin County Legislative Delegation and/or the Baldwin County Commission is intended to be exclusive of any other remedy or remedies, and the Baldwin County Legislative Delegation and/or Baldwin County Commission retain each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

Article XII.

SEVERABILITY

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

Article XIII.

ASSIGNMENT

The Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Legislative Delegation and the Baldwin County Commission, and any attempt to so

assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Contract Employee and this Employment Contract.

Article XIV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Legislative Delegation and/or Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Employment Contract to the Baldwin County Legislative Delegation and/or the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Legislative Delegation and/or the Baldwin County Commission.

Article XV.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties, or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. In addition, this Employment Contract supersedes and replaces all previous employment contracts or agreements between the parties. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

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COMPLIANCE WITH THE LAW

The Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County

of Baldwin or, if in a federal court, the United States District Court for the Southern District of Alabama, Southern Division.

Article XVIII.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Contract Employee hereby warrants that the Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Contract Employee is obligated.

Article XIX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XX.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXI.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Employment Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against a drafting party shall not be employed in this interpretation of this Employment Contract or any amendments hereto.

Article XXII.

AUTHORIZATION OF PAYMENT FROM THE SPECIAL FUND

Pursuant to Section 45-2-220.05 (b) of the Code of Alabama (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the County general fund for the purpose of paying the salary, benefits, and any other expenses incurred by the Baldwin County Commission in the employment of the County Employee pursuant to this Employment Contract. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Employment Contract, which shall be the responsibility and obligation of the Baldwin County Legislative Delegation, and the Baldwin County Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Employment Contract. In the event the Baldwin County Legislative Delegation fails to disburse such funds or otherwise pay all expenses incurred by the Baldwin County Commission pursuant to this Employment Contract, this Employment Contract shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Baldwin County Legislative Delegation shall make all payments to the appropriate parties for salaries, benefits, obligations or other expenses incurred pursuant to this Employment Contract through and including the date of such termination.

Article XXIII.

COUNTERPARTS

This Employment Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same contract. It shall be necessary to account for only one (1) such counterpart in proving this Employment Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
SENATOR CHRIS ELLIOTT **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHRIS ELLIOTT, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. MATT SIMPSON **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that MATT SIMPSON, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

JENNIFER HUTTO
(CONTRACT EMPLOYEE)

_____

JENNIFER HUTTO **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

EMPLOYMENT CONTRACT APPROVED BY:
BALDWIN COUNTY COMMISSION

By: _____
JOE DAVIS, III **Date**
As Its: Chairman

ATTEST:

By: _____
WAYNE A. DYESS **Date**
As Its: County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman and WAYNE A. DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

EXHIBIT A
to Employment Contract
2021-2022
Jennifer Hutto

POSITION DESCRIPTION

Title:	Legislative Delegation Office Assistant
Department:	Legislative Constituents Services Office
Job Analysis:	November 2017

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Legislative Constituents Services Office Director
Subordinate Staff:	None
Internal Contacts:	State Senators and Representatives who represent Baldwin County.
External Contacts:	General public, various Governmental Officials, County employees and service/repair representatives.
Status:	Non-Exempt

Job Summary

Responsible for filing, scanning, copying, telephone, typing, correlation of information packages. Gathering information for constituents, legislators or government officials. Assists in the various Legislative Constituents Delegation Service Offices as necessary.

Job Domains

1. Performs clerical duties.
2. Types correspondence for legislators and director.
3. Creates correspondence when requested by legislators or director
4. Answers incoming telephone calls, take and relays messages
5. Assist general public locate proper department if call is in error.
6. Greets visitors to the office and makes them comfortable if they must wait.
7. Takes over mail duties in absence of director.
8. Maintains adequate and current filing system.
9. Assists with meeting preparation.
10. Prepares and delivers legislation for advertising.
11. Copies and forwards documentation as required.

For Approval Baldwin County Commission Meeting 11/21/2017

12. Utilizes a computer and printer to enter, store, and retrieve data, assist with composition of routine correspondence, and disseminate information to others.
13. Proofreads documentation to ensure typing accuracy, correct grammar, spelling and punctuation.
14. Maintains sufficient office supply inventory.
15. Other tasks as assigned.

Knowledge, Skills and Abilities

1. A good working knowledge of English grammar, composition, and spelling.
2. The ability to type a minimum of fifty (50) words per minute within acceptable standard of quality and accuracy.
3. A good working knowledge of general office practices and procedures.
4. Skills to communicate effectively with office staff.
5. Skills to read and understand printed reports.
6. *Basic knowledge of Legislative process.
7. Knowledge of filing procedures.
8. Knowledge of office operations.
9. Ability to establish and maintain effective working relationships with legislators, other elected officials, municipal and county staff and the general public.
10. Skills with fax machine, copier, scanner, computer and various software.

Other Characteristics

1. Willing to work overtime when necessary.
2. Ability to work under stress of recurring deadlines.

Minimum Requirements

1. Two (2) years of secretarial or administrative experience in secretarial related field.
2. High school or equivalent required.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the "Employment Contract") is made by and between the Baldwin County Legislative Delegation, composed of the members of the Alabama House of Representatives and Alabama State Senate who represent Baldwin County, Alabama, in the Legislature of Alabama (hereafter the "Baldwin County Legislative Delegation"), and **Brynn Amey** (hereafter the "Contract Employee"), wherein the Baldwin County Legislative Delegation agrees to provide, the Contract Employee agrees to accept, employment in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

FURTHERMORE, THIS EMPLOYMENT CONTRACT has been approved by the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission").

WITNESSETH:

WHEREAS, personnel for the Baldwin County Legislative Delegation are governed in accordance with Section 45-2-190 of the Code of Alabama (1975) which provides as follows:

> There is hereby established the Baldwin County Legislative Office. The County Commission of Baldwin County shall provide office space, office furniture, office equipment, telephone service, and accommodation for the members of the legislative delegation from the county. The personnel for the legislative delegation office shall be selected by the members of the legislative delegation. The personnel may or may not be considered county employees for the purposes of being eligible to participate in and be eligible for benefits available to county employees. The county commission or members of the legislative delegation may contract for services or employment with such personnel. The personnel shall serve at the pleasure of the legislative delegation. The amount of compensation for each of the assistants shall be fixed by the members of the legislative delegation and such compensation and benefits shall be paid by the county from the special fund established in Section 45-2-220.05.

WHEREAS, as provided at Section 45-2-190 of the Code of Alabama (1975), the amount of compensation for each of the assistants (i.e. personnel) shall be fixed by the members of the Baldwin County Legislative Delegation, and such compensation and benefits shall be paid by the Baldwin County Commission from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), which Section Sec. 45-2-244.183 of the Code of Alabama (1975) provides as follows:

(1) The privilege license tax levied hereunder, except where otherwise provided, shall be due and payable in monthly installments on or before the twentieth day of the month next succeeding the month in which the privilege license tax accrues. On or before such twentieth day, every person on whom the amounts levied hereunder are imposed shall render to the county, on a form or forms prescribed by the county commission or State Department of Revenue, a true and correct statement showing the gross proceeds of his or her business for the next preceding month, the amount of gross proceeds which are not subject to the privilege license tax, or are not to be used as a measurement of the amounts due by such person and the nature thereof, together with such other information as the county commission may require, and at the time of making such monthly report such person shall compute the privilege license taxes due and shall pay the Baldwin County Commission the amounts shown to be due. All taxes of the county shall be deposited into the general fund of the county treasury to be distributed as required by Section 45-2-244.183.

(2) Seventy-five percent shall be distributed to the county general fund to be expended, as approved by the Baldwin County Commission, for general purposes; however, and per fiscal year from the foregoing distribution, the Baldwin County Commission shall appropriate two hundred thousand dollars ($200,000) into a separate county fund to be used for the operation of the Baldwin County Legislative Office, established by Section 45-2-190, including, but not limited to, office equipment, communication equipment, salary supplements for personnel of the legislative delegation office, training, and official public travel for House and Senate members of the Baldwin County Legislative Delegation and personnel of the legislative delegation office and other expenses deemed appropriate only by written direction provided the Baldwin County Commission by the House and Senate members of the Baldwin County Legislative Delegation.

(3) The remaining balance in the fund at the end of the county fiscal year shall revert to the Baldwin County Legislative Delegation Office established by Section 45-2-190, to be expended as provided in subdivision (1) in addition to any other sums provided.

(4) Privilege or license taxes collected and expended under authority of this subpart shall be audited by the Examiners of Public Accounts.

WHEREAS, in accordance with Section 45-2-190 of the Code of Alabama (1975), the Baldwin County Legislative Delegation has selected to employ the Contract Employee as Legislative Assistant; and

WHEREAS, the Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Baldwin County Legislative Delegation has requested that the Contract Employee be treated by the Baldwin County Commission as a County employee for the purpose only of receiving certain benefits provided to County employees.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Legislative Delegation, the Contract Employee and the Baldwin County Commission agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Legislative Delegation in accordance with the applicable state law.

Without Cause: At the sole discretion of the Baldwin County Legislative Delegation and without the need for a reason.

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by Baldwin County, Alabama, only from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) to the dismissed Contract Employee in accordance with the terms of this Employment Contract.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Legislative Delegation selects the Contract Employee, and the Contract Employee hereby accepts employment with the Baldwin County Legislative Delegation as **Legislative Assistant**, which shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Contract Employee is employed solely at the pleasure of the Baldwin County Legislative Delegation and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Legislative Delegation pursuant to this Employment Contract.

The Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Legislative Delegation.

Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be February 2, 2021. This Employment Contract shall continue in full force and effect through and including February 2, 2022.

Article V.

SCOPE OF SERVICES/DUTIES

The Contract Employee is employed as **Legislative Assistant**. The Contract Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description (see **Exhibit "A"**) of said position and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Legislative Delegation. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Legislative Delegation shall have the right to request the Baldwin County Commission to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Contract Employee.

As stated above, the Contract Employee shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Baldwin County Legislative Delegation, or its designee, shall have supervisory control over the Contract Employee, and the duties of the Contract Employee may be changed from time to time in the sole discretion of the Baldwin County Legislative Delegation. Notwithstanding any such change, the employment of the Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Legislative Delegation without interruption during the term of this Employment Contract. The Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Legislative Delegation.

Article VI.

STANDARD OF PERFORMANCE

The Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Contract Employees is engaged. All services and products of whatsoever nature, which the Contract Employee delivers to the Baldwin County Legislative Delegation pursuant to

this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Contract Employee's profession.

Article VII.

COMPENSATION

The Contract Employee shall be paid for his/her performance under the Employment Contract based upon an annual rate of salary of **Thirty Thousand Dollars ($30,000.00)**. Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama.

In considering any compensation increases or decreases, the Baldwin County Legislative Delegation may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance of the Contract Employee, the resources of the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Baldwin County Legislative Delegation.

Article VIII.

BENEFITS

In addition to the compensation hereinabove set forth, the Contract Employee shall receive benefits only as follows:

The Contract Employee shall be eligible to participate in any available health insurance coverage, life insurance coverage, or disability insurance coverage provided to County Employees by the Baldwin County Commission, subject to the terms and conditions of such insurance coverage, if any.

The Contract Employee shall enjoy leave accrued on the same terms and conditions as are provided for County employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended in the discretion of the Baldwin County Commission.

Notwithstanding any statements contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Contract Employee any other rights existing under the personnel merit system of Baldwin County, Alabama, including, but not limited to, the Baldwin County Commission Personnel Handbook. The Contract Employee only enjoys benefits as they are granted under the Employment Contract.

The Contract Employee shall be required to contribute to the Retirement System of Alabama as provided for by Section 36-27-1, et seq. Code of Alabama (1975).

The Contract Employee shall not receive longevity pay, cost of living adjustments or other pay increases, unless specifically authorized by the Baldwin County Legislative Delegation.

Nothing in this contract, or in any amendment hereto, shall be construed to state or imply that Contract Employee is an employee of Baldwin County. The Contract Employee is an employee of the Baldwin County Legislative Delegation which supervises the employee and makes all decisions as to the Contract Employee in such areas as, but not limited to, discipline, job duties, and pay.

Article IX.

TERMINATION

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Legislative Delegation, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Legislative Delegation to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

In the event that the Contract Employee is terminated without cause, the Baldwin County Legislative Delegation shall instruct the Baldwin County Commission to pay, from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), to the Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. **($2,500.00)**. In the event that the Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Legislative Delegation, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized by the Baldwin County Legislative Delegation. In the event the Baldwin County Legislative Delegation elects to cancel or not renew the Employment Contract at the end of the term, with or without cause, or the term of the Employment Contract expires, the Contract Employee shall not be entitled to severance pay pursuant to this Employment Agreement.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. Any severance pay and/or other payments due for accumulated leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

The Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Contract Employee shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. However, said Contract Employee shall not be

entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

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CONTRACT EMPLOYEE EVALUATION

The Baldwin County Legislative Delegation, by and through a majority of the members of the Baldwin County Legislative Delegation who reside in Baldwin County, Alabama, shall prepare and review with the Contract Employee an annual written evaluation of performance. Said annual written evaluation, among other considerations, may be used by the Baldwin County Legislative Delegation in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Legislative Delegation's authority to terminate the Contract Employee with or without cause or at will.

The Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and compliance with Alabama's ethics laws as conditions of employment.

Article XI.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Baldwin County Legislative Delegation and/or the Baldwin County Commission is intended to be exclusive of any other remedy or remedies, and the Baldwin County Legislative Delegation and/or Baldwin County Commission retain each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

Article XII.

SEVERABILITY

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

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ASSIGNMENT

The Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Legislative Delegation and the Baldwin County Commission, and any attempt to so

assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Contract Employee and this Employment Contract.

Article XIV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Legislative Delegation and/or Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Employment Contract to the Baldwin County Legislative Delegation and/or the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Legislative Delegation and/or the Baldwin County Commission.

Article XV.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties, or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. In addition, this Employment Contract supersedes and replaces all previous employment contracts or agreements between the parties. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

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ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County

of Baldwin or, if in a federal court, the United States District Court for the Southern District of Alabama, Southern Division.

Article XVIII.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Contract Employee hereby warrants that the Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Contract Employee is obligated.

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NOTICES

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CAPTIONS

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RULE OF CONSTRUCTION

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Article XXII.

AUTHORIZATION OF PAYMENT FROM THE SPECIAL FUND

Pursuant to Section 45-2-220.05 (b) of the Code of Alabama (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the County general fund for the purpose of paying the salary, benefits, and any other expenses incurred by the Baldwin County Commission in the employment of the County Employee pursuant to this Employment Contract. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Employment Contract, which shall be the responsibility and obligation of the Baldwin County Legislative Delegation, and the Baldwin County Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Employment Contract. In the event the Baldwin County Legislative Delegation fails to disburse such funds or otherwise pay all expenses incurred by the Baldwin County Commission pursuant to this Employment Contract, this Employment Contract shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Baldwin County Legislative Delegation shall make all payments to the appropriate parties for salaries, benefits, obligations or other expenses incurred pursuant to this Employment Contract through and including the date of such termination.

Article XXIII.

COUNTERPARTS

This Employment Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same contract. It shall be necessary to account for only one (1) such counterpart in proving this Employment Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
SENATOR CHRIS ELLIOTT **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHRIS ELLIOTT, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. MATT SIMPSON **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that MATT SIMPSON, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BRYNN AMEY
(CONTRACT EMPLOYEE)

_____

BRYNN AMEY **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

EMPLOYMENT CONTRACT APPROVED BY:
BALDWIN COUNTY COMMISSION

By: _____
JOE DAVIS, III **Date**
As Its: Chairman

ATTEST:

By: _____
WAYNE A. DYESS **Date**
As Its: County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman and WAYNE A. DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

EXHIBIT A
to Employment Contract
2021-2022
Brynn Amey

POSITION DESCRIPTION

Title:	Legislative Delegation Office Assistant
Department:	Legislative Constituents Services Office
Job Analysis:	November 2017

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To:	Legislative Constituents Services Office Director
Subordinate Staff:	None
Internal Contacts:	State Senators and Representatives who represent Baldwin County.
External Contacts:	General public, various Governmental Officials, County employees and service/repair representatives.
Status:	Non-Exempt

Job Summary

Responsible for filing, scanning, copying, telephone, typing, correlation of information packages. Gathering information for constituents, legislators or government officials. Assists in the various Legislative Constituents Delegation Service Offices as necessary.

Job Domains

1. Performs clerical duties.
2. Types correspondence for legislators and director.
3. Creates correspondence when requested by legislators or director
4. Answers incoming telephone calls, take and relays messages
5. Assist general public locate proper department if call is in error.
6. Greets visitors to the office and makes them comfortable if they must wait.
7. Takes over mail duties in absence of director.
8. Maintains adequate and current filing system.
9. Assists with meeting preparation.
10. Prepares and delivers legislation for advertising.
11. Copies and forwards documentation as required.

For Approval Baldwin County Commission Meeting 11/21/2017

12. Utilizes a computer and printer to enter, store, and retrieve data, assist with composition of routine correspondence, and disseminate information to others.
13. Proofreads documentation to ensure typing accuracy, correct grammar, spelling and punctuation.
14. Maintains sufficient office supply inventory.
15. Other tasks as assigned.

Knowledge, Skills and Abilities

1. A good working knowledge of English grammar, composition, and spelling.
2. The ability to type a minimum of fifty (50) words per minute within acceptable standard of quality and accuracy.
3. A good working knowledge of general office practices and procedures.
4. Skills to communicate effectively with office staff.
5. Skills to read and understand printed reports.
6. *Basic knowledge of Legislative process.
7. Knowledge of filing procedures.
8. Knowledge of office operations.
9. Ability to establish and maintain effective working relationships with legislators, other elected officials, municipal and county staff and the general public.
10. Skills with fax machine, copier, scanner, computer and various software.

Other Characteristics

1. Willing to work overtime when necessary.
2. Ability to work under stress of recurring deadlines.

Minimum Requirements

1. Two (2) years of secretarial or administrative experience in secretarial related field.
2. High school or equivalent required.

ACT #2019- 338

SB367

201569-6

By Senators Albritton and Elliott (N & P)

RFD: Local Legislation

First Read: 02-MAY-19



SB367

With Notice and Proof

ENROLLED, An Act,

Relating to Baldwin County; to amend Section 45-2-244.183, Code of Alabama 1975, to further provide for the distribution of the privilege license tax on the leasing or renting of tangible personal property; to amend Section 45-2-220.05, Code of Alabama 1975, relating to the distribution of certain additional recording fees; to provide that the portion of the additional recording fee distributed to the county legislative delegation office would be redistributed to the Baldwin County District Attorney's Office; and to provide retroactive effect.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Section 45-2-244.183, Code of Alabama 1975, is amended to read as follows:

"§45-2-244.183.

"(a) The privilege license tax levied hereunder, except where otherwise provided, shall be due and payable in monthly installments on or before the twentieth day of the month next succeeding the month in which the privilege license tax accrues. On or before such twentieth day, every person on

whom the amounts levied hereunder are imposed shall render to the county, on a form or forms prescribed by the county commission or State Department of Revenue, a true and correct statement showing the gross proceeds of his or her business for the next preceding month, the amount of gross proceeds which are not subject to the privilege license tax, or are not to be used as a measurement of the amounts due by such person and the nature thereof, together with such other information as the county commission may require, and at the time of making such monthly report such person shall compute the privilege license taxes due and shall pay the Baldwin County Commission the amounts shown to be due. All taxes of the county shall be deposited into the general fund of the county treasury to be distributed as follows:

"(1) Seventy-five percent shall be distributed to the county general fund to be expended, as approved by the Baldwin County Commission, for general purposes; however, and per fiscal year from the foregoing distribution, the Baldwin County Commission shall appropriate two hundred thousand dollars ($200,000) into a separate county fund to be used for the operation of the Baldwin County Legislative Office, established by Section 45-2-190, including, but not limited to, office equipment, communication equipment, salary supplements for personnel of the legislative delegation office, training, and official public travel for <u>House and</u>

Senate members of the Baldwin County Legislative Delegation and personnel of the legislative delegation office and other expenses deemed appropriate only by written direction provided the Baldwin County Commission by the House and Senate members of the Baldwin County Legislative Delegation. The members and personnel of the office may be eligible for reimbursement where applicable under the same policies, procedures, and conditions as county elected officials as provided in County Commission Policy No. 8.6 and subsequent policies. All of the policies shall be subject to the same audit provisions as provided for the office. Notwithstanding the foregoing, the expenses for official travel by a member of the House of Representatives representing Baldwin County outside of his or her district shall not exceed two thousand dollars ($2,000) per House of Representatives member ~~per~~ during a county fiscal year, shall be subject to a majority vote of the House delegation, and shall be subject to periodic audits by the Examiners of Public Accounts. Expenses for official travel by a member of the Senate representing Baldwin County outside of his or her district shall not exceed seven thousand five hundred dollars ($7,500) per Senator during a county fiscal year and shall be subject to periodic audits by the Examiners of Public Accounts.

"(2) ~~Ten~~ Twelve percent shall be distributed into a separate county fund to be expended~~, as approved by the~~

~~Baldwin County Commission in a resolution spread upon its minutes, for the Historic Blakeley Authority. Of the funds distributed to the Historic Blakeley Authority annually, twenty-five thousand dollars ($25,000) shall be expended by the authority for the preservation, restoration, and interpretation of Fort Mims and of the remaining funds 50 percent shall be expended for capital improvement. Notwithstanding the foregoing earmarking of expenditures for the Historic Blakeley Authority for capital outlay, in any fiscal year that the authority adds to and supplements its lease tax revenue with contributions of capital expansion funds or other equivalent capital contributions of real or personal property from other sources, an amount of funds from this section earmarked for capital outlay equal to 50 percent of the additional contributions for capital outlay or equivalent capital contributions may be expended for operations in lieu of expending for capital outlay. Disbursements shall be made quarterly to the Historic Blakeley Authority.~~ for historic sites in Baldwin County as follows: At least ten percent shall be expended for the Historic Blakeley Authority and up to two percent shall be expended for other historic sites in Baldwin County. The Baldwin County Commission shall produce a report annually for the House and Senate members of the Baldwin County Legislative Delegation detailing the disbursement of these funds.

~~"(3) Fifteen percent shall be distributed into the Baldwin County Community Capital Fund, which is hereby established, to be expended only upon the unanimous direction of the members of the Baldwin County Legislative Delegation and for public purposes, not otherwise provided for by law, that in their judgment are worthy, for the best interest of the county, and promote the economic well-being of the citizens of Baldwin County and may specifically include projects at the Fort Morgan State Historic Site. Any unexpended balance in the fund at the end of the county fiscal year shall remain in the fund and shall not revert to any other state or local fund.~~

"(3) Eight percent shall be distributed to the Baldwin County Economic Development Alliance for the purposes of growing and improving the county's economy.

"(4) The remaining balance in the fund at the end of the county fiscal year shall revert to the Baldwin County Legislative Delegation Office established by Section 45-2-190, to be expended as provided in subdivision (1) in addition to any other sums provided.

"~~(4)~~ (5) Privilege or license taxes collected and expended under authority of this subpart shall be audited by the Examiners of Public Accounts.

"(b) If any person subject hereto should fail to render any report, return, statement, or form required hereby

or should willfully make false statement of facts in the report, return, statement, or form required hereunder, he or she shall upon conviction be punished by a fine of not more than five hundred dollars ($500) for each violation of this section."

Section 2. Section 45-2-220.05, Code of Alabama 1975, is amended to read as follows:

"§45-2-220.05.

"(a) In Baldwin County, there is levied an additional recording fee of three dollars ($3), and the Baldwin County Commission may impose, by resolution of the county commission, an additional recording fee not to exceed two dollars ($2), which shall be charged and collected on each instrument, unless the instrument is otherwise exempt from all fees filed for record in the office of the judge of probate. The office of the judge of probate shall not receive an instrument, unless the instrument is otherwise exempt from the payment of a filing fee, for filing unless the filing fee required by this part is paid. The fees required by this part shall be in addition to all other fees provided by law.

"(b) One dollar ($1) from each three dollar ($3) additional recording fee collected shall be ~~deposited by the county commission in a special fund established in a bank located in Baldwin County to be used for the purpose of establishing, operating, and maintaining the county~~

~~legislative delegation office. Disbursements from the fund shall be made by the county commission only upon direction of a majority of the members of the county legislative delegation who reside in Baldwin County. Any unexpended balance in the fund at the end of the county fiscal year shall remain in the fund and shall not revert to any other state or local fund. Starting with the 2000 fiscal year budget, the county commission may make such appropriations as it deems necessary from time to time from the county general fund to the special fund for the county legislative delegation office~~ distributed to the Baldwin County District Attorney's Office.

"(c) The operation of the act adding this amendatory language shall be retroactive to June 1, 2000, and all action taken and payments made pursuant to the act adding this amendatory language on and after that date are ratified and confirmed.

"~~(c)~~ (d) Fees collected under this part shall be audited by the Examiners of Public Accounts."

Section 3. This act shall be effective October 1, 2019, following its passage and approval by the Governor, or its otherwise becoming law.

President and Presiding Officer of the Senate

Mac McCutcheon

Speaker of the House of Representatives

SB367

Senate 08-MAY-19

I hereby certify that the within Act originated in and passed the Senate, as amended.

Patrick Harris,
Secretary.

House of Representatives

Amended and passed 23-MAY-19

Senate concurred in House amendment 23-MAY-19

Became law without Governor's signature

By: Senator Albritton

APPROVED _____

TIME _____

GOVERNOR

Alabama Secretary Of State
Act Num....: 2019-238
Bill Num....: S-367
Recv'd 05/31/19 11:09AM CW

HOUSE ACTION
(Continued)

HOUSE OF REPRESENTATIVES
R. 3 at length and passed
Yeas 17 Nays 0 Abs 79
Date 2-23-19

JEFF WOODARD, Clerk

SEN. CHRIS ELLIOTT
DISTRICT 32

REP. MATT SIMPSON
DISTRICT 96

REP. T. JOE FAUST
DISTRICT 94

REP. STEPHEN A. MCMILLAN
DISTRICT 95

BALDWIN LEGISLATIVE DELEGATION
CONSTITUENT SERVICES

203 OAK STREET
POST OFFICE BOX 776
BAY MINETTE, ALABAMA 36507
Telephone: (251) 937-0240
Fax: (251) 580-1645
Cliff McCollum, Director

SEN. GREG ALBRITTON
DISTRICT 22

REP. HARRY SHIVER
DISTRICT 64

REP. ALAN BAKER
DISTRICT 66

January 13, 2021

Honorable Joe Davis, Chairman
Baldwin County Commission
1100 Fairhope Avenue
Fairhope, AL 36532

Dear Chairman Davis,

The Baldwin County Legislative Delegation requests the extension of its employee contracts with Clifford McCollum, Jennifer Hutto and Brynn Amey from the date of passage until Feb. 2, 2022.

Sincerely,

Sen. Greg Albritton
Sen. District 22

Rep. Joe Faust
House District 94

Rep. Matt Simpson
House District 96

Rep. Steve McMillan
House District 95

Baldwin County Commission

Agenda Action Form

File #: 21-0365, **Version:** 1 **Item #:** BA9

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Appointed Contract Employees - Building Official - Considerations Related to Employment Contract

STAFF RECOMMENDATION
Related to the Employment Contracts between the Baldwin County Commission and the Appointed Contract Employees, authorize and approve the execution of the First Amendment to Employment Contract between the Baldwin County Commission and Eddie D. Harper applicable to the position of Building Official, which increases the annual compensation to $95,000.00.

This First Amendment will be effective on January 19, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: November 19, 2019, BCC Regular Meeting

Background:

November 19, 2019, BCC Regular Meeting - Related to the Employment Contracts between the Baldwin County Commission and the Appointed Contract Employees, authorize and approve the execution of an Employment Contract between the Baldwin County Commission and Eddie D. Harper applicable to the position of Building Official at an annual compensation of $93,600.00. This contract will be effective on December 2, 2019.

During the January 5, 2021, BCC Special Work Session (Appointed Contract Employees Annual Performance Evaluations), staff was directed to bring forward an agenda item to the January 19, 2021, regular meeting to amend the contract for Mr. Harper to increase his annual salary to $95,000 .00 with an effective date of January 19, 2021.

CONSIDERATIONS BEFORE THE BALDWIN COUNTY COMMISSION:

The "First Amendment to Employment Contract" provides language to amend two (2) Articles of the original Employment Contract: Article VII - Compensation (This Article references the compensation

applicable to the Appointed Contract Employee which is increased from the present compensation.) and Article IX - Termination (This Article references the severance pay applicable to the Appointed Contract Employee which is increased from the present severance.)

Any and all contract provisions may be revised, changed and determined by the Baldwin County Commission exclusively.

FINANCIAL IMPACT

Total cost of recommendation: $95,000.00 annually plus benefits.

Budget line item(s) to be used: 52710 salaries/fringe

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: The contract template has been previously reviewed and approved with other 2019 contract employee contracts.

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:

Ensure full execution of employment contract as soon as approved.

Provide a copy of the fully executed contract to the employee, original to Deidra Hanak, Personnel Director.

Upload contract to BCAP and Contracts Online.

Update Contract Employees List with contract approval dates and relevant info.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

FIRST AMENDMENT
TO
EMPLOYMENT CONTRACT

EDDIE D. HARPER

THIS FIRST AMENDMENT TO EMPLOYMENT CONTRACT (thereafter the "First Amendment") is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (thereafter the "Baldwin County Commission"), and Eddie D. Harper (thereafter the "Appointed Contract Employee"), and hereby amends that original Employment Contract between the Parties dated November 19, 2019 (hereafter the "Employment Contract" which is attached hereto as **Exhibit A**), as set forth below.

WITNESSETH:

WHEREAS, Article XVI of the Employment Contract provides, among other things, that the Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to the Employment Contract and by no other means; and

WHEREAS, the Commission, on January 19, 2021, approved an increase to the Appointed Contract Employee's compensation, with said increase to be effective on the date when the Chairman of the Baldwin County Commission places his signature hereon following execution by the Appointed Contract Employee. Said compensation is all inclusive, and the Appointed Contract Employee shall not be entitled to any other increases except as set by any future addendums or amendments to this Employment Contract; and

WHEREAS, for the purpose of setting out the said approved compensation increase in the Employment Contract, the Parties wish to alter and amend their Agreement as provided for below.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Commission and the Appointed

Contract Employee agree to the alterations, amendments and modifications to the Employment Contract as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this First Amendment to the Employment Contract, as if fully set forth herein.

Article II.

TERMS OF THE ORIGINAL EMPLOYMENT CONTRACT BROUGHT FORTH

Except as expressly altered, amended, or modified by this First Amendment, the terms and provisions contained in the Employment Contract shall remain in full force and effect. To the extent that any provision of the Employment Contract is altered, amended, or modified by this First Amendment, the terms and provisions of this First Amendment shall control.

Article III.

FIRST AMENDMENT TO ARTICLE VII. OF ORIGINAL EMPLOYMENT CONTRACT

Article VII of the original Employment Contract, entitled "Compensation," is hereby superseded and amended to read in its entirety as follows:

Article VII.

COMPENSATION

"The Appointed Contract Employee shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of Ninety-Five Thousand Dollars ($95,000.00). Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other employees of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as full-time employees of Baldwin County in accordance with the Baldwin County Commission Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

The Baldwin County Commission will review the Appointed Contract Employee's compensation set forth herein on an annual basis, and the Baldwin County Commission shall have the right, but not the obligation, to adjust the Appointed Contact Employee's compensation as deemed necessary by the Baldwin County Commission, in its sole discretion. In considering any compensation increases or decreases, the Baldwin County Commission may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance and evaluation of the Appointed Contract Employee, the resources of the Baldwin County Commission and any other information deemed to be necessary as determined solely by the Baldwin County Commission."

Article IV.

FIRST AMENDMENT TO ARTICLE IX. OF ORIGINAL EMPLOYMENT CONTRACT

Article IX of the original Employment Contract, entitled "Termination," is hereby superseded and amended to read in its entirety as follows:

Article IX.

TERMINATION

"It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Appointed Contract Employee at any time, with or without cause, as those terms are herein defined; however, the Appointed Contract Employee shall not be subject to cancellation, termination or non-renewal or in any other manner dismissed or terminated except by a three-fourths vote of the elected members of the Baldwin County Commission.

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. ($7,916.66). In the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

Regardless of whether the Appointed Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any severance pay and any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date."

Article V.

EFFECTIVE DATE OF FIRST AMENDMENT

The effective date of this First Amendment shall be the date when the Chairman of the Baldwin County Commission places his signature hereon following execution by the Appointed Contract Employee.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE <u>BEFORE SIGNING</u>.

BALDWIN COUNTY COMMISSION

By: _____/_____
JOE DAVIS, III Date
Chairman

ATTEST:

_____/_____
WAYNE DYESS Date
County Administrator

EDDIE D. HARPER
(APPOINTED CONTRACT EMPLOYEE)

_____/_____
EDDIE D. HARPER Date

<u>NOTARY PAGE TO FOLLOW</u>

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, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2021.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County, in said State, hereby certify that EDDIE D. HARPER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of_____, 2021.

_____
Notary Public: _____
My Commission Expires: _____

EXHIBIT A
to First Amendment to Employment Contract
(Eddie D. Harper)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the "Contract") is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission"), and EDDIE D. HARPER (hereafter the "Appointed Contract Employee"), wherein the Appointed Contract Employee agrees to provide and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

WITNESSETH:

WHEREAS, pursuant to Section 45-2-120.12 of the Code of Alabama (1975), a certain and limited number of Baldwin County Commission administrative positions are required to be appointed contract employees; and

WHEREAS, Section 45-2-120.12 of the Code of Alabama (1975), provides, in pertinent part, as follows:

> The following shall be appointed contract employees: County administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director and communication and information systems director. Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:
>
> (1) A provision for termination and severance.
>
> (2) A job description for the position.
>
> (3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

(4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.

(5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

WHEREAS, the Baldwin County Commission, during its November 19, 2019, regular meeting, voted to employ the Appointed Contract Employee as **Building Official**; and

WHEREAS, the Appointed Contract Employee is willing to accept said position pursuant to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Commission and the Appointed Contract Employee agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause:	A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Commission in accordance with applicable state law.
Without Cause:	At the sole discretion of the Baldwin County Commission and without the need for a reason.

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by the Baldwin County Commission to a dismissed Appointed Contract Employee in accordance with the terms of this Agreement.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Commission appoints the Appointed Contract Employee, and the Appointed Contract Employee hereby accepts employment with the Baldwin County Commission as **Building Official,** which is classified as a salaried exempt position consisting of benefits only as set forth herein with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Appointed Contract Employee is employed solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Commission pursuant to this Employment Contract.

The Appointed Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Appointed Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Commission.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Employment Contract shall be **December 2, 2019**, and shall be for a term until **November 9, 2022**, subject to the terms and conditions of this

Employment Contract and applicable state law. In the event the Baldwin County Commission, by a three-fourths vote of the elected members of the Baldwin County Commission, elects not to renew this Employment Contract, this Employment Contract shall be at an end, and the Appointed Contract Employee's employment shall cease. Notwithstanding any other provisions of this Employment Agreement to the contrary, including, but not limited to, the provisions contained in Article IX, in the event the Baldwin County Commission elects not to renew this Employment Contract, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission. However, the Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of the date of non-renewal of this Employment Contract. This Employment Contract shall be non-binding on the successor Baldwin County Commission after each four-year election; however, the Employment Contract must be cancelled or continued within ninety (90) days of the successor Baldwin County Commission taking office. Notwithstanding any other provisions of the Employment Contract to the contrary,

including, but not limited to, the provisions contained in Article IX, in the event this Employment Contract is cancelled within ninety (90) days of the successor Baldwin County Commission taking office, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission.

Article V.

SCOPE OF SERVICES/ DUTIES

The Appointed Contract Employee is employed as **Building Official**. The Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description of said position, which is attached hereto as Exhibit "A", and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Commission. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Commission shall have the right to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Appointed Contract Employee.

The Appointed Contract Employee shall be an employee of the Baldwin County Commission. The Baldwin County Commission, or its designee, shall have supervisory control over the Appointed Contract Employee, and the duties of the Appointed Contract Employee may be changed from time to time in the sole direction of the Baldwin County Commission. Notwithstanding any such change, the employment of the Appointed Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Appointed Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Commission without interruption during the term of this Employment Contract. The Appointed Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Commission.

Article VI.

STANDARD OF PERFORMANCE

The Appointed Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Appointed Contract Employee is engaged. All services and products of whatsoever nature, which the Appointed Contract Employee delivers to the Baldwin County Commission pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Appointed Contract Employee's profession.

Article VII.

COMPENSATION

The Appointed Contract Employee shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of Ninety-Three Thousand Six Hundred Dollars ($93,600.00). Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other

employees of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as full-time employees of Baldwin County in accordance with the Baldwin County Commission Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

The Baldwin County Commission will review the Appointed Contract Employee's compensation set forth herein on an annual basis, and the Baldwin County Commission shall have the right, but not the obligation, to adjust the Appointed Contact Employee's compensation as deemed necessary by the Baldwin County Commission, in its sole discretion. In considering any compensation increases or decreases, the Baldwin County Commission may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance and evaluation of the Appointed Contract Employee, the resources of the Baldwin County Commission and any other information deemed to be necessary as determined solely by the Baldwin County Commission.

Article VIII.

BENEFITS

In addition to the compensation set forth above, the Appointed Contract Employee shall receive benefits only as follows:

The Appointed Contract Employee shall be eligible to participate in any available health insurance coverage, if any, provided by the Baldwin County

Commission, subject to the terms and conditions of such health insurance coverage.

The Appointed Contract Employee shall enjoy leave accrual and other benefits on the same terms and conditions as are provided for other employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended.

Notwithstanding any statement contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Appointed Contract Employee any rights existing under the personnel merit system of Baldwin County, Alabama.

Article IX.

TERMINATION

It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Appointed Contract Employee at any time, with or without cause, as those terms are herein defined; however, the Appointed Contract Employee shall not be subject to cancellation, termination or non-renewal or in any other manner dismissed or terminated except by a three-fourths vote of the elected members of the Baldwin County Commission.

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay

in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. ($7,800.00). In the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

Regardless of whether the Appointed Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any severance pay and any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County

Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

Article X.

APPOINTED CONTRACT EMPLOYEE EVALUATION

The Baldwin County Commission shall prepare and review with the Appointed Contract Employee an annual written evaluation of performance. The evaluation criteria, procedure and method will be determined by the Baldwin County Commission. Said annual written evaluation shall be retained by the Baldwin County Commission within the Appointed Contract Employee's personnel file as kept and maintained by the Baldwin County Commission's Personnel Department. Said annual written evaluation, among other considerations, may be used by the Baldwin County Commission in determining the job performance of the Appointed Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Commission's authority to terminate the Appointed Contract Employee with or without cause or at will.

The Appointed Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and comply with Alabama's ethics laws as conditions of employment.

Article XI.

DISPUTES

In the event that a dispute should arise regarding any and all matters resulting from or dealing with this Employment Contract, and should such dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees and other claim-related expenses.

Article XII.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Baldwin County Commission is intended to be exclusive of any other remedy or remedies, and the Baldwin County Commission retains each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

Article XIII.

SEVERABILITY

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

Article XIV.

ASSIGNMENT

The Appointed Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Appointed Contract Employee and this Employment Contract.

Article XV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Employment Contract to the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Commission.

Article XVI.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Employment Contract may be altered, amended or modified only by an instrument in writing,

requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Appointed Contract Employee hereby warrants that the Appointed Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Appointed Contract Employee is obligated.

Article XX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be affected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XXI.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract, or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXII.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to

the effect that any ambiguities are to be resolved against a drafting party shall not be employed in the interpretation of this Employment Contract or any amendments hereto.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE <u>BEFORE SIGNING.</u>

BALDWIN COUNTY COMMISSION

By: Billie Jo Underwood / 11/19/2019
BILLIE JO UNDERWOOD Date
As Its: Chairman

ATTEST:

WAYNE A. DYESS
As Its: County Administrator

EDDIE D. HARPER
(APPOINTED CONTRACT EMPLOYEE)

Eddie D Harper / 11-19-19
EDDIE D. HARPER Date

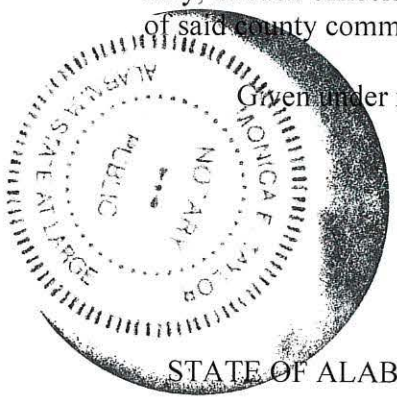
<u>NOTARY PAGE TO FOLLOW</u>

STATE OF ALABAMA

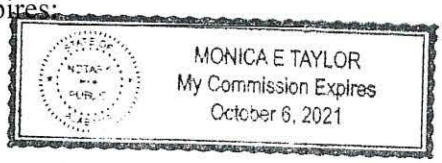
COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public, in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD, whose name as Chairman, and WAYNE A. DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 19th day of November, 2019.



Monica E. Taylor
Notary Public, Baldwin County, Alabama
My Commission Expires:

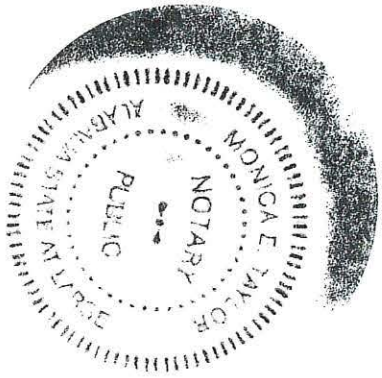


STATE OF ALABAMA

COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public, in and for said County, in said State, hereby certify that EDDIE D. HARPER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 19th day of November, 2019.



Monica E. Taylor
Notary Public: Baldwin County, Alabama
My Commission Expires:

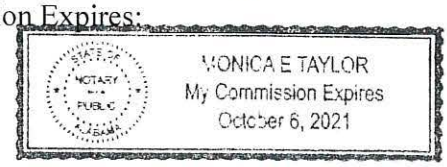


Exhibit A

POSITION DESCRIPTION

Title:	Building Official
Department:	Building Inspections
Job Analysis:	January 1984, May 1993, May 2001, May 2006, November 2010, January 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this position and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to:	County Commissioners
Subordinate Staff:	Building Inspectors, Office Administrator/Mitigation Coordinator, Office Assistants and Permit Technician
Internal Contacts:	County Employees, County Administrator, County Commission and other Elected Officials
External Contacts:	Contractors, Plumbers, Electricians, General Public, Architects and Planning Boards
Status:	Appointed Contract/Exempt (A/E)

Job Summary

Coordinates and supervises building program activities and inspections that relate to construction. ADEM Coastal Program and planning. Administers the Southern Building Code/International Building Code including the issuance of building permits for review and approval of building plans and inspection of buildings to ensure compliance with appropriate codes. Meets with interested citizens, architects, contractors, etc., on special questions and problems. Enforce compliance with the Baldwin County Flood Damage Prevention Ordinance. Consults with architects and engineers in relation to proposed structures. The Building Official coordinates with the County Commission, the County Administrator and the Department Heads.

Job Domain

A. Supervision

1. Supervise and direct the work of inspectors and office staff.
2. Responsible for training staff.
3. Maintains records of employee performance for merit and pay increases.

B. Planning

1. Formulate policies, plans and schedules for the department.
2. Develop and outline procedures and policies concerning departmental activities.
3. Draft and make recommendations to County Commission for departmental changes regarding policies and staff.
4. Prepare departmental budgets for Building Inspection.

C. Operations Management

1. Make recommendations to County Commission regarding existing codes or proposed new codes.
2. Coordinate and enforce the Building Code regulations.
3. Explain and interpret code to architects, engineers, contractors, owners and other interested persons.
4. Report code violations to appropriate officials.
5. Perform engineering calculations and check on complicated or unusual structures.
6. Respond to technical questions from industry, architects, engineers and general public.
7. Approve and disapprove applications for building permits.
8. Coordinate and work with other public inspection departments such as utilities and Corp of Engineers.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with engineers, architects, general public, etc.
2. Skills to perform complex mathematical operations.
3. Skills to communicate technical knowledge and express ideas effectively.
4. Skills to understand maps, drawings, layouts, blueprints, codes, etc.
5. Thorough knowledge of Southern Building Codes and International Building Codes.
6. Thorough knowledge of engineering principles as applied to the design and construction of a broad range of building structures and facilities.
7. Ability to perform structural plan reviews.
8. Ability to supervise small staff.
9. Ability to establish and maintain effective working relationships with employees as well as architects, contractors, engineers, etc.
10. Knowledge of current literature, trends and development in the field of building inspection, code enforcement and zoning.
11. Thorough knowledge of governmental regulations involving building in flood prone areas.
12. Extensive experience in building trade or inspection of work including considerable experience in building construction; or any equivalent combination of acceptable training and experience.

Minimum Qualifications

1. Must possess a valid Alabama driver's license.
2. Must be willing to travel throughout the County.

3. Be certified as a Building Official by the Southern Building Code Congress and International Building Code within 1 year of appointment.
4. Related associate's degree or equivalent experience in related field.

Baldwin County Commission

Agenda Action Form

File #: 21-0373, **Version:** 1 **Item #:** BA10

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wayne Dyess, County Administrator; Ron Cink, Budget Director
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Resolution #2021-041 - Removing the Monetary Limitation on Compensation under Alabama Code Section 40-6-3, Supernumerary Tax Collectors, Tax Assessors, License Commissioners, Etc.

STAFF RECOMMENDATION
As authorized under Ala. Code Section 40-6-3, adopt Resolution #2021-041, which will remove the monetary limitation on compensation related to Supernumerary Tax Collectors, Tax Assessors, License Commissioners, etc.

BACKGROUND INFORMATION

Previous Commission action/date: December 3, 2019, BCC Regular Meeting

Background:

December 3, 2019 - The Commission considered and voted on the following action which FAILED for a lack of a second:

As authorized under Ala. Code Section 40-6-3, adopt Resolution #2020-024, which will remove the monetary limitation on compensation related to Supernumerary Tax Collectors, Tax Assessors, License Commissioners, etc.

January 6, 2021 - Mr. Nix submitted a request via email (see attached) for this action to be reconsidered by the Commission.

BACKGROUND ON REQUEST:

Mr. James Phelan Nix, Jr. served as Baldwin County Revenue Commissioner for 24 years from October 1, 1985 to September 30, 2009. Mr. Nix became eligible to receive his supernumerary compensation on November 21, 2019. He is requesting the Baldwin County Commission to lift the monetary cap which is $49,600.00, to allow him to draw $67,500.00 annually. The annual amount of $67,500.00 would be 75% of his $90,000.00 former compensation as Revenue Commissioner.

According to Ala. Code Section 40-6-3, no person shall receive more than $49,600.00 per year, unless the County Commission, by majority vote of the membership, elects to increase or remove this monetary limitation on compensation for any person who assumed supernumerary status after September 30, 1993.

If the Commission approves lifting the cap, Mr. Nix would receive 75% of his $90,000.00 annual salary, which would be $67,500.00 annually. This is a difference of $17,900.00 from the current $49,600.00 annually that he will be eligible to receive starting November 21, 2019.

Ala. Code Section 40-6-3 - SUPERNUMERARY TAX COLLECTORS, TAX ASSESSORS, LICENSE COMMISSIONERS, ETC.

Life tenure; compensation; cost-of-living increase.

(a) Every supernumerary official shall serve for life and shall receive from the county governing body, in equal monthly installments on the first of each month, or in such installments as other county officials or employees are paid, an annual salary as follows:

(1) For 12 years' service the official shall receive 60 percent of the average compensation during the last four years served as an official charged with assessing and collecting ad valorem taxes.

(2) For 14 years' service the official shall receive 65 percent of the average compensation.

(3) For 16 years the official shall receive 70 percent of the average compensation.

(4) For 18 or more years the official shall receive 75 percent of the average compensation; provided, however, no person shall receive more than forty-nine thousand six hundred dollars ($49,600.00) per year.

The county governing body may, by majority vote of the membership, elect to increase or remove this monetary limitation on compensation for any person who assumed supernumerary status after September 30, 1993.

The tax collector, if there is a supernumerary tax assessor or tax collector in the county, or the license commissioner or person charged with the collection of ad valorem taxes other than the tax collector, if there is a supernumerary license commissioner or other official charged with the assessing or collecting, or both, of ad valorem taxes in the county, shall from the first money collected by the official pay to the county governing body the sum which shall be paid to the supernumerary official as heretofore set forth. The sum shall be deducted on a pro rata millage basis from payments to the state, county, and all subdivisions and agencies thereof, except municipalities, to which the person collecting ad valorem taxes is charged with the distributing of ad valorem taxes collected under the law. Notwithstanding the foregoing, if the official dies without leaving a surviving spouse, or otherwise becomes disqualified as a supernumerary official, any money remaining in the fund shall be refunded to the person by whom it is paid to the county, and the person shall distribute the money

refunded to the state, county, and other subdivisions and agencies on the same pro rata millage basis that it was originally withheld.

If any official covered under this chapter dies prior to attaining the age of 60 years, but being otherwise qualified to be appointed a supernumerary official, except for age, and is survived by a spouse lawfully married to the official at the time of his or her death, then the surviving spouse shall be paid a monthly allowance equal to 50 percent of the salary which would have been paid to the official had he or she survived to the age of 60. The monthly allowance shall be paid in the same manner as provided for payment to a qualified official and shall continue for 15 years or until the marriage of the surviving spouse, whichever first occurs. Upon the death of any official covered under this chapter after he or she has become fully qualified for appointment as a supernumerary official, including age, whether appointed as a supernumerary official or whether still serving in active office, the surviving spouse of the official shall be paid a monthly allowance equal to 50 percent of the supernumerary salary being paid to the official or to which he or she would be entitled if appointed as supernumerary. The monthly allowance shall be paid in the same manner as provided for the official and shall continue for 15 years or until the marriage of the surviving spouse, whichever first occurs.

(b) Beginning with the fiscal year commencing on October 1, 2006, the supernumerary officials of a county provided for in this section shall be entitled to receive the same cost-of-living increases in compensation, that are granted to county retirees by the county commission, if approved by a resolution of a majority of the county commission. The increases shall be in the same amount or percentage and at the same time, as the case may be, as that amount or percentage increase provided to the other retirees of the county and, if not uniform, the increase shall be equal to the average increase granted to all county retirees who receive an increase.

(Acts 1967, No. 755, p. 1609, §3; Acts 1973, No. 935, p. 1438, §1; Acts 1977, No. 309, p. 410, §2; Acts 1983, No. 83-643, p. 999, §2; Acts 1985, 2nd Ex. Sess., No. 85-985, p. 331; Acts 1988, 1st Ex. Sess., No. 88-878, p. 420, §2; Acts 1994, No. 94-592, p. 1095, §2; Act 2000-696, p. 1418, §1; Act 2001-484, p. 821, §1; Act 2006-108 p. 157, §1.)

FINANCIAL IMPACT

Total cost of recommendation: TBD - cost of raising cap is up to $17,900.00

Budget line item(s) to be used: TBD

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney, reviewed the item and the resolution previously (11/25/2019) prior to the December 3, 2019, action which failed. 01/06/2021 akg

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration send follow up letter to:

Mr. James Phelan Nix, Jr.
342 Majestic Beauty Ave.
Fairhope, Alabama 36532

cc: Ron Cink
Wayne Dyess
Deidra Hanak
Cian Harrison

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 #2021-041
OF THE
BALDWIN COUNTY COMMISSION

REMOVING THE MONETARY LIMITATION ON COMPENSATION FOR SUPERNUMERARY TAX COLLECTORS, TAX ASSESSORS, LICENSE COMMISSIONERS, ETC, IN BALDWIN COUNTY, ALABAMA, AS AUTHORIZED BY SECTION 40-6-3, OF THE CODE OF ALABAMA (1975).

WHEREAS, every supernumerary official shall serve for life and shall receive from the county governing body, in equal monthly installments on the first of each month, or in such installments as other county officials or employees are paid, an annual salary based on the years of service; and

WHEREAS, Section 40-6-3 of the Code of Alabama states no person shall receive more than forty-nine thousand six hundred dollars ($49,600.00) per year; and

WHEREAS, Section 40-6-3 of the Code of Alabama states the county governing body may, by majority vote of the membership, elect to increase or remove this monetary limitation on compensation for any person who assumed supernumerary status after September 30, 1993; and

NOW, THEREFORE, BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that this honorable county governing body, pursuant to the authority as set forth by the aforementioned law, hereby removes the monetary limitation of $49,600.00 for supernumerary tax collectors, tax assessors, license commissioners, etc., effective _____.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the ____ day of _____, 2021.

_____
Commissioner Joe Davis, III, Chairman

ATTEST:

_____
Wayne Dyess, County Administrator

Anu Gary

Subject: FW: Supernumerary Cap

From: Phil Nix <jpnixjr@gmail.com>
Sent: Wednesday, January 6, 2021 2:47 PM
To: Charles F. Gruber <CGRUBER@baldwincountyal.gov>
Subject: Supernumerary Cap

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

I realize you have been busy and have had more pressing issues since I sent you an email back in early November on getting feedback on removing the cap on the Supernumerary salary. I would like to go ahead and have this brought before the commission as soon as possible and would like your help in getting it on the commission agenda.
Just to refresh your memory, the lifting of the cap would raise the salary to what it would be if I was on the State Retirement system and also the full salary is not being paid by the County. I am the last Supernumerary Official in the County due to the fact that legislation was passed to do away with the Supernumerary and move the Official to the State Retirement system.

I appreciate your support in the past and look forward to your future support and thank you for your service!
My number is 251-802-7047

Thank you,

Phil Nix
Supernumerary Revenue Commissioner

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

November 15, 2019

James Phelan Nix Jr.
342 Majestic Beauty Ave.
Fairhope, AL 36532

Re: Appointment as Supernumerary Revenue Commissioner

Dear Mr. Nix:

This letter will acknowledge receipt of all verification necessary for your appointment as Supernumerary Revenue Commissioner of Baldwin County under Ala. Code § 40-6-1 (1975).

I approve your request for supernumerary status and will notify the Alabama Secretary of State of this appointment and ask that it be made effective on November 21, 2019.

Please file your Oath of Office with the Baldwin County Judge of Probate and have him certify to the Secretary of State that you have done so. A supernumerary commission will be forwarded to you once the Alabama Secretary of State is in receipt of this notice and a five dollar issuance fee.

Sincerely,

Kay Ivey

Kay Ivey
Governor

cc: John H. Merrill, Alabama Secretary of State

added 10/30/2019

BALDWIN COUNTY BUDGET BREAKDOWN		
	% OF TOTAL	PRO RATA SHARE OF TOTAL
STATE TAX		
GENERAL	7.1287%	$268,123.86
SOLDIER	2.7936%	$105,072.57
SCHOOL	8.4378%	$317,361.59
TOTAL STATE	18.3601%	$690,558.02
COUNTY TAX		
GENERAL (5M)	15.3770%	$578,358.00 .01
ROAD/BRIDGE (2.5M)	7.5319%	$283,288.98
HOSPITAL (2M)	0.3399%	$12,784.28
HEALTH (0.5M)	1.5063%	$56,654.79
FIRE DISTRICT (1.5M)	4.5191%	$169,971.88
CO WIDE SCHOOL (5M)	15.4306%	$580,373.99
SCHOOL CAP OUTLAY (4M)	12.3445%	$464,299.95
DISTRICT 2 (3M)	9.2422%	$347,616.59
TOTAL COUNTY	66.2915%	$2,493,348(45) .46
MUNICIPAL TAX		
BAY MINETTE	0.6152%	$23,138.83 .82
DAPHNE	3.8972%	$146,581.05
ELBERTA	0.0684%	$2,572.65
FAIRHOPE	3.7681%	$141,725.35
FOLEY	0.9345%	$35,148.31
GULF SHORES	2.2469%	$84,510.15
LOXLEY	0.2175%	$8,180.59
MAGNOLIA SPRINGS	0.0460%	$1,730.15
ORANGE BEACH	2.8051%	$105,505.11
PERDIDO BEACH	0.0297%	$1,117.07
ROBERTSDALE	0.1842%	$6,928.11
SILVERHILL	0.0450%	$1,692.53
SPANISH FORT	0.4205%	$15,815.80
SUMMERDALE	0.0701%	$2,636.59
TOTAL MUNICIPAL	15.3484%	$577,282.80 .29
TOTAL	**100.0000%**	**$3,761,188.77**

This budget breakdown is for the total budgeted amount, less the balance of unencumbered funds as of September 30, 2019 and other budgeted revenues which were reported in the amounts of $1,462,506.23 and $45,000, respectively. If it is discovered that either amount has been misreported, please contact this office, and a corrected breakdown will be provided.

Report of Ad Valorem Tax Collections
Collections Dated 10/16/2019 thru 10/31/2019
County: BALDWIN Tax Year 2019 Settlement 2

Description	Gross Tax	Exemption	Net Tax / REAPPRAISAL	Interest	Refunds	Commissions Assessor	Commissions Collector	Net Payment
2019 REAL & PERSONAL TAX								
1 STATE-GENERAL	1085290.34	96454.74	988835.60		10614.05	9782.21	9782.21	690,533.27
Allocations			268123.86					
2 STATE-SOLDIER	434116.10	38581.89	395534.21		4245.62	7825.77	7825.77	270,564.48
Allocations			105072.57					
3 STATE-SCHOOL	1302348.47	113948.52	1188399.95		12736.86	23513.26	23513.26	811,274.98
Allocations			317361.59					
4 COUNTY-GENERAL	2170578.09	35992.23	2134585.86		14041.70	21205.44	21205.44	1,499,775.27
Allocations			578358.01					
5 COUNTY-ROAD AND BRIDGE	1085289.05	17996.12	1067292.93		7020.85	21205.44	21205.44	734,572.22
Allocations			283288.98					
6 COUNTY-FIRE	651173.43	10797.67	640375.76		4212.51	12723.27	12723.27	440,744.83
Allocations			169971.88					
7 COUNTY-HOSPITAL	47746.65	1962.88	45783.77		305.16	909.57	909.57	30,875.19
Allocations			12784.28					
8 SCHOOL-COUNTY WIDE	2170578.60	6398.60	2164180.00		14851.70	42986.57	42986.57	1,482,981.17
Allocations			580373.99					
9 SCHOOL-CAPITAL OUTLAY	1736462.86	5118.88	1731343.98		11881.36	34389.25	34389.25	1,186,384.17
Allocations			464299.95					
10 SCHOOL DISTRICT 2 (3)	1101020.14	3645.60	1097374.54		8911.02	21769.27	21769.27	697,308.39
Allocations			347616.59					
11 HEALTH	217057.81	3599.24	213458.57		1404.17	4241.09	4241.09	146,917.43
Allocations			56654.79					
12 CITY-BAY MINETTE	62511.25	2048.50	60462.75		791.50	1193.42	1193.42	34,145.59
Allocations			23138.82					
13 CITY-DAPHNE	486245.63		486245.63		3899.10	9646.93	9646.93	316,471.62
Allocations			146581.05					
14 CITY-FAIRHOPE	323197.65	959.40	322238.25		4860.60	6347.55	6347.55	162,957.20
Allocations			141725.35					
15 CITY-SILVERHILL	8417.60		8417.60			168.35	168.35	6,388.37
Allocations			1692.53					
16 CITY-ELBERTA	8960.00	29.10	8930.90		156.60	175.49	175.49	5,850.67
Allocations			2572.65					
17 CITY-FOLEY	139344.88	37.10	139307.78		612.00	2773.91	2773.91	97,999.65
Allocations			35148.31					
18 CITY-GULF SHORES	332213.86	222.60	331991.26		2158.70	6596.65	6596.65	232,129.11
Allocations			84510.15					
19 CITY-SUMMERDALE	4221.90		4221.90			84.44	84.44	1,416.43
Allocations			2636.59					
20 CITY-ROBERTSDALE	27104.20		27104.20			542.09	542.09	19,091.91
Allocations			6928.11					
21 CITY-SPANISH FORT	37743.20		37743.20		746.00	739.95	739.95	19,701.50
Allocations			15815.80					
22 CITY-ORANGE BEACH	454927.61	2063.99	452863.62		1550.96	9026.25	9026.25	327,755.05
Allocations			105505.11					
23 CITY-MAGNOLIA SPRINGS	6935.30		6935.30			138.71	138.71	4,927.73
Allocations			1730.15					
24 CITY-LOXLEY	56064.48	41.88	56022.60			1120.45	1120.45	45,601.11
Allocations			8180.59					
25 CITY-PERDIDO BEACH	4000.03		4000.03		43.92	79.12	79.12	2,680.80
Allocations			1117.07					
27 SCHOOL DISTRICT 1 CA778	666.22		666.22					666.22
32 GULFSHORES SCHOOLS	199328.32	193.56	199134.76			3982.70	3982.70	191,169.36
7 FOLEY WEED LIEN	91.99		91.99					91.99
56 FIRST RESPONDERS/RESCUE	2123.57		2123.57	NO ALLOCATIONS				2,123.57
97 FIREFIGHTERS ANNUITY &	1572.87		1572.87					1,572.87
* SUB TOTAL	14157332.10	340092.50	13817239.60		105044.38	243167.15	243167.15	9,464,672.15

Allocations			3761188.77						
TIMBER TAX	10960.94		10960.94		2.60	219.17	219.17		10,520.00
PRIOR YEARS	17239.70		17239.70	698.04		311.92	311.92		17,313.90
** TOTAL **	14185532.74	340092.50	13845440.24	698.04	105046.98	243698.24	243698.24		9,492,506.05
Allocations			3761188.77						

Totals: Number of Payments..... 15,930
Total Collected..... 13,846,208.28
Distribution: Collector Commission..... 243,698.24
Assessor Commission..... 243,698.24
Assessor Fee... 10.00
Collection Fee. 20.00
Probate Fee....
Printing Fee... 20.00
REAPPRAISAL..... 3,761,188.77
Spec Del Fee...
Coll Del Fee...
Mail Fee ... 20.00
Credit Fee ...
Other Fee ...
Excess Bid.....
Advalorem, Tax & Interest 9,492,506.05

I hereby certify that the above is a correct report of collections and remittances made by me from _____ to _____ in compliance with the provisions of Title 40-5-36, Code of Alabama 1975, as amended.

_____
Baldwin County Revenue Commissioner

Sworn to and subscribed before me this _____ day of _____, _____.

_____

Baldwin County Commission

Agenda Action Form

File #: 21-0369, **Version:** 1 **Item #:** BE1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Felisha Anderson, Archives Director/Junius Long, Building Facilities Coordinator/Madison Steele, Parks Manager
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE
Competitive Bid #WG21-02 - Construction of One (1) New 40 ft. x 60 ft. Pole Barn to be located at the Bicentennial Park in Stockton, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) **Reject** the bid received and authorize the Purchasing Director to re-bid for the construction of one (1) new 40 ft. x 60 ft. pole barn to be located at the Bicentennial Park in Stockton, Alabama because the bidder does not have an Alabama General Contractor's License and did not submit a bid guarantee as is required by state law; 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:
12/01/2020 meeting: 1) Rejected the bid received and authorized the Purchasing Director to re-bid for the construction of one (1) new 40 ft. x 60 ft. pole barn to be located at the Bicentennial Park in Stockton, Alabama because the bid amount exceeded the amount budgeted for this project; 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.

10/20/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the construction of one (1) new 40 ft. x 60 ft. Pole Barn to be located at the Bicentennial Park in Stockton, Alabama for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were opened in the Purchasing Conference Room on January 5, 2021 at 1:30 p. m. One (1) bid was received, but the bidder does not have an Alabama General Contractor's License as is required by the Code of Alabama 1975, Section 34-8-1, and did not submit a bid guarantee as is required by the Code of Alabama 1975, Section 39-2-4. Staff recommends the Commission authorize the Purchasing Director to re-bid the project.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
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: 01/19/2021

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; mail bids

Additional instructions/notes: N/A

BID #WG21-02B SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

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.

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the structure and difficulties attending the proposed contract, including local conditions uncertainty of weather, quantities and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

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. The County reserves the right to reject any bids that are not in the best interest to the County at their discretion.

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.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

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 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**.

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.

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

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.

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.

AWARD
Award will be made to the lowest responsible bidder meeting the bid specifications. Quality, conformity with specifications, service and experience are among the factors that will be considered in determining the responsive bidder.

TIME OF COMPLETION
Work shall begin within thirty (30) days after award of contract, or as soon as weather conditions permit, unless otherwise notified.

Projects must be completed within **thirty (30) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability.

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 bid, including all necessary cleanup, and the Baldwin County Commission receives written verification of completion.

FUNDING SOURCE

This public works project is being funded 100% by the Baldwin County Commission.

COORDINATION WITH BALDWIN COUNTY COMMISSION

The Contact person for the Baldwin County Commission will be Wanda Gautney, at (251) 580-2520.

SPECIFICATIONS FOR POLE BARN

Contractor shall provide all labor, materials, equipment necessary to complete the project, which will include the site work for the foundation, the slab, and the pole barn.

Location

Baldwin County Bicentennial Park
51233 State Highway 225
Stockton, Alabama 36507

Foundation

4-inch concrete slab with 8-inch turndown around the perimeter

Building

1. Description:

   One (1) 40 ft. X 60 ft. X 18 ft. Pole Barn with 12 ft. X 40 ft. of the area to be enclosed, finished with Hardie board siding (paint color to be selected by Baldwin County), and to include one (1) 10 ft. X 12 ft. commercial grade roll-up door and one (1) 3 ft. X 3 ft. window

2. Requirements:

    - The structural framing shall include 10 inch X 10 inch treated poles
    - The poles shall be buried between 5 ft. – 6 ft. deep and concreted
    - The trusses shall be engineered wood on 4 ft. centers with 2 inch X 4 inch bracing, double 2 inch X 12 inch treated truss beams, and 2 inch X 4 inch roof nailers
    - 5/8 inch galvanized bolts shall be used for the connection of the truss beams at the notched top of the poles
    - The enclosed portion of the Pole Barn shall be framed with 2 inch X 6 inch boards and shall be sheathed with 5/8 inch CDX plywood and 8 inch Hardie board siding applied with trim at the corners and at openings in the walls
    - Hardie board siding shall be installed at the gable trusses on both ends of the Pole Barn
    - All Hardie board is to be painted (color to be selected by Baldwin County)
    - The roof shall be metal (color to be selected by Baldwin County) with a 4/12 pitch and a ridge cap

See attached sample drawings.

BID #WG21-02B RESPONSE FORM
Construction of One (1) New 40 ft. X 60 ft. Pole Barn

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

Construction of One (1) New 40 ft. X 60 ft. Pole Barn

Amount Bid: _____

Completion Time: _____

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and _____**,** (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 services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

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

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the

professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

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

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

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

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

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

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract

shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER:

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid #WG21-02B",** the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG21-02B – Construction of One (1) new 40 ft. x 60 ft. Pole Barn to be Located at the Bicentennial Park in Stockton, Alabama."

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of 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 on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

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

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

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

COUNTY

_____
JOE DAVIS, III/ Date
Chairman

ATTEST:

_____
WAYNE DYESS/ Date
County Administrator

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the day of _____, 2021.

_____
Notary Public
My Commission Expires

PROVIDER:

Insert Providers Name

_____/_____
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 _____ 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 #: 21-0368, **Version:** 1 **Item #:** BE2

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE
Competitive Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for the Baldwin County Commission

STAFF RECOMMENDATION
Due to the identification of a typographical error listed in Bid #WG21-03 Award, take the following actions:

1) **RESCIND** the action taken by the Baldwin County Commission, during its January 5, 2021, regular meeting related to Agenda Item BE1 which awarded the "Group 1-1: Servers" portion of competitive Bid #WG21-03 to **SHI International Corporation**; and

2) **AWARD** "Group 1-1: Servers" of competitive Bid #WG21-03 to the lowest bidder, **Technical & Scientific Application, Inc. dba TSA, Inc.**

BACKGROUND INFORMATION

Previous Commission action/date:
01/05/2021 meeting: Awarded Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for the Baldwin County Commission to the lowest bidder, **SHI International Corporation**.

11/03/2020 meeting: 1) Approved the specifications for the Provision of Microcomputer Systems and Peripheral Equipment 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 or clarifications if required after the bid was advertised.

Background: Following the bid award for competitive bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment, a typographical error was discovered on the bid tabulation and award listing. The correction of said error results in Technical & Scientific Application, Inc. dba TSA, Inc. being the lowest bidder for "Group 1-1: Servers". Staff recommends the Commission rescind the award of "Group 1-1" to SHI International Corporation and award "Group 1-1: Servers" to Technical &

Scientific Application, Inc. dba TSA, Inc. as per the attached award listing.

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: 01/19/2021

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

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

Additional instructions/notes: N/A

Competitive Bid #WG21-03 - AWARD LISTING
Provision of Microcomputer Systems and Peripheral Equipment
Effective 1/5/2021 - 1/5/2022

Bid Group:	
Description: Servers Group 1-1	**Personal Computers and Servers**
Source Of Manufacturer Reference Price:	
(**Note All Items in Group 1-1 Shall have a 3 year Onsite Repair 24x7x4 Warranty****)**	**Technical & Scientific Application, Inc. dba TSA, Inc.**

Item #	MFG.	Part #	Description	Manufacturer Reference Price:	Discount Factor %	Bid Price $
1	HP	C7977AL	HPE LTO-7 Ultrium Custom Lbl 20 Pack Model	2,082.72	37%	1,310.00
2		867959-B21	Quantity Model # Description 1 867959-B21 HPE DL360 Gen10 8SFF CTO Server 1 867959-B21 ABA U.S. - English localization 1 860653-L21 HPE DL360 Gen10 Xeon-S 4110 FIO Kit 1 860653-B21 HPE DL360 Gen10 Xeon-S 4110 Kit 2 815098-B21 HPE 16GB 1Rx4 PC4-2666V-R Smart Kit 2 P04527-B21 HPE 800GB SAS MU SFF SC PM5 SSD 2 AF556A HP 1.83m 10A C13-UL US Pwr Cord 1 804331-B21 HPE Smart Array P408i-a SR Gen10 Ctrlr 1 734807-B21 HP 1U SFF Easy Install Rail Kit 2 865408-B21 HPE 500W FS Plat Ht Plg Pwr Supply Kit 1 BD505A HPE iLO Adv 1-svr Lic 3yr Support 1 H7J34A3 HPE 3Y Foundation Care 24x7 wDMR Service 1 H7J35A3 WAG HPE DL360 Gen10 Support	12,123.00	39%	7,375.00

Exceptions to Bid Specifications: NONE

Baldwin County Commission

Agenda Action Form

File #: 21-0376, **Version:** 1 **Item #:** BE3

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wanda Gautney, Purchasing Director
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE
Competitive Bid #WG21-04 - Provision of Bag Ice for the Baldwin County Commission

STAFF RECOMMENDATION
Authorize the Purchasing Director to **re-bid** for the Provision of Bag Ice and 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:
12/15/2020 meeting: Authorized the Purchasing Director to **re-bid** for the Provision of Bag Ice and authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

11/03/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Bag Ice; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were set to open in the Purchasing Conference Room on January 5, 2021, at 2:00 p.m. No bids were received. Staff recommends the Commission authorize the Purchasing Director to re-bid for the Provision of Bag Ice.

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: 01/19/2021

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

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

Additional instructions/notes: N/A

BID #WG21-04B 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 product 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 item considered best adapted to Baldwin County.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. **Exceptions are to be attached to the back of the Response Form.**

AWARD

Award will be made to the lowest responsible bidder meeting all the specifications of the ITB.

The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award.

DELIVERY

Deliveries to the Baldwin County Emergency Management Agency (BCEMA) are to be made as follows: 50% of order delivered within 48 hours, 100% of order delivered within 72 hours of order. Initial deliveries will be to the address below with forward shipment to points of distribution as directed by BCEMA during the Emergency Disaster period. Vendor shall be responsible for ensuring that BCEMA acknowledges all deliveries, and that all deliveries have required documentation.

Baldwin County Emergency Management Agency
23100 McAuliffe Drive
Robertsdale, AL, 36567

All other orders must be delivered to the "Ship To" address shown on the P. O. within five (5) days of vendor's receipt of order.

The Vendor must maintain an inventory sufficient to make shipment on all orders within the timeframe stated in this ITB solicitation.

FREIGHT

Bid is F. O. B. Destination. Any Freight charges must be included in the bid prices.

SPECIFICATIONS

10 lb. Bags of Ice

10 lb. bags of ice must be palletized, designed for pick-up from all four sides, shrink-wrapped, and fully covered on top and all four sides with a minimum double layer of shrink wrap. Ice orders will be made in multiple truckloads of approximately 40,000 lbs. per truck load on refrigerated trailers. Ice must meet all Federal/States standards for Human consumption.

BID #WG21-04B RESPONSE FORM
Provision of Bag Ice

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 _____
Yes No
If yes, must attach a copy of the financing agreement and all conditions to this response form.

_____
Financing Agency Authorized Signature

Item: Ice - 10 lb. bag

Amount Bid: $ _____ per lb. = $ _____ per 10 lb. bag

Manufacturer or Brand: _____

All Exceptions should be attached to this Bid Response form.

Baldwin County Commission

Agenda Action Form

File #: 21-0322, **Version:** 1 **Item #:** BE4

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE
Competitive Bid #WG21-05 - Provision of Crushed Aggregates for the Baldwin County Commission

STAFF RECOMMENDATION
Award the bid for the Provision of Crushed Aggregates as per the attached Award Listings for each category of headings to **Stephens Trucking Company, Inc., Vulcan Materials Company, Inc., Martin Marietta Materials, Inc.,** and **C.R. Pate Logging, Inc.**

BACKGROUND INFORMATION

Previous Commission action/date:
11/03/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Crushed Aggregates; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were opened in the Purchasing Conference Room on December 8, 2020, at 2:30 p.m. Five (5) bids were received. Bids were tabulated and award recommendations were made, taking into consideration the supply location and transportation costs for materials that are to be "picked-up" by the County. Award listings and bid tabulations are attached.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: Various Highway Budgets

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/19/2021

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

CRUSHED AGGREGATES BID WG21-05
AREA 100
Award Listing
Effective 1/19/2021 through 1/19/2022

	Stephens Trucking Company, Inc.		Vulcan Materials Company, Inc.				Martin Marietta Materials, Inc.				Graestone Aggregates, LLC		C.R. Pate Logging, Inc.	
	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY
Plant or Yard Location for Pick-up Only	**N/A**		**Bay Bridge, Mobile**		**Blakeley, Mobile**		**Saraland, AL**		**Theodore, AL**		**Mobile, AL**		**Andalusia, AL**	
CRUSHED GRAVEL														
ALDOT #467	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #57	No Bid	39.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	40.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE														
ALDOT #467	No Bid	38.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #4	No Bid	38.00	28.00	35.77	No Bid	No Bid	32.50	41.75	No Bid	No Bid	27.99	36.00	No Bid	No Bid
ALDOT #57	No Bid	No Bid	28.00	35.77	No Bid	No Bid	32.50	41.75	No Bid	No Bid	27.99	36.00	No Bid	No Bid
ALDOT #67	No Bid	38.50	No Bid	No Bid	No Bid	No Bid	32.50	41.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	39.00	No Bid	No Bid	No Bid	No Bid	32.50	41.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #89	No Bid	39.50	35.00	42.77	No Bid	No Bid	32.50	41.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #8910	No Bid	37.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	14.00	26.50
CRUSHED RIP-RAP & GABION														
ALDOT CLASS 1	No Bid	39.25	44.00	51.77	No Bid	No Bid	49.00	59.25	No Bid	No Bid	46.00	54.00	25.00	38.00
ALDOT CLASS 2	No Bid	38.50	44.00	51.77	No Bid	No Bid	49.00	59.25	No Bid	No Bid	No Bid	No Bid	25.00	38.00
ALDOT CLASS 3	No Bid	No Bid	44.00	51.77	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	26.00	40.00
ALDOT 3X6 GABION STONE	No Bid	37.00	44.00	51.77	No Bid	No Bid	49.00	59.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED CONCRETE PROD.														
2" X 0 BASE	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6" x 2" COBBLES	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
RUBBLE RIP-RAP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE BASE														
825-A	No Bid	36.00	26.00	33.77	No Bid	No Bid	32.00	41.75	No Bid	No Bid	26.00	34.00	No Bid	No Bid
825-B	No Bid	36.00	No Bid	No Bid	23.75	31.52	32.00	41.25	26.00	39.25	26.00	34.00	14.00	26.50
2" MINUS SCREENED LIMESTONE														
2" MINUS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	6.00	18.00
WHITE SAND - WASHED	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Supply Locations	Supply Locations	Supply Locations	Supply Locations	Supply Locations
Martin Marietta - Calera, AL	Pride - Mobile, AL	Maylene - Saraland, AL	Winn Materials	Brooklyn Limestone -
Hard Rock - Titus, AL	SACTUN - Mobile, AL	O'Neal - Saraland, AL	Lafarge Three Rivers Quarry	Andalusia, AL
Dunn - Saginaw, AL		Bahama - Theodore, AL	N. Montgomery Materials	
Dunn - Longview, AL				

Low Bid Price is highlighted in yellow

Location and transportation cost to the County was used in determining the prime bidder.

CRUSHED AGGREGATES BID WG21-05
AREA 200
Award Listing
Effective 1/19/2021 through 1/19/2022

	Stephens Trucking Company, Inc.		Vulcan Materials Company, Inc.				Martin Marietta Materials, Inc.				Graestone Aggregates, LLC		C.R. Pate Logging, Inc.	
	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY
Plant or Yard Location for Pick-up Only	**N/A**		**Bay Bridge, Mobile**		**Blakeley, Mobile**		**Saraland, AL**		**Theodore, AL**		**Mobile, AL**		**Andalusia, AL**	
CRUSHED GRAVEL														
ALDOT #467	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #57	No Bid	41.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	42.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE														
ALDOT #467	No Bid	41.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #4	No Bid	40.00	28.00	35.00	No Bid	No Bid	32.50	41.00	No Bid	No Bid	27.99	38.00	No Bid	No Bid
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ALDOT #67	No Bid	40.50	No Bid	No Bid	No Bid	No Bid	32.50	41.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	41.00	No Bid	No Bid	No Bid	No Bid	32.50	41.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #89	No Bid	41.50	35.00	42.00	No Bid	No Bid	32.50	41.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #8910	No Bid	39.50	No Bid	No Bid	No Bid	No Bid	32.50	41.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	14.00	29.50
CRUSHED RIP-RAP & GABION														
ALDOT CLASS 1	No Bid	41.25	44.00	51.00	No Bid	No Bid	49.00	58.50	No Bid	No Bid	46.00	56.00	25.00	39.00
ALDOT CLASS 2	No Bid	40.50	44.00	51.00	No Bid	No Bid	49.00	58.50	No Bid	No Bid	46.00	56.00	25.00	39.00
ALDOT CLASS 3	No Bid	No Bid	44.00	51.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	25.00	42.00
ALDOT 3X6 GABION STONE	No Bid	39.00	44.00	51.00	No Bid	No Bid	49.00	58.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED CONCRETE PROD.														
2" X 0 BASE	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6" x 2" COBBLES	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
RUBBLE RIP-RAP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE BASE														
825-A	No Bid	38.00	26.00	33.00	No Bid	No Bid	32.00	40.50	No Bid	No Bid	26.00	36.00	No Bid	No Bid
825-B	No Bid	38.00	No Bid	No Bid	23.75	30.75	32.00	40.50	25.50	36.25	26.00	36.00	14.00	28.00
2" MINUS SCREENED LIMESTONE														
2" MINUS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	6.00	20.50
WHITE SAND - WASHED	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Supply Locations	Supply Locations	Supply Locations	Supply Locations	Supply Locations
Martin Marietta - Calera, AL	Pride - Mobile, AL	Maylene - Saraland, AL	Winn Materials	Brooklyn Limestone -
Hard Rock - Titus, AL	SACTUN - Mobile, AL	O'Neal - Saraland, AL	Lafarge Three Rivers Quarry	Andalusia, AL
Dunn - Saginaw, AL		Bahama - Theodore, AL	N. Montgomery Materials	
Dunn - Longview, AL				

Low Bid Price is highlighted in yellow

Location and transportation cost to the County was used in determining the prime bidder.

CRUSHED AGGREGATES BID WG21-05
AREA 300
Award Listing
Effective 1/19/2021 through 1/19/2022

	Stephens Trucking Company, Inc.		Vulcan Materials Company, Inc.				Martin Marietta Materials, Inc.				Graestone Aggregates, LLC		C.R. Pate Logging, Inc.	
	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY
Plant or Yard Location for Pick-up Only	**N/A**		**Bay Bridge, Mobile**		**Blakeley, Mobile**		**Saraland, AL**		**Theodore, AL**		**Mobile, AL**		**Andalusia, AL**	
CRUSHED GRAVEL														
ALDOT #467	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #57	No Bid	43.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	44.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE														
ALDOT #467	No Bid	43.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #4	No Bid	42.00	28.00	36.50	No Bid	No Bid	32.50	43.25	No Bid	No Bid	27.99	42.00	No Bid	No Bid
ALDOT #57	No Bid	No Bid	28.00	36.50	No Bid	No Bid	32.50	43.25	No Bid	No Bid	27.99	42.00	No Bid	No Bid
ALDOT #67	No Bid	42.50	No Bid	No Bid	No Bid	No Bid	32.50	43.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	43.00	No Bid	No Bid	No Bid	No Bid	32.50	43.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #89	No Bid	43.00	35.00	43.50	No Bid	No Bid	32.50	43.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #8910	No Bid	41.50	No Bid	No Bid	No Bid	No Bid	32.50	43.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	14.00	30.50
CRUSHED RIP-RAP & GABION														
ALDOT CLASS 1	No Bid	43.25	44.00	52.50	No Bid	No Bid	49.00	60.75	No Bid	No Bid	46.00	50.00	25.00	41.00
ALDOT CLASS 2	No Bid	42.50	44.00	52.50	No Bid	No Bid	49.00	60.75	No Bid	No Bid	46.00	50.00	25.00	41.00
ALDOT CLASS 3	No Bid	No Bid	44.00	52.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	25.00	44.00
ALDOT 3X6 GABION STONE	No Bid	41.00	44.00	52.50	No Bid	No Bid	49.00	60.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED CONCRETE PROD.														
2" X 0 BASE	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6" x 2" COBBLES	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
RUBBLE RIP-RAP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE BASE														
825-A	No Bid	40.00	26.00	34.50	No Bid	No Bid	32.00	42.50	No Bid	No Bid	26.00	40.00	No Bid	No Bid
825-B	No Bid	40.00	No Bid	No Bid	23.75	32.25	32.00	42.50	25.50	36.25	26.00	40.00	14.00	30.00
2" MINUS SCREENED LIMESTONE														
2" MINUS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	6.00	22.50
WHITE SAND - WASHED	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Supply Locations	Supply Locations	Supply Locations	Supply Locations	Supply Locations
Martin Marietta - Calera, AL	Pride - Mobile, AL	Maylene - Saraland, AL	Winn Materials	Brooklyn Limestone -
Hard Rock - Titus, AL	SACTUN - Mobile, AL	O'Neal - Saraland, AL	Lafarge Three Rivers Quarry	Andalusia, AL
Dunn - Saginaw, AL		Bahama - Theodore, AL	N. Montgomery Materials	
Dunn - Longview, AL				

Low Bid Price is highlighted in yellow

Location and transportation cost to the County was used in determining the prime bidder.

CRUSHED AGGREGATES BID WG21-05
AREA 100
Bid Tabulation

	Stephens Trucking Company, Inc.		Vulcan Materials Company, Inc.				Martin Marietta Materials, Inc.				Graestone Aggregates, LLC		C.R. Pate Logging, Inc.	
	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY
Plant or Yard Location for Pick-up Only	**N/A**		**Bay Bridge, Mobile**		**Blakeley, Mobile**		**Saraland, AL**		**Theodore, AL**		**Mobile, AL**		**Andalusia, AL**	
CRUSHED GRAVEL														
ALDOT #467	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #57	No Bid	39.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	40.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE														
ALDOT #467	No Bid	38.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #4	No Bid	38.00	28.00	35.77	No Bid	No Bid	32.50	41.75	No Bid	No Bid	27.99	36.00	No Bid	No Bid
ALDOT #57	No Bid	No Bid	28.00	35.77	No Bid	No Bid	32.50	41.75	No Bid	No Bid	27.99	36.00	No Bid	No Bid
ALDOT #67	No Bid	38.50	No Bid	No Bid	No Bid	No Bid	32.50	41.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	39.00	No Bid	No Bid	No Bid	No Bid	32.50	41.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #89	No Bid	39.50	35.00	42.77	No Bid	No Bid	32.50	41.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #8910	No Bid	37.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	14.00	26.50
CRUSHED RIP-RAP & GABION														
ALDOT CLASS 1	No Bid	39.25	44.00	51.77	No Bid	No Bid	49.00	59.25	No Bid	No Bid	46.00	54.00	25.00	38.00
ALDOT CLASS 2	No Bid	38.50	44.00	51.77	No Bid	No Bid	49.00	59.25	No Bid	No Bid	No Bid	No Bid	25.00	38.00
ALDOT CLASS 3	No Bid	No Bid	44.00	51.77	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	26.00	40.00
ALDOT 3X6 GABION STONE	No Bid	37.00	44.00	51.77	No Bid	No Bid	49.00	59.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED CONCRETE PROD.														
2" X 0 BASE	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6" x 2" COBBLES	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
RUBBLE RIP-RAP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE BASE														
825-A	No Bid	36.00	26.00	33.77	No Bid	No Bid	32.00	41.75	No Bid	No Bid	26.00	34.00	No Bid	No Bid
825-B	No Bid	36.00	No Bid	No Bid	23.75	31.52	32.00	41.25	26.00	39.25	26.00	34.00	14.00	26.50
2" MINUS SCREENED LIMESTONE														
2" MINUS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	6.00	18.00
WHITE SAND - WASHED	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Supply Locations	Supply Locations	Supply Locations	Supply Locations	Supply Locations
Martin Marietta - Calera, AL	Pride - Mobile, AL	Maylene - Saraland, AL	Winn Materials	Brooklyn Limestone -
Hard Rock - Titus, AL	SACTUN - Mobile, AL	O'Neal - Saraland, AL	Lafarge Three Rivers Quarry	Andalusia, AL
Dunn - Saginaw, AL		Bahama - Theodore, AL	N. Montgomery Materials	
Dunn - Longview, AL				

CRUSHED AGGREGATES BID WG21-05
AREA 200
Bid Tabulation

	Stephens Trucking Company, Inc.		Vulcan Materials Company, Inc.				Martin Marietta Materials, Inc.				Graestone Aggregates, LLC		C.R. Pate Logging, Inc.	
	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY
Plant or Yard Location for Pick-up Only	**N/A**		**Bay Bridge, Mobile**		**Blakeley, Mobile**		**Saraland, AL**		**Theodore, AL**		**Mobile, AL**		**Andalusia, AL**	
CRUSHED GRAVEL														
ALDOT #467	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #57	No Bid	41.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	42.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE														
ALDOT #467	No Bid	41.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #4	No Bid	40.00	28.00	35.00	No Bid	No Bid	32.50	41.00	No Bid	No Bid	27.99	38.00	No Bid	No Bid
ALDOT #57	No Bid	No Bid	28.00	35.00	No Bid	No Bid	32.50	41.00	No Bid	No Bid	27.99	38.00	No Bid	No Bid
ALDOT #67	No Bid	40.50	No Bid	No Bid	No Bid	No Bid	32.50	41.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	41.00	No Bid	No Bid	No Bid	No Bid	32.50	41.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #89	No Bid	41.50	35.00	42.00	No Bid	No Bid	32.50	41.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #8910	No Bid	39.50	No Bid	No Bid	No Bid	No Bid	32.50	41.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	14.00	29.50
CRUSHED RIP-RAP & GABION														
ALDOT CLASS 1	No Bid	41.25	44.00	51.00	No Bid	No Bid	49.00	58.50	No Bid	No Bid	46.00	56.00	25.00	39.00
ALDOT CLASS 2	No Bid	40.50	44.00	51.00	No Bid	No Bid	49.00	58.50	No Bid	No Bid	46.00	56.00	25.00	39.00
ALDOT CLASS 3	No Bid	No Bid	44.00	51.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	25.00	42.00
ALDOT 3X6 GABION STONE	No Bid	39.00	44.00	51.00	No Bid	No Bid	49.00	58.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED CONCRETE PROD.														
2" X 0 BASE	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6" x 2" COBBLES	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
RUBBLE RIP-RAP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE BASE														
825-A	No Bid	38.00	26.00	33.00	No Bid	No Bid	32.00	40.50	No Bid	No Bid	26.00	36.00	No Bid	No Bid
825-B	No Bid	38.00	No Bid	No Bid	23.75	30.75	32.00	40.50	25.50	36.25	26.00	36.00	14.00	28.00
2" MINUS SCREENED LIMESTONE														
2" MINUS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	6.00	20.50
WHITE SAND - WASHED	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Supply Locations	Supply Locations	Supply Locations	Supply Locations	Supply Locations
Martin Marietta - Calera, AL	Pride - Mobile, AL	Maylene - Saraland, AL	Winn Materials	Brooklyn Limestone -
Hard Rock - Titus, AL	SACTUN - Mobile, AL	O'Neal - Saraland, AL	Lafarge Three Rivers Quarry	Andalusia, AL
Dunn - Saginaw, AL		Bahama - Theodore, AL	N. Montgomery Materials	
Dunn - Longview, AL				

CRUSHED AGGREGATES BID WG21-05
AREA 300
Bid Tabulation

	Stephens Trucking Company, Inc.		Vulcan Materials Company, Inc.				Martin Marietta Materials, Inc.				Graestone Aggregates, LLC		C.R. Pate Logging, Inc.	
	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY	PICK-UP	DELIVERY
Plant or Yard Location for Pick-up Only	**N/A**		**Bay Bridge, Mobile**		**Blakeley, Mobile**		**Saraland, AL**		**Theodore, AL**		**Mobile, AL**		**Andalusia, AL**	
CRUSHED GRAVEL														
ALDOT #467	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #57	No Bid	43.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	44.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE														
ALDOT #467	No Bid	43.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #4	No Bid	42.00	28.00	36.50	No Bid	No Bid	32.50	43.25	No Bid	No Bid	27.99	42.00	No Bid	No Bid
ALDOT #57	No Bid	No Bid	28.00	36.50	No Bid	No Bid	32.50	43.25	No Bid	No Bid	27.99	42.00	No Bid	No Bid
ALDOT #67	No Bid	42.50	No Bid	No Bid	No Bid	No Bid	32.50	43.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #78	No Bid	43.00	No Bid	No Bid	No Bid	No Bid	32.50	43.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #89	No Bid	43.00	35.00	43.50	No Bid	No Bid	32.50	43.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #8910	No Bid	41.50	No Bid	No Bid	No Bid	No Bid	32.50	43.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ALDOT #5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	14.00	30.50
CRUSHED RIP-RAP & GABION														
ALDOT CLASS 1	No Bid	43.25	44.00	52.50	No Bid	No Bid	49.00	60.75	No Bid	No Bid	46.00	50.00	25.00	41.00
ALDOT CLASS 2	No Bid	42.50	44.00	52.50	No Bid	No Bid	49.00	60.75	No Bid	No Bid	46.00	50.00	25.00	41.00
ALDOT CLASS 3	No Bid	No Bid	44.00	52.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	25.00	44.00
ALDOT 3X6 GABION STONE	No Bid	41.00	44.00	52.50	No Bid	No Bid	49.00	60.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED CONCRETE PROD.														
2" X 0 BASE	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6" x 2" COBBLES	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
RUBBLE RIP-RAP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRUSHED LIMESTONE BASE														
825-A	No Bid	40.00	26.00	34.50	No Bid	No Bid	32.00	42.50	No Bid	No Bid	26.00	40.00	No Bid	No Bid
825-B	No Bid	40.00	No Bid	No Bid	23.75	32.25	32.00	42.50	25.50	36.25	26.00	40.00	14.00	30.00
2" MINUS SCREENED LIMESTONE														
2" MINUS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	6.00	22.50
WHITE SAND - WASHED	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Supply Locations	Supply Locations	Supply Locations	Supply Locations	Supply Locations
Martin Marietta - Calera, AL	Pride - Mobile, AL	Maylene - Saraland, AL	Winn Materials	Brooklyn Limestone -
Hard Rock - Titus, AL	SACTUN - Mobile, AL	O'Neal - Saraland, AL	Lafarge Three Rivers Quarry	Andalusia, AL
Dunn - Saginaw, AL		Bahama - Theodore, AL	N. Montgomery Materials	
Dunn - Longview, AL				

Baldwin County Commission

Agenda Action Form

File #: 21-0344, **Version:** 1 **Item #:** BE5

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG21-06 - Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission

STAFF RECOMMENDATION
Award the bid for the Provision of Fence Installation and Repair on County Right-of-Ways to the lowest bidder, Warriner Construction as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract is effective immediately upon the same date as its full execution for twelve (12) months).

BACKGROUND INFORMATION

Previous Commission action/date:
11/17/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Fence Installation and Repair on County Right-of-Ways; 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 December 22, 2020 at 1:30 p.m. Three (3) bids were received. Staff recommends the Commission award the bid to the lowest bidder, Warriner Construction as per the attached Award Listing for the Provision of Fence Installation and Repair on County Right-of-Ways. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: Variable Highway Budgets

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/19/2021

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 #WG21-06 Award Listing

Provision of Fence Installation & Repair on County Right-of-Ways

Effective Date: 01/19/2021 thorugh 01/19/2022

BIDDER:	**Warriner Construction**		
Delivered F.O.B. Baldwin County			
Chain Link Industrial Fence 4' High (Without Barbed Wire)	$ 13.75	L.F.	
Chain Link Industrial Fence 5' High (Without Barbed Wire)	$ 15.75	L.F.	
Chain Link Industrial Fence 6' High (Without Barbed Wire)	$ 17.25	L.F.	
Chain Link Industrial Fence 6' High (With Barbed Wire)	$ 19.00	L.F.	
Woven Wire Fence with Wooden Line Posts 5' High (Without Barbed Wire)	$ 10.00	L.F.	
Woven Wire Fence with Metal Line Posts 5' High (Without Barbed Wire)	$ 8.00	L.F.	
Woven Wire Fence with Wooden Line Posts 4' High (Without Barbed Wire)	$ 8.00	L.F.	
Woven Wire Fence with Metal Line Posts 4' High (Without Barbed Wire)	$ 7.00	L.F.	
Barbed Wire Fence with Wooden Line Posts (4 Strands)	$ 5.75	L.F.	
Barbed Wire Fence with Metal Line Posts (4 Strands)	$ 4.75	L.F.	
Barbed Wire Fence with Wooden Line Posts (5 Strands)	$ 6.00	L.F.	
Barbed Wire Fence with Metal Line Posts (5 Strands)	$ 5.00	L.F.	
Wooden Privacy Fence 8' High	$ 35.00	L.F.	
Hourly Labor Rate	$ 80.00	/Hour	

COMPETITIVE BID #WG21-06 Bid Tabulation

Provision of Fence Installation & Repair on County Right-of-Ways

BIDDER:	**Warriner Construction**	
Delivered F.O.B. Baldwin County		
Chain Link Industrial Fence 4' High (Without Barbed Wire)	$ 13.75	L.F.
Chain Link Industrial Fence 5' High (Without Barbed Wire)	$ 15.75	L.F.
Chain Link Industrial Fence 6' High (Without Barbed Wire)	$ 17.25	L.F.
Chain Link Industrial Fence 6' High (With Barbed Wire)	$ 19.00	L.F.
Woven Wire Fence with Wooden Line Posts 5' High (Without Barbed Wire)	$ 10.00	L.F.
Woven Wire Fence with Metal Line Posts 5' High (Without Barbed Wire)	$ 8.00	L.F.
Woven Wire Fence with Wooden Line Posts 4' High (Without Barbed Wire)	$ 8.00	L.F.
Woven Wire Fence with Metal Line Posts 4' High (Without Barbed Wire)	$ 7.00	L.F.
Barbed Wire Fence with Wooden Line Posts (4 Strands)	$ 5.75	L.F.
Barbed Wire Fence with Metal Line Posts (4 Strands)	$ 4.75	L.F.
Barbed Wire Fence with Wooden Line Posts (5 Strands)	$ 6.00	L.F.
Barbed Wire Fence with Metal Line Posts (5 Strands)	$ 5.00	L.F.
Wooden Privacy Fence 8' High	$ 35.00	L.F.
Hourly Labor Rate	$ 80.00	/Hour
TOTAL	$ 155.25	
Requirement: Insurance	Yes	

BIDDER:	**S & S Construction Services, LLC**	
Delivered F.O.B. Baldwin County		
Chain Link Industrial Fence 4' High (Without Barbed Wire)	$ 12.00	L.F.
Chain Link Industrial Fence 5' High (Without Barbed Wire)	$ 14.00	L.F.
Chain Link Industrial Fence 6' High (Without Barbed Wire)	$ 16.00	L.F.
Chain Link Industrial Fence 6' High (With Barbed Wire)	$ 18.00	L.F.
Woven Wire Fence with Wooden Line Posts 5' High (Without Barbed Wire)	$ 11.00	L.F.
Woven Wire Fence with Metal Line Posts 5' High (Without Barbed Wire)	$ 12.00	L.F.
Woven Wire Fence with Wooden Line Posts 4' High (Without Barbed Wire)	$ 10.00	L.F.
Woven Wire Fence with Metal Line Posts 4' High (Without Barbed Wire)	$ 10.00	L.F.
Barbed Wire Fence with Wooden Line Posts (4 Strands)	$ 10.00	L.F.
Barbed Wire Fence with Metal Line Posts (4 Strands)	$ 12.00	L.F.
Barbed Wire Fence with Wooden Line Posts (5 Strands)	$ 10.00	L.F.
Barbed Wire Fence with Metal Line Posts (5 Strands)	$ 14.00	L.F.
Wooden Privacy Fence 8' High	$ 30.00	L.F.
Hourly Labor Rate	$ 125.00	/Hour
TOTAL	$ 179.00	
Requirement: Insurance	Yes	

BIDDER:	**Harris and Company LLC**	
Delivered F.O.B. Baldwin County		
Chain Link Industrial Fence 4' High (Without Barbed Wire)	$ 16.50	L.F.
Chain Link Industrial Fence 5' High (Without Barbed Wire)	$ 22.00	L.F.
Chain Link Industrial Fence 6' High (Without Barbed Wire)	$ 29.00	L.F.
Chain Link Industrial Fence 6' High (With Barbed Wire)	$ 35.00	L.F.
Woven Wire Fence with Wooden Line Posts 5' High (Without Barbed Wire)	$ 17.25	L.F.
Woven Wire Fence with Metal Line Posts 5' High (Without Barbed Wire)	$ 14.50	L.F.
Woven Wire Fence with Wooden Line Posts 4' High (Without Barbed Wire)	$ 11.85	L.F.
Woven Wire Fence with Metal Line Posts 4' High (Without Barbed Wire)	$ 9.25	L.F.
Barbed Wire Fence with Wooden Line Posts (4 Strands)	$ 7.85	L.F.
Barbed Wire Fence with Metal Line Posts (4 Strands)	$ 6.25	L.F.
Barbed Wire Fence with Wooden Line Posts (5 Strands)	$ 8.50	L.F.
Barbed Wire Fence with Metal Line Posts (5 Strands)	$ 7.50	L.F.
Wooden Privacy Fence 8' High	$ 40.00	L.F.
Hourly Labor Rate	$ 385.00	/Hour
TOTAL	$ 225.45	
Requirement: Insurance	Yes	

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Wednesday, November 17, 2020, the COUNTY authorized staff to solicit bids for the Provision of Fence Installation and Repair on County Right-of-Ways; and

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

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

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

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER: Warriner Construction

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

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

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

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

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

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

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

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

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not

affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: Warriner Construction
13390 Norris Lane
Foley, Alabama
Attn: Tim Warriner

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid #WG21-06",** the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG21-06– Provision of Fence Installation and Repair on County Right-of-Ways 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 Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid As shown on **"Attachment A".** Said compensation shall be all inclusive, including without limitation, reimbursement of all 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) twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

an additional insured. This indemnification shall survive the expiration of this Contract.

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

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

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

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

COUNTY:

_____ /

JOE DAVIS, III, Chairman /Date

ATTEST:

_____ /

WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2021.

_____

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Warriner Construction

_____/ _____

By _____/ Date

Its _____

State of Alabama)

County of Baldwin)

I, _____ , a Notary Public in and for said County and State, hereby certify that _____ as _____ of Warriner Construction, 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 Warriner Construction.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

_____

Notary Public
My Commission Expires

"ATTACHMENT A"

BID #WG21-06 RESPONSE FORM
Provision of Fence Installation & Repair
Page 1 of 2

Date: 12-20-2020

Out of State _____ (Yes) or X (No) If yes, _____ (Registration Number)

Company Name: Warriner Construction

Address: 13390 Norris Lane
Foley, AL 36535

Company Rep. Tim Warriner
(Rep. Name Typed or Printed)

Position: Owner

Email address: CATTlemanTJW at Gmail.Com

Phone: 251-609-1226

Fax: _____

BID #WG21-06 RESPONSE FORM
Provision of Fence Installation & Repair

DELIVERED F.O.B. BALDWIN COUNTY

Chain Link Industrial Fence 4' High (Without Barbed Wire)	$ 13.75	L.F.
Chain Link Industrial Fence 5' High (Without Barbed Wire)	$ 15.75	L.F.
Chain Link Industrial Fence 6' High (Without Barbed Wire)	$ 17.25	L.F.
Chain Link Industrial Fence 6' High (With Barbed Wire)	$ 19.00	L.F.
Woven Wire Fence with Wooden Line Posts 5' High (Without Barbed Wire)	$ 10.00	L.F.
Woven Wire Fence with Metal Line Posts 5' High (Without Barbed Wire)	$ 8.00	L.F.
Woven Wire Fence with Wooden Line Posts 4' High (Without Barbed Wire)	$ 8.00	L.F.
Woven Wire Fence with Metal Line Posts 4' High (Without Barbed Wire)	$ 7.00	L.F.
Barbed Wire Fence with Wooden Line Posts (4 Strands)	$ 5.75	L.F.
Barbed Wire Fence with Metal Line Posts (4 Strands)	$ 4.75	L.F.
Barbed Wire Fence with Wooden Line Posts (5 Strands)	$ 6.00	L.F.
Barbed Wire Fence with Metal Line Posts (5 Strands)	$ 5.00	L.F.
Wooden Privacy Fence 8' High	$ 35.00	L.F.
Hourly Labor Rate	$ 80.00	/Hour

Baldwin County Commission

Agenda Action Form

File #: 21-0372, **Version:** 1 **Item #:** BE6

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE
Competitive Bid #WG21-07 - Provision of Pavement Markers and Bituminous Adhesive for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) **Reject** the bids received and authorize the Purchasing Director to **re-bid** for the provision of pavement markers and bituminous adhesive because both bids received contained errors; 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:
11/17/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the provision of pavement markers and bituminous adhesive; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were opened in the Purchasing Conference Room on January 4, 2021 at 1:30 p. m. Two (2) bids were received. One (1) of the bids did not adhere to the bid specifications by not providing all-inclusive bid amounts. The other bid contained pricing errors. Staff recommends the Commission reject the bids and authorize the Purchasing Director to re-bid for the provision of pavement markers and bituminous adhesive.

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: 01/19/2021

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; mail bids

Additional instructions/notes: N/A

BID #WG21-07A SPECIFICATIONS
PAVEMENT MARKERS & BITUMINOUS ADHESIVE

Test reports shall be furnished when requested.

All pavement markers shall comply with the latest edition of the Alabama Highway Department Standard Specifications sections 705 and 882.

Adhesives shall comply with the latest edition of the Alabama Highway Department Standard Specifications section 882. Bituminous adhesive used to affix permanent pavement markers to the pavement shall be one of those listed in List V-2 of the Department's manual "Materials, Sources, and Devices with Special Acceptance Requirements."

The adhesive used to affix the temporary markers to the pavement shall be any suitable type of adhesive for the intended purpose, except that in those locations where the markers will be required to be removed, the adhesive shall be a type that will allow for the complete removal of the marker without scarring or disfiguring the pavement.

Separate response pages are provided for: 1. Delivery of the products to Baldwin County at **22220 West Blvd, Silverhill, AL, 36576**, and 2. For Baldwin County to pick-up the products from the supplier's warehouse. Amounts bid shall be all-inclusive. No additional charges, including, but not limited to, labor, delivery, shipping, etc. may be added to the bid amounts.

- Reflective Class "A" Type 1-A Mono- directional white reflector face with the marker body other than the reflector face shall be white, silver white or a neutral color. (The size will be 4"x4")

- Reflective Class "A" Type 1-B Mono- directional yellow reflector face with the marker body other than the reflector face shall be yellow in color. (The size will be 4"x4")

- Reflective Class "A" Type 2-A Bi- directional 2 white reflector faces with marker body other than the reflector faces shall be of a white, silver white, or a neutral color. (The size will be 4"x4")

- Reflective Class "A" Type 2-B Bi- directional 1 white reflector and 1 yellow face with marker body other than the reflector faces shall be of a white, silver white, or neutral color, or may be ½ yellow on the side with the yellow reflector and ½ white, silver white, or a neutral color on the side with the white reflector. (The size will be 4"x4")

- Reflective Class "A" Type 2-C Bi- directional 1 White reflector and 1 red reflector face with the marker body other than the reflector faces shall be of a white, silver white, or a neutral color or may be 1/2 red on the side with the red reflector and 1/2 white, silver white or a neutral color on the side with the white reflector. (The size will be 4"x4")

- Reflective Class "A" Type 2-D Bi- directional 2 yellow reflector faces with the marker body other than the reflective faces yellow in color. (The size will be 4"x4")

- Reflective Class “A” Type 2-E Bi- directional 1 yellow reflector and 1 red reflector faces shall be yellow in color or may be ½ red on the side with the red reflector and ½ yellow on the side with the yellow reflector. (The size will be 4”x4”)

- Reflective Class “A-H” Type 1-A Mono- directional white reflector face with the marker body other than the reflector face shall be white, silver white or a neutral color. (The size will be 4”x4”)

- Reflective Class “A-H” Type 1-B Mono- directional yellow reflector face with the marker body other than the reflector face shall be yellow in color. (The size will be 4”x4”)

- Reflective Class “A-H” Type 2-A Bi- directional 2 white reflector faces with marker body other than the reflector faces shall be of a white, silver white, or a neutral color. (The size will be 4”x4”)

- Reflective Class “A-H” Type 2-B Bi- directional 1 white reflector and 1 yellow face with marker body other than the reflector faces shall be of a white, silver white, or neutral color, or may be ½ yellow on the side with the yellow reflector and ½ white, silver white, or a neutral color on the side with the white reflector. (The size will be 4”x4”)

- Reflective Class “A-H” Type 2-C Bi- directional 1 White reflector and 1 red reflector face with the marker body other than the reflector faces shall be of a white, silver white, or a neutral color or may be 1/2 red on the side with the red reflector and 1/2 white, silver white or a neutral color on the side with the white reflector. (The size will be 4”x4”)

- Reflective Class “A-H” Type 2-D Bi- directional 2 yellow reflector faces with the marker body other than the reflective faces yellow in color. (The size will be 4”x4”)

- Reflective Class “A” Type 2-E Bi- directional 1 yellow reflector and 1 red reflector faces shall be yellow in color or may be ½ red on the side with the red reflector and ½ yellow on the side with the yellow reflector. (The size will be 4”x4”)

- Reflective Class C Temporary Mono-directional

    - 1-A 1 white reflector face
    - 1-B 1 yellow reflector face

- Reflective Class C Temporary Mono-directional
    - 2-A 2 white reflectors faces
    - 2-B 1 white and 1 yellow reflector face
    - 2-C 1 white and 1 red reflector face
    - 2-D 2 yellow reflector faces
    - 2-E 1 yellow and 1 red reflector

- Fire-Lite Hydrant Spotter-Blue Marker Class A-H type 2 (The size will be 4”x4”)

BID #WG21-07A RESPONSE FORM
Provision of Pavement Markers and Bituminous Adhesive

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 _____
Yes No
If yes, must attach a copy of the financing agreement and all conditions to this response form.

_____
Financing Agency Authorized Signature

DELIVERY to Baldwin County Highway: 22220 West Blvd, Silverhill, AL 36576
*Amounts bid shall be all-inclusive. Additional charges may not be added.

PAVEMENT MARKERS

	Quantity per Order (Markers)		
Class A	**1-100**	**101-1000**	**1001-5000**
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class A-H Abrasion Resistant Lens Surface	**1-100**	**101-1000**	**1001-5000**
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class C Temporary Markers	**1-100**	**101-1000**	**1001-5000**
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class A-H Fire-Lite Hydrant Spotter-Blue Marker	**1-100**	**101-1000**	**1001-5000**
Type 2			

BITUMINOUS ADHESIVE

	Quantity per Order (Gallons)			
PAVEMENT MARKER ADHESIVE	**1/2 gal**	**1-20 gal**	**21-50 gal**	**51-150 gal**
TEMPORARY MARKERS ADHESIVE	**1/2 gal**	**1-20 gal**	**21-50 gal**	**51-150 gal**

PICK-UP by Baldwin County from Supplier's Warehouse

Warehouse Location:_____

PAVEMENT MARKERS

	Quantity per Order (Markers)		
Class A	**1-100**	**101-1000**	**1001-5000**
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class A-H Abrasion Resistant Lens Surface	**1-100**	**101-1000**	**1001-5000**
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class C Temporary Markers	**1-100**	**101-1000**	**1001-5000**
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class A-H Fire-Lite Hydrant Spotter-Blue Marker	**1-100**	**101-1000**	**1001-5000**
Type 2			

BITUMINOUS ADHESIVE

	Quantity per Order (Gallons)			
PAVEMENT MARKER ADHESIVE	**1/2 gal**	**1-20 gal**	**21-50 gal**	**51-150 gal**
TEMPORARY MARKERS ADHESIVE	**1/2 gal**	**1-20 gal**	**21-50 gal**	**51-150 gal**

Baldwin County Commission

Agenda Action Form

File #: 21-0346, **Version:** 1 **Item #:** BE7

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Request of Proposals (RFP) for Unify Telecommunications Maintenance and Support Services for the Baldwin County Commission

STAFF RECOMMENDATION
Approve the attached Request for Proposals (RFP) for Unify Telecommunications Maintenance and Support Services and authorize the Purchasing Director to advertise the RFP.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff is requesting that the Commission approve the attached solicitation for professional services for telecommunications maintenance and support services. The current Contract is set to expire, and we need to have a new Contract in place to maintain support for our current VOIP telephone system. The backbone of the Baldwin County Commission's Telecommunications System is supported by (1) Unify Openscape 4000 version 8R2, (1) Xpression voicemail system version 7 and (1) Openscape Contact Center version 9. These systems provide service to all departments and staff of the Baldwin County Commission as well as external customers of the Commission covering 15 locations. The Baldwin County Commission is seeking a Unify Authorized Channel Partner as a service provider that will perform the maintenance and technical support requirements of the County's Unify Openscape 4000, Xpression Voicemail and Openscape Contact Center systems outside of the day-to-day service that Communications and Information Systems (CIS) staff provides.

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: 01/19/2021

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 RFPs

Additional instructions/notes: N/A

Request for Proposals

Unify Telecommunications Maintenance and Support for the Baldwin County Commission

SCOPE OF WORK AND TECHNICAL REQUIREMENTS TELECOMMUNICATIONS MAINTENANCE AND SUPPORT

1. Background

The backbone of the Baldwin County Commission's Telecommunications System is supported by (1) Unify Openscape 4000 version 8R2, (1) Xpression voicemail system version 7 and (1) Openscape Contact Center version 9. These systems provide service to all departments and staff of the Baldwin County Commission as well as external customers of the Commission. The Baldwin County Commission has a 5-digit dialing plan throughout the 15 locations of the system.

2. Requested Services

The Baldwin County Commission is seeking a Unify Authorized Channel Partner as a service provider that will perform the day-to-day maintenance and technical support requirements of the County's Unify Openscape 4000, Xpression Voicemail and Openscape Contact Center systems. The following Unify platforms will be covered under this maintenance and support contract.

I. Unify Openscape 4000 phone platform Version 8 R2

Technical Specifications:

- (2) Openscape 4000 Eco Servers
  - Processor A
  - Processor B
- (1) APE Backup unit
- (18) Remote IPDA Shelves
- (2) Branch Servers
- (2) Openscape Personal Edition Licenses
- (480) Analog Ports
- (1140) STMI2 Ports
- (16) STMD3 Ports
- (216) DIU2 Ports
- (48) DIUT2 Ports
- (600) SLMO Ports
- (24) TMDNH Ports
- (16) TMC16 Ports

II. Openscape Contact Center (OSCC) Version 9

Technical Specifications:

- (8) Manager License
- (63) Agent Desktop License
- (1) Associate Desktop License
- (1,500) SDK RTM License
- (3) Web Collaboration License

III. Openscape Xpression Voicemail version 7

Technical Specifications:

- Version 7 release 1.5.0
- (8) port BRI
- (1122) Mailbox License
- (433) Unified Messaging License

3. Customer Service and Support

Baldwin County Commission provides a high-quality of service to all that utilize the system. Therefore, it is imperative that the telecommunications systems be as uninterrupted as possible. Should any loss of service or problems occur, a service representative of the maintenance and support provider shall be available as required within the Request for Proposals specifications.

The maintenance and support should include the following:

- Maintain most current software release on all systems
- 24 x 7 Availability
- Toll Free Number
- Web-based Reporting and Problem Tracking
- Escalation table and process
- All service technicians must be Unify certified

4. Maintenance and Support Services Plan Requirements for all Unify Systems

Major Corrective Maintenance Response Time

- Phone support from provider within 30-minutes.
- 4-hour on-site response when 20% or more of the system is affected or a 24-hour critical facility is down.

Support Levels

- Unify Software Support SSP
- Level 1 – Live handoff to engineer
- Level 2 - Phone support from provider within 30 minutes
- Level 3 – Remote and/or Onsite response within twenty-four hours of initial call.
- Level 2 and 3 support to include all major, minor, patches and hotfixes

System and Database Backups

- The maintenance and support provider shall perform a full system and database backup prior to making any changes to the PBX.
- System software shall be backed-up by the vendor every quarter and the database once every 30 days or prior to and after a change.

Preventive Maintenance

Maintenance and support provider shall coordinate with CIS personnel to schedule and provide quarterly preventive maintenance visits.

Hardware Replacement

Replace all hardware that is not operational within 24 hours using only OEM equipment. This time frame includes having the part as well as the technician on site to take care of the issue (s). (I.E. Line/trunk failure, software/database failure, Parts Order, System Alarms, Partial/total systems failure, and replacement parts for normal wear and tear. If it is deemed necessary to replace any hardware covered by this maintenance agreement all hardware and shipping cost will be included in this agreement and at no additional cost to Baldwin County.

Real-Time Alarm Monitoring

The maintenance and support provider chosen must proactively monitor all systems for service-related issues and notify Baldwin County Commission CIS Department promptly.

Technical Assistance Center (TACT)

Baldwin County Commission CIS staff will have the ability to contact your TACT Center that will be able to assist us in a professional timely manner remotely or on-site for all issues related to any system stated in this bid.

Customer Participation

- Baldwin County Commission will replace/repair all desktop telephone units at its own expense.

Disaster Recovery

- Maintenance and support provider will attempt to restore limited basic service or greater within (72) hours of request.
- Second, by providing an interim telephone equipment solution (one cabinet).
- Final step, the vendor will begin shipping all of the components of the system within (72) hours or sooner where applicable.
- The maintenance and support provider will begin to replicate 100% functionality to the initial system that was in place prior to the disaster.

5. Upgrade of software to most current stable version

Successful bidder must bring all systems to current version and releases. This will include any labor and hardware required.

VENDOR PROPOSAL SUBMISSION PROCEDURES

Submission Procedures, Requirements

One (1) original and three (3) copies of the proposal must be received by the County prior to **3:00 P.M., (Central Standard Time) on Friday, February 12, 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 Director, at wgautney@baldwincountyal.gov no later than **3:00 P. M., Central Standard Time, on Tuesday, February 9, 2021.**

Prime Vendor Responsibilities

Vendor will assume responsibility for delivery of services and application performance, regardless whether or not the Vendor subcontracts any of these items and services. The Vendor 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. Vendor will be totally responsible for all obligations outlined under this RFP.

Guarantee/Performance Bond

A **performance bond in one hundred percent (100%) of the total amount of the project** will be provided prior to any work beginning. Proof of bonding ability for this project must be submitted with the RFP Response.

Power of Attorney

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Hold Harmless Provision

The vendor shall at all times indemnify and save harmless the County and its Departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

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 that the fact they

are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website http://www.gpoaccess.gov/index.html Code of Federal Regulations.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All 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.

Contractors and Subcontractors and Insurance

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has not been 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

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability $500,000.00 per occurrence bodily injury and property damage; $5,000 per person medical payments or medical expense; $500,000.00 per occurrence bodily injury and property damage; $5,000 per person medical payments or medical expense; $500,000.00 personal and advertising injury; $50,000.00 fire damage (any one firm); $1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

Award

The County reserves and in its sole discretion may exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- To reject any proposals if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP as stated, the Vendor does not meet the qualifications set forth in the RFP, or it is otherwise in the County's best interest to do so.

- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Vendors for negotiation and to cancel this RFP with or without issuing another RFP.

- To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the County's best interest to do so.

- To request that some or all of the Vendors modify proposals based upon the County's review and evaluation.

- To require a Vendor to give an oral presentation and/or product demonstration to the County after submittal of the RFP. Actions by the County in this regard should not be construed to imply acceptance or rejection of a proposal. The County will contact the Vendor's primary contact with further instructions should the County decide to request a presentation/demonstration.

It is the County's intent to award the bid to one Vendor.

Alternate or equals will not be accepted.

Contract Period

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2022 and 2023), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2021 contract with its intent to extend the contract. The prices for 2021 shall also apply to the extension period(s).

Vendor Proposal Response Form

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Submitting Proposal: _____

Address: _____

_____

Contact Person: _____

Office Telephone: _____

Email: _____

_____
Printed name & title of person submitting proposal:

_____
Signature of person submitting proposal:

Response should include total annual cost of hardware, maintenance and support as listed in attached Scope of Work. No alternate variations will be excepted.

Annual Cost: _____

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL 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 services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

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

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

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

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

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

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

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

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

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

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

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

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER:

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 Unify Telecommunications Maintenance and Support for the Baldwin County Commission".

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

XX. 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) twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

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

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

COUNTY

_____
JOE DAVIS, III / Date
Chairman

ATTEST:

_____
WAYNE DYESS / Date
County Administrator

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the _____ day of _____, 2021.

_____
Notary Public
My Commission Expires

PROVIDER:

Insert Provider Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

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 #: 21-0332, **Version:** 1 **Item #:** BE8

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Shelby Middleton, Audit Compliance Officer

ITEM TITLE
Resolution #2021-040 - Severe Weather Preparedness Tax Holiday 2021

STAFF RECOMMENDATION
Adopt Resolution #2021-040 of the Baldwin County Commission which exempts items in conformity with the provisions in §40-23-230 through §40-23-233 Code of Alabama (1975) (Act No. 2012-256), from all County Sales and Use Taxes with said exemption commencing at 12:01 a.m. on the last Friday in February 2021, (February 26, 2021) and expiring at midnight on the following Sunday in February 2021 (February 28, 2021).

BACKGROUND INFORMATION

Previous Commission action/date: December 17, 2019

Background: The Baldwin County Commission adopted a similar resolution (#2020-022) on December 17, 2019, for the 2020 Severe Weather Preparedness Tax Holiday for the last full weekend of February 21-23, 2020.

On April 26, 2012, the State Legislature passed and Governor Bentley signed Act 2012-256 exempting certain “covered items” from the State Sales and Use Tax during the first full weekend of July 2012 and commencing at 12:01 a.m. on Friday, July 6, 2012 and ending at twelve midnight on July 8, 2012.

The attached resolution meets the requirements of §40-23-233.

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: Deadline to submit certified copy of the Resolution #2021-040 to Alabama Department of Revenue: January 26, 2021.

Individual(s) responsible for follow up: Administrative Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administrative Staff to send correspondence and Resolution #2021-040 to the following:

Alabama Department of Revenue
ATTN: Laura Reese, Room 4138
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

Cc: Heather Gwynn, Sales & Use Tax Coordinator/File

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2021-040
OF THE
BALDWIN COUNTY COMMISSION

PROVIDING FOR THE EXEMPTION OF CERTAIN COVERED ITEMS AS DEFINED IN CODE OF ALABAMA, 1975, AS AMENDED, SECTIONS 40-23-230 THROUGH 40-23-233 FROM THE PAYMENT OF COUNTY SALES AND USE TAX FOR THE LAST FULL WEEKEND IN FEBRUARY, 2020, AS AUTHORIZED BY CODE OF ALABAMA, 1975, AS AMENDED SECTIONS 40-23-230 THROUGH 40-23-233.

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, Code of Alabama, 1975, as amended, Sections 40-23-230 through 40-23-233, provides for the exemption of certain covered items from State sales and use tax during the last full weekend in February, and the last full weekend of February of each subsequent year; and furthermore, Section 40-23-233 authorizes any County or Municipality to provide for the exemption of certain covered items from local sales and use tax during the last full weekend in February, by a resolution or ordinance adopted at least thirty (30) days prior to the last full weekend of February, and

WHEREAS, the Code of Alabama, 1975, amended, Section 40-23-230 through 40-23-233 are commonly known as a "Severe Weather Preparedness Tax Holiday" in the State of Alabama, said "Severe Weather Preparedness Tax Holiday" commencing at 12:01 a.m. on the Friday of the last full weekend in February and the last full weekend of February each subsequent year of each year and expiring at twelve midnight the following Sunday; and

WHEREAS, in 2021, the last full weekend in February remains February 26-28, 2021; and

WHEREAS, the Baldwin County Commission is desirous to provide for said "Severe Weather Preparedness Tax Holiday" to exempt covered items defined in Code of Alabama, 1975, as amended, Sections 40-23-230 through 40-23-233 from all County sales and use taxes for the last full weekend in February 2021; and

WHEREAS, today's regular meeting of the Baldwin County Commission, held on January 19, 2021, is at least thirty (30) days prior to the last full weekend in February, 2021; now therefore;

BE IT RESOLVED, BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority provided in Code of Alabama, 1975, as amended, Section 40-23-230 through 40-23-233, the Baldwin County Commission, by and through this resolution, hereby exempts certain covered items defined in the Code of Alabama, 1975, as amended, Sections 40-23-230 through 40-23-233 from all County sales and use taxes with said exemption commencing at 12:01 a.m. on the last Friday in February, 2021 (February 26, 2021) and expiring at twelve midnight on the following Sunday in February, 2021 (February 28, 2021).

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 19th day of January, 2021.

_____
Joe Davis, III, Chairman

ATTEST:

_____
Wayne Dyess, County Administrator

810-6-3-.66 Sales Tax Holiday for Severe Weather Preparedness

(1) Beginning at 12:01 a.m. on Friday, July 6, 2012, and ending at twelve midnight on Sunday, July 8, 2012, a sales tax holiday is enacted pursuant to Act No. 2012-256, whereby no state sales or use tax is due on "covered items" as defined herein. For each year thereafter, the sales tax holiday begins at 12:01 a.m. on the Friday of the last full weekend in February and ends at twelve midnight the following Sunday. This sales tax holiday is referred to as the Severe Weather Preparedness Sales Tax Holiday.

(2) Pursuant to Act No. 2012-256**,** any county or municipality may, by resolution or ordinance adopted at least 14 days prior to July 6, 2012 and at least 30 days prior to the last full weekend of February in subsequent years, provide for the exemption of "covered items" from county or municipal sales or use taxes during the same time period, under the same terms, conditions, and definitions as provided in this rule for the state sales tax holiday. A county or municipality is prohibited from providing for a sales and use tax exemption during any period other than concurrently with a state sales tax holiday. A participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the 2012 holiday and at least 30 days prior to the holiday in subsequent years. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Sales Tax Holiday and issue a current publication of the list on its website.

(3) “Covered items” include the following selling for $60 or less per item:

(a) Any package of AAA-cell, AA-cell, C-cell, D-cell, 6-volt, or 9-volt batteries, excluding coin batteries and automobile and boat batteries;

(b) Any cellular phone battery or cellular phone charger;

(c) Any portable self-powered or battery-powered radio, two-way radio, weatherband radio, or NOAA weather radio;

(d) Any portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks;

(e) Any tarpaulin, plastic sheeting, plastic drop cloths or other flexible, waterproof sheeting;

(f) Any ground anchor system, such as bungee cords or rope, or tie-down kit;

(g) Any duct tape;

(h) Any plywood, window film or other materials specifically designed to protect window openings;

(i) Any non-electric food storage cooler or water storage container;

(Continued)

810-6-3-.66. (Continued)

(j) Any non-electric can opener;

(k) Any artificial ice, blue ice, ice packs, or reusable ice;

(l) Any self-contained first aid kit;

(m) Any fire extinguisher, smoke detector or carbon monoxide detector; and,

(n) Any gas or diesel fuel tank or container.

(4) "Covered items" also includes any portable generator and power cords used to provide light or communications or preserve food in the event of a power outage selling for $1,000 or less per item.

(5) Covered items are exempt only if the individual item is priced at or below the established threshold for the exemption. Exemption for only a portion of an individual item is not allowed. The following example illustrates the application of the rule to the exemption:

(a) A customer purchases a generator for $1800. Tax is due on the entire $1800. The exemption does not apply to the first $1000 of the price of a generator selling for more than $1000.

(6) Splitting of items normally sold together. To qualify for the exemption, items normally sold in pairs shall not be separated, and articles that are normally sold as a single unit must continue to be sold in that manner.

(7) "Buy one, get one free" and other similar offers. If a dealer offers "buy one, get one free" or "two for the price of one" on covered items, the purchase shall qualify for the exemption when all other conditions of the exemption are met. However, if a dealer offers a "buy one, get one for a reduced price" the two prices cannot be averaged to qualify both items for the exemption.

(8) Discounts, coupons, and rebates. A discount by the seller reduces the sales price of the item and the discounted sales price determines whether the sales price is within the sales tax holiday price threshold. A coupon that reduces the sales price is treated as a discount if the seller is not reimbursed for the coupon amount by a third-party. If a discount applies to the total amount paid by a purchaser rather than to the sales price of a particular item and the purchaser has purchased both eligible property and taxable property, the seller should allocate the discount based on the total sales prices of the taxable property compared to the total sales prices of all property sold in that same transaction. The application of the exemption to discounts, coupons and rebates extended on a covered item during the exemption period is illustrated by the following examples:

(Continued)

810-6-3-.66. (Continued)

(a) If a dealer offers to sell a portable radio with a sales price of $70 at a discount of 20 percent at the time of sale, the exemption would apply because the actual sales price of the radio is $56.

(b) If a dealer offers a reduction in sales price of $100.00 through a store coupon for a portable generator with a sales price of $1100.00, the exemption would apply to the purchase because the dealer's actual sales price to the customer is $1000.00.

(c) If a customer gives to a dealer a manufacturer's coupon for $100.00 for a portable generator with a sales price of $1100.00, the exemption would not apply.

(d) Rebates generally occur after the sale, thus the amount of the rebate does not affect the sales price of the purchased item. For example, if a portable generator was purchased for $1,100.00 with a manufacturer's rebate for $100.00, the exemption would not apply because the sales price is in excess of $1,000.00.

(9) Exchanges. The application of the exemption to an exchange of a covered item purchased during the exemption period is illustrated by the following examples:

(a) A customer purchases a covered item during the exemption period, but later exchanges the item for a similar item of a different size, color, or other feature at the same price and the original sale is not cancelled. No additional tax is due even though the exchange is made after the exemption period.

(b) A customer purchases a covered item during the exemption period. After the exemption period has ended, the customer returns the item and receives credit on the purchase of a different item and the original sale is cancelled. Sales tax is due on the total sales price of the newly purchased item.

(c) A customer purchases a covered item before the exemption period. During the exemption period the customer returns the item and receives credit on the purchase of a different covered item and the original sale is cancelled. Sales tax is not due on the sale of the new item if the new item is purchased during the exemption period.

(10) Layaway sales. A layaway sale is a transaction in which articles are set aside for future delivery to a purchaser who makes a deposit, agrees to pay the balance of the sales price over a period of time, and, at the end of the payment period, receives the merchandise. A sale of a covered item under a layaway sale will qualify for the exemption when final payment on the layaway order is made by, and the item is given to, the purchaser during the exemption period; or when title to the covered item transfers to the purchaser and delivery is made to the purchaser during the exemption period. A sale made by completion of transfer of title after the exemption period shall not qualify for the exemption.

(Continued)

810-6-3-.66. (Continued)

(11) Rain checks. A rain check allows a customer to purchase an item at a certain price at a later time because the particular item was out of stock. Covered items purchased during the exemption period with the use of a rain check will qualify for the exemption regardless of when the rain check was issued. Issuance of a rain check during the exemption period will not qualify a covered item for the exemption if the item is actually purchased after the exemption period.

(12) Mail, telephone, e-mail, and Internet sales. The sale of a covered item qualifies for exemption when sold through the mail, telephone, e-mail or Internet when the item is paid for and delivered to the customer during the exemption period; or when title to the covered item transfers to the purchaser and delivery is made to the purchaser during the exemption period. Pursuant to Section 40-23-1(a)(5), the sale of an item is not closed or completed until the time and place where delivery occurs to the purchaser after the act of transportation ends and the item comes to rest in this state for use or consumption. Covered items that are pre-ordered and delivered to the customer during the exemption period qualify for the exemption.

(13) Gift certificates and gift cards. Covered items purchased during the exemption period using a gift certificate or gift card will qualify for the exemption, regardless of when the gift certificate or gift card was purchased. Covered items purchased after the exemption period using a gift certificate or gift card are taxable even if the gift certificate or gift card was purchased during the exemption period. A gift certificate or gift card cannot be used to reduce the selling price of a covered item in order for the item to qualify for the exemption.

(14) Returns. For a 60 day period immediately after the sales tax holiday exemption period, when a customer returns an item that would qualify for the exemption, no credit for or refund of sales tax shall be given unless the customer provides a receipt or invoice that shows tax was paid, or the seller has sufficient documentation to show that tax was paid on the specific item. This 60 day period is set solely for the purpose of designating a time period during which the customer must provide documentation that shows that sales tax was paid on returned merchandise. The 60 day period is not intended to change a seller's policy on the time period during which the seller will accept returns.

(15) Different time zones. The time zone of the purchaser's location determines the authorized time period for a sales tax holiday when the purchaser is located in one time zone and a seller is located in another.

(16) Records. The retailer is not required to obtain an exemption certificate on sales of covered items during the exemption period. However, the retailer's records should clearly identify the type of item sold, the date on which the item was sold, the sales price of all items and, if applicable, any tax charged.

(Continued)

810-6-3-.66. (Continued)

(17) Reporting Exempt Sales. No special reporting procedures are necessary to report exempt sales on covered items made during the exemption period. Exempt sales are to be included in the Gross Sales Amount and in the Deductions amount reported on the state and local returns. Taxable sales and exempt transactions should be reported as currently required by law.

(18) Transportation Charges.

(a) Where delivery is made by common carrier or the U.S. Postal Service, the transportation charge, if billed as a separate item and paid directly or indirectly by the purchaser, is excluded from the sales price of the covered item. Transportation charges made by any other means are included as part of the sales price of the covered item, whether or not separately stated. Transportation charges are not separately stated if included with other charges and billed as "shipping and handling" or "postage and handling."

(b) "Shipping and handling" or "postage and handling" charges are included as part of the sales price of the covered item, whether or not separately stated. If multiple items are shipped on a single invoice, to determine if any covered items qualify for the exemption for purposes of determining a sales tax holiday price threshold, the shipping and handling charge or postage and handling charge must be proportionately allocated to each item ordered, and separately identified on the invoice.

(19) This rule shall become effective immediately.

(Sections 40-2A-7(a)(5), 40-23-31, 40-23-83, Code of Alabama 1975; Act 2012-256. Emergency Rule filed May 2, 2012, Permanent Rule effective September 13, 2012)

ACT NO. 2012-256

HB436

137901-4

By Representative Poole

RFD: Ways and Means Education

First Read: 28-FEB-12



ENROLLED, An Act,

To exempt certain covered items from the state sales and use tax during the first full weekend in July in 2012 and the last full weekend of February in subsequent years; to authorize any county or city to exempt certain covered items from local sales and use taxes; and to prohibit a county or municipality from providing for a sales and use tax exemption during any period, other than the first full weekend in July in 2012 and the last full weekend of February in subsequent years, that is not designated as a sales tax holiday.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. (a) As used in this section, the term "covered items" includes the following selling for $60 or less per item:

(1) Any package of AAA-cell, AA cell, C-cell, D-cell 6-volt, or 9-volt batteries, excluding coin batteries and automobile and boat batteries;

(2) Any cellular phone battery or cellular phone charger;

(3) Any portable self-powered or battery-powered radio, two-way radio, weatherband radio, or NOAA weather radio;

(4) Any portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks;

(5) Any tarpaulin, plastic sheeting, plastic drop cloths or other flexible, waterproof sheeting;

(6) Any ground anchor system, such as bungee cords or rope, or tie-down kit;

(7) Any duct tape;

~~(8) Any plywood,~~ (8) Any plywood, window film or other materials specifically designed to protect window openings;

(9) Any non-electric food storage cooler or water storage container;

(10) Any non-electric can opener;

(11) Any artificial ice, blue ice, ice packs, or reusable ice;

(12) Any self-contained first aid kit;

(13) Any fire extinguisher, smoke detector or carbon monoxide detector; and

(14) Any gas or diesel fuel tank or container.

(b) The term "covered items" also includes the following selling for $1,000 or less per item:

(1) Any portable generator and power cords used to provide light or communications or preserve food in the event of a power outage.

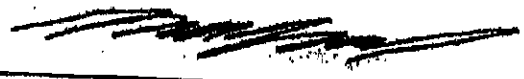
Section 2. Purchases of covered items, as defined herein, are exempted from ~~paying~~ the state sales and use tax during the period from 12:01 a.m. on the ~~last~~ first Friday in ~~April~~ July in 2012 and ending at twelve midnight the following Sunday. In subsequent years, purchases of covered items are exempted from ~~paying~~ state sales and use tax during the period from 12:01 a.m. on Friday of the last full weekend in February and ending at twelve midnight the following Sunday. Items normally sold in pairs or packages shall not be separated to qualify for the exemption provided for in this act.

Section 3. The Commissioner of the Department of Revenue shall promulgate any rules necessary to implement and administer this section including, but not limited to, a list of those articles and items qualifying for the exemption pursuant to this act, that do not conflict with the Streamlined Sales and Use Tax Agreement.

Section 4. Any county or municipality may, by resolution or ordinance adopted at least ~~30~~ 14 days prior to the ~~last~~ first full weekend of ~~April~~ July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years, provide for the exemption of covered items from paying county or municipal sales and use taxes during a period commencing at 12:01 a.m. on the ~~last~~ first Friday in ~~April~~ July in 2012, and the Friday of the last full weekend of February in subsequent years, and ending at twelve midnight

the following Sunday under the same terms, conditions, and definitions as provided for the state sales tax holiday. Notwithstanding the foregoing, a county or municipality is prohibited from providing such an exemption during any other period of the year that is not designated as a sales tax holiday.

Section 5. This act shall become effective immediately following its passage and approval by the Governor, or its otherwise becoming law.



Speaker of the House of Representatives

Kay Ivey

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in and was passed by the House 17-APR-12, as amended.

Greg Pappas
Clerk

Senate	26-APR-12	Amended and Passed
House	26-APR-12	Concurred in Senate Amendment

APPROVED April 26, 2012
TIME 4:45 PM
Robert Bentley
GOVERNOR

Alabama Secretary Of State

Act Num....: 2012-256
Bill Num...: H-436

Recv'd 04/26/12 05:12pmJJB

ISOR
Dale

PONSORS

HOUSE ACTION

I HEREBY CERTIFY THAT THE RESOLUTION AS REQUIRED IN SECTION C OF ACT NO. 81-889 WAS ADOPTED AND IS ATTACHED TO THE BILL, H.B. 436

YEAS 97 NAYS 0

GREG PAPPAS, Clerk

I HEREBY CERTIFY THAT THE NOTICE & PROOF IS ATTACHED TO THE BILL, H.B. _____ AS REQUIRED IN THE GENERAL ACTS OF ALABAMA, 1975 ACT NO. 919.

GREG PAPPAS, Clerk

CONFERENCE COMMITTEE

House Conferees _____

_____

_____

SENATE ACTION

DATE: 2 20__

RD 1 RFD 4-4

This Bill was referred to the Standing Committee of the Senate on

4-4

and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report w/amend(s) 1 w/sub ____ by a vote of yeas 5 nays 0 abstain ____

this 19 day of April 2012

Chairperson

DATE: 4-19 20__

RF FAV RD 2 CAL

DATE: 20__

RE-REFERRED ☐ RE-COMMITTED ☐

Committee _____

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 436.

YEAS 28 NAYS 0

PATRICK HARRIS, Secretary

SENATE ACTION
(Continued)

DATE: 4-26-12 RD 3 at l

PASSED ☐ | PASSED AS AMENDED

YEAS 28 NAYS 0

And was ordered returned forthwith to the H

PATRICK HA

Sec

DATE:

INDEFINITELY POSTPONED YEAS NA

DATE:

RECONSIDERED YEAS NA

CONFERENCE COMMITTEE

Senate Conferees _____

_____

_____

This bill having been referred to the Commi
Rules pursuant to Senate Rule 23 is reporte
Senate for assignment to the Committee on:

_____

This _____ day of _____, 20

_____, **Chair**

Date: _____

Rereferred

Committee: _____

Section 40-23-230

Definitions.

(a) As used in this article, the term covered items includes the following selling for $60 or less per item:

(1) Any package of AAA-cell, AA-cell, C-cell, D-cell, 6-volt, or 9-volt batteries, excluding coin batteries and automobile and boat batteries.

(2) Any cellular phone battery or cellular phone charger.

(3) Any portable self-powered or battery-powered radio, two-way radio, weatherband radio, or NOAA weather radio.

(4) Any portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks.

(5) Any tarpaulin, plastic sheeting, plastic drop cloths or other flexible, waterproof sheeting.

(6) Any ground anchor system, such as bungee cords or rope, or tie-down kit.

(7) Any duct tape.

(8) Any plywood, window film, or other materials specifically designed to protect window openings.

(9) Any non-electric food storage cooler or water storage container.

(10) Any non-electric can opener.

(11) Any artificial ice, blue ice, ice packs, or reusable ice.

(12) Any self-contained first aid kit.

(13) Any fire extinguisher, smoke detector or carbon monoxide detector.

(14) Any gas or diesel fuel tank or container.

(b) The term covered items also includes any portable generator and power cords used to provide light or communications or preserve food in the event of a power outage selling for $1,000 or less per item.

(Act 2012-256, p. 492, §1.)

Section 40-23-231

Tax exemption on covered items.

Purchases of covered items, as defined herein, are exempted from the state sales and use tax during the period from 12:01 a.m. on the first Friday in July in 2012 and ending at twelve midnight the following Sunday. In subsequent years, purchases of covered items are exempted from state sales and use tax during the period from 12:01 a.m. on Friday of the last full weekend in February and ending at twelve midnight the following Sunday. Items normally sold in pairs or packages shall not be separated to qualify for the exemption provided for in this article.

(Act 2012-256, p. 492, §2.)

Section 40-23-232

Rules and regulations.

The Commissioner of the Department of Revenue shall promulgate any rules necessary to implement and administer this article including, but not limited to, a list of those articles and items qualifying for the exemption pursuant to this article, that do not conflict with the Streamlined Sales and Use Tax Agreement.

(Act 2012-256, p. 492, §3.)

Section 40-23-233

County and municipal exemptions authorized.

Any county or municipality may, by resolution or ordinance adopted at least 14 days prior to the first full weekend of July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years, provide for the exemption of covered items from paying county or municipal sales and use taxes during a period commencing at 12:01 a.m. on the first Friday in July in 2012, and the Friday of the last full weekend of February in subsequent years, and ending at twelve midnight the following Sunday under the same terms, conditions, and definitions as provided for the state sales tax holiday. Notwithstanding the foregoing, a county or municipality is prohibited from providing such an exemption during any other period of the year that is not designated as a sales tax holiday.

(Act 2012-256, p. 492, §4.)

Alabama Department of Revenue

www.revenue.alabama.gov

2021 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY

Alabama will hold its 10th annual Severe Weather Preparedness Sales Tax Holiday, beginning Friday, February 26, 2021 at 12:01 a.m. and ending Sunday, February 28, 2021 at 12 midnight, giving shoppers the opportunity to purchase certain severe weather preparedness items free of state sales tax. Local sales tax may apply.

For more information, contact us 8:00 a.m. – 5:00 p.m., CST
Monday through Friday
334-242-1490 or 866-576-6531

COVERED ITEMS - $60 or Less, per ITEM		
EXEMPT:		
• AAA-cell batteries AA-cell batteries C-cell batteries D-cell batteries 6-volt batteries 9-volt batteries • Cellular phone battery • Cellular phone charger • Portable self-powered or battery-powered radio, two-way radio, weatherband radio or NOAA weather radio • Portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks	• Tarpaulin • Plastic sheeting • Plastic drop cloths • Other flexible, waterproof sheeting • Ground anchor system, such as bungee cords or rope, or tie-down kit • Duct tape • Plywood, window film or other materials specifically designed to protect window coverings • Non-electric food storage cooler or water storage container • Non-electric can opener	• Artificial ice • Blue ice • Ice packs • Reusable ice • Self-contained first aid kit • Fire extinguisher • Smoke detector • Carbon monoxide detector • Gas or Diesel fuel tank or container
TAXABLE:		
• Coin batteries • Automobile and boat batteries		

A single purchase with a sales price of $1000 or Less
EXEMPT:
Any portable generator and power cords – used to provide light or communications or preserve food in the event of a power outage.

OFFICE OF THE SUPERINTENDENT

Eddie Tyler, M.Ed., Superintendent
2600-A North Hand Avenue
Bay Minette, AL 36507
E-Mail: etyler@bcbe.org

TEL: 251-937-0308
FAX: 251-580-1856

December 17, 2020

Mr. Wayne Dyess
County Administrator
Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507

Dear Mr. Dyess:

I am submitting this letter of support for the "2021 Weather Preparedness" Sales Tax Holiday to the Baldwin County Commission on behalf of the Baldwin County Public Schools. Baldwin County Public Schools rely heavily upon sales tax revenue, but has supported the Sales Tax Holiday for Baldwin County since its inception.

Baldwin County Public Schools supports this "2021 Weather Preparedness" Sales Tax Holiday, scheduled for February 26-29, 2021, in order to provide a needed benefit to our parents and to our employees. The parents of our students are so willing to assist our schools in many ways through fundraising, which provides much needed financial support to our schools. This is one small way that we can provide support back to them and honor them for their commitment to our schools.

Thank you for your continued support of Baldwin County Public Schools.

Sincerely,

Eddie Tyler, M.Ed.
Superintendent

lc

cc John Wilson, CSFO

GULF SHORES
CITY SCHOOLS

January 4, 2021

Mr. Wayne Dyess, County Administrator
Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507

Mr. Dyess,

Gulf Shores City Schools Board of Education is submitting this letter to Baldwin County Commission in support for the Sales Tax Holiday. We understand the needed benefit that this Sales Tax Holiday provides our community.

Thank you for your support of the Gulf Shores City Schools Board of Education.

Sincerely,

Dr. Matthew Akin
Superintendent

300 E 16th Ave. | Gulf Shores, AL 36542 | 251.968.9873 | www.gsboe.org
P.O. Box 3908 Gulf Shores, AL 36547

Baldwin County Commission

Agenda Action Form

File #: 21-0402, **Version:** 1 **Item #:** BF1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Eddie Harper, Building Official
Submitted by: Mindy Smith, Permit Administrator

ITEM TITLE
Resolution #2021-043 - Amending Resolution #2017-036 related to Naming Roads/Streets - Revision of BCC Policy #4.3 - Road Name Policy

STAFF RECOMMENDATION
Take the following actions:

1) Adopt Resolution #2021-043, which amends Resolution #2017-036, for the purpose of transferring approval authority for the naming of streets to the Baldwin County Emergency Communication District (E911) and the Baldwin County Highway Department; and

2) Adopt the revised Baldwin County Commission Policy #4.3 - Road Name Policy and incorporate the revised policy into the Baldwin County Policies and Procedures Book.

BACKGROUND INFORMATION

Previous Commission action/date: Resolution #2017-036 was adopted on 12/06/2016 and Policy #4.3 was most recently adopted on 03/17/2009.

Background: Currently, the Baldwin County Building Inspection Department is responsible for naming roads. Resolution #2021-043 provides that E911 will assume the responsibility for naming roads with the consent of the County Engineer.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney (drafted by Lauren Collinsworth)

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 update the policy files and books and to provide copies of revised policy #4.3 and signed copies of Resolution #2021-043 to the following:

Eddie Harper, Building Official
Mindy Smith, Permit Administrator
Joey Nunnally, County Engineer
Joby Smith, Director, Baldwin County Emergency Communication District E911, JSmith@baldwin911.org

Additional instructions/notes: N/A

RESOLUTION #2021-043

**AMENDING RESOLUTION #2017-036
OF THE BALDWIN COUNTY COMMISSION
FOR THE PURPOSE OF TRANSFERRING
APPROVAL AUTHORITY FOR THE NAMING OF STREETS
TO THE BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT
("E911")
AND THE BALDWIN COUNTY HIGHWAY DEPARTMENT.**

WHEREAS, the Baldwin County Commission ("Commission") has passed multiple resolutions pertaining to the addresses for and naming of street, road, and other public ways (collectively, "streets"), namely, Resolution #2017-036, Resolution #2006-04, Resolution #95-34, and Resolution #94-28; and

WHEREAS, pursuant to said resolutions, the Commission has consistently maintained that subdivision developers be responsible for naming streets subject to Building Inspection Department approval; and

WHEREAS, the Commission also adopted Policy #4.3, which allows the Baldwin County Building Official to approve road name changes or new road name applications and submit the same to E911 Addressing and/or the Baldwin County Commission for approval; and

WHEREAS, Policy #4.3 also establishes procedures for processing street name applications and authorizes the Building Official to reject any proposed street names that may increase the unauthorized removal of street signs; and

WHEREAS, the Commission also prohibited the use of certain common street names due to over use throughout the county and discouraged the use of personal names consisting of a first name and surname; and

WHEREAS, because the Baldwin County Highway Department is tasked with ordering, installing and replacing street signs, and because it has successfully implemented processes that reduce street sign theft and replacement times, the Building Official has established a custom of consulting with the County Engineer for street name approval; and

WHEREAS, pursuant to the resolutions referenced above, the Commission transferred street addressing responsibility from the Baldwin County Building Inspection Department to E911; and

WHEREAS, the Commission supports the recommendation of the Building Official to also transfer street naming responsibility from the Baldwin County Building Department to E911; and

WHEREAS, in order to maintain the reduction in theft, this transfer of authority shall be subject to the same restrictions as to which names may be used for new streets, or street name changes, as set forth and described more particularly below; and

WHEREAS, because the involvement of the Baldwin County Highway Department is essential to maintain reductions in street sign theft and replacement times, the Commission supports the recommendation by the County Engineer that E911 coordinate and consult with the County Engineer, or his designee, for approval of the naming or renaming of streets.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED, by the Baldwin County Commission, in regular session assembled, that they support the recommendation to transfer approval authority for the naming and renaming of streets from the Baldwin County Building Inspection Department to E911; and

THAT, it is the intent of the Commission that subdivision developers be responsible for naming the new streets subject to approval by E911 after it consults with, and receives approval from, the Baldwin County Engineer or his designee; and

THAT, E911 and County Engineer shall collaborate and adopt necessary policies and procedures to effectuate the intent of this Resolution, including without limitation prohibiting the use of certain common street names due to over use throughout the county.

THAT, unless specifically amended herein, all other provisions of Resolution #2017-036 shall remain in effect.

DONE, AS RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, and under Seal of the County Commission of Baldwin County, Alabama, on this ____ day of _____, 2021.

_____
JOE DAVIS, III
Chairman
Baldwin County Commission

ATTEST:

_____
WAYNE A. DYESS
County Administrator

BALDWIN COUNTY COMMISSION

POLICY #4.3	
Subject	Road Name Policy
Date Adopted	January 19, 2021~~March 17, 2009~~
Agenda Item	~~20-0402 Agenda Item E 25, Minutes pg. 11~~TBD
Obsolete Versions	~~March 17, 2009 Minutes pg. 11~~ May 16, 1995 Minute Book 16, pg. 177-179 October 4, 2005 Minutes pg. 11-13 February 19, 2008 Minutes pg. 26 March 17, 2009 ~~Minutes pg. 11~~TBD

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POLICY STATEMENT

This policy allows the Baldwin County Emergency Communications District ("E911") ~~Building Official~~ to approve a **Road Name Change** or a **New Road Name** in accordance with Resolution #2021-043 dated January 19, 2021.~~application and submit to E911 Addressing and or the Baldwin County Commission for approval as directed by Resolution #2017-036 dated December 6, 2016.~~

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PROCEDURAL REQUIREMENT

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

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~~1.~~ An application is received by E911 ~~the Building Inspection Department. They in turn~~and E911 will verify that all information is correct, ~~and~~ that ~~the~~ all requirements are met, and that the application is processed accordingly.

1.

~~2. If the application is for a **New Road Name** and all requirements have been met, the application is forwarded to E911 Addressing for processing.~~

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2. E911~~The Building Official~~ shall have the authority to reject any proposed New Road Name that in its~~his~~ opinion may increase the unauthorized removal of the road name sign.

3. E911 shall consult with the Baldwin County Engineer, or his designee, for approval of the naming or renaming of roads.

~~3.~~4. If the application is for naming new roads in a subdivision, subdivision developers will be responsible for naming the new roads subject to approval by E911 after E911 consults with, and receives approval from, the Baldwin County Engineer or his designee.

~~4.~~5. If the application is for a **Road Name Change**, the following will apply:

a. E911~~Building Inspection staff~~ receives a request from ~~either E911 Addressing or~~ the Public, maps out the road and verifies all information is correct.

b. A non-refundable processing fee of $105~~0~~0.00 must accompany the application.

~~c.~~ E911 shall consult with the Baldwin County Engineer, or his designee, for approval of the renaming of roads.~~Building Inspection staff presents request to the Baldwin County Commission at a work session. If at the work session there are no issues or questions, the request is then forwarded to the Baldwin County Commission for approval at the next regularly scheduled meeting.~~

c.

d. Once the request is approved by E911 and the Baldwin County Engineer, or his designee, the request and processing fee are forwarded to the Baldwin County Highway Department. The Baldwin County Highway Department will order and install the sign.~~the Baldwin County Commission, the request is forwarded to the Sign Division of The Baldwin County Highway Department for ordering of sign and installation, and a letter sent to E911 Addressing notifying of Road Name Change.~~

~~d.~~

FORMS/ATTACHMENTS/EXHIBITS

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1. Resolution #2021~~17-036~~043___ of the Baldwin County Commission – adopted 01/19/~~20161206~~2021~~0119~~

~~2. New Road Name petition (application) – revised 20161206~~

~~3. Road Name Change petition (application) – revised 20161206~~

BALDWIN COUNTY COMMISSION

POLICY #4.3		
Subject	Road Name Policy	
Date Adopted	January 19, 2021	
Agenda Item	TBD	
Obsolete Versions	May 16, 1995	Minute Book 16, pg. 177-179
	October 4, 2005	Minutes pg. 11-13
	February 19, 2008	Minutes pg. 26
	March 17, 2009	Agenda item E-25, Minutes pg. 11

POLICY STATEMENT

This policy allows the Baldwin County Emergency Communications District ("E911") to approve a **Road Name Change** or a **New Road Name** in accordance with Resolution #2021-043 dated January 19, 2021.

PROCEDURAL REQUIREMENT

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

1. An application is received by E911 and E911 will verify that all information is correct, that all requirements are met, and that the application is processed accordingly.

2. E911 shall have the authority to reject any proposed New Road Name that in its opinion may increase the unauthorized removal of the road name sign.

3. E911 shall consult with the Baldwin County Engineer, or his designee, for approval of the naming or renaming of roads.

4. If the application is for naming new roads in a subdivision, subdivision developers will be responsible for naming the new roads subject to approval by E911 after E911 consults with, and receives approval from, the Baldwin County Engineer or his designee.

5. If the application is for a **Road Name Change**, the following will apply:

    a. E911 receives a request from the Public, maps out the road and verifies all information is correct.

    b. A non-refundable processing fee of $100.00 must accompany the application.

    c. E911 shall consult with the Baldwin County Engineer, or his designee, for approval of the renaming of roads.

    d. Once the request is approved by E911 and the Baldwin County Engineer, or his designee, the request and processing fee are forwarded to the Baldwin County Highway Department. The Baldwin County Highway Department will order and install the sign.

FORMS/ATTACHMENTS/EXHIBITS

1. Resolution #2021-043 of the Baldwin County Commission – adopted 01/19/2021

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2017-036

OF THE BALDWIN COUNTY COMMISSION

AMENDING *RESOLUTION #2006-04 OF THE BALDWIN COUNTY COMMISSION* (ADOPTED OCTOBER 4, 2005, REGULAR MEETING), RELATING TO THE REQUESTING STREET AND ROAD ADDRESSES AS REQUIRED BY THE BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT AND THE BALDWIN COUNTY BUILDING INSPECTION DEPARTMENT.

WHEREAS, The Baldwin County Commission has authorized under Alabama State Enabling Legislation, Act No. 84-369, the establishment of an Emergency Communications District (E-911) the appointment of a governing body to supervise the operations of the Emergency Communications District; and

WHEREAS, to facilitate prompt and efficient response and delivery of emergency services, the Baldwin County Commission has determined that it is in the best interest of the citizens of Baldwin County, that the Building Inspection Department and E-911 Departments be authorized to jointly effect limited, supplemental road name modifications necessary to avoid delay in emergency response without petition or approval of affected residents or owners subject only to Baldwin County Commission approval and certification by E-911 that no change of address will be necessitated by such modification.

BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that they support the recommendations of the Board to transfer County street and road addressing responsibility from the Baldwin County Building Inspection Department to the Baldwin County Emergency Communications District; and

THAT, it is the intent of the Baldwin County Commission that to better serve the citizens of Baldwin County by retaining certain duties of the Building Inspection Department, including that the department maintain the official Mylar maps keeping them current so that the various departments – Zoning, Coastal-Flood, Tax Assessment, Subdivision, Law Enforcement, and other County agencies are better served by access to these maps; and

THAT, it is the intent that the Baldwin County Emergency Communications District assign addresses to all approved and recorded subdivisions; and

THAT, it is the intent that the Baldwin County Emergency Communications District assign addresses to all residential, commercial structures and cemeteries duly recorded and where a legal description tax map number, parcel number is furnished; and

THAT, it is the intent that subdivision developers be responsible for naming streets subject to Building Inspection Department approval; and

THAT, the developer will be responsible for erecting street signs as approved by the Baldwin County Highway Department; and

THAT, the Baldwin County Highway Department will maintain and/or replace standard street signs; and

THAT, it is the intent that private roads having three or more residential and/or commercial structures will be named by the Building Inspection Department and addressed by the Baldwin County Emergency Communications District; and

THAT, roads providing access to cemeteries may be named by the Baldwin County Commission; and

THAT, public roads will be addressed using the County or Federal Highway number; and

THAT, it is the intent that to better serve the citizens all Road Name Changes shall be the responsibility of the Baldwin County Commission and require the signatures of 90% of those affected by the change, including the residences on the road and land owners with property on the road; and

THAT, it is the intent that all expenses for the Road Name Change be paid for in the amount of $50.00 non-refundable prior to being heard before the County Commission; and

THAT, it is the intent that the Baldwin County Emergency Communications District issue addresses to those citizens requesting street or road addresses with due consideration to accessibility for emergency response vehicles; and

THAT, notwithstanding any of the foregoing provisions to the contrary, the Baldwin County Building Inspection and E-911 Department shall be authorized to jointly modify road names if necessary to avoid emergency response delay, without any requirement of petition or approval of affected owners or residents as aforesaid and without requirement of the aforementioned $50.00 fee; provided however, that such modifications shall be supplemental only to the existing road name and shall be additions such as, without limitations, "North", "South", "East", "West", or "Extension", and further provided that Baldwin County Commission approval shall be required for any such modifications, and further provided that E-911 shall certify that any such modification shall not require or necessitate a change of address for affected residents or owners expenses.

FURTHER, AS RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, this instrument (Resolution #2017-036) shall become effective December 6, 2016.

DONE, AS RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, and under the Seal of the County Commission of Baldwin County, Alabama, on this 6th day of December, 2016.

FRANK BURT, JR., Vice Chairman

ATTEST:

RONALD J. CINK, County Administrator/Budget Director

Baldwin County Commission

Agenda Action Form

File #: 21-0334, **Version:** 1 **Item #:** BH1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Brian Peacock, CIS Director
Submitted by: Susan Kilby-Aaron, Business Manager

ITEM TITLE
Harbor Communications Service Agreement - Robertsdale Location

STAFF RECOMMENDATION
Approve and authorize the Chairman to execute a Service Agreement between the Baldwin County Commission and Harbor Communications for symmetric fiber services.

The Service Agreement shall commence on the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use and shall be effective for a 36-month initial term with a monthly recurring discounted rate of $300.00 per month.

Upon expiration of the Initial Term, the Agreement shall automatically renew on the same terms and conditions and at the 12-month pricing for successive one year terms (each one year term, a “Renewal Term”) unless either party notifies the other of its intention to terminate the Agreement at the end of the Initial Term or Renewal Term or unless a subsequent Agreement is entered in to.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: An Agreement with Harbor Communications will provide fiber services, including, but not limited to, local services, data services, long distance, and international toll calls, toll free calls, calling card calls, video programming, and/or any additional features or services ordered by Baldwin County Commission.

The location of fiber (Fiber ES 100 MB) is at Emergency Management Agency (EMA), 23100 McAuliffe Drive, Robertsdale, AL 36567.

FINANCIAL IMPACT

Total cost of recommendation: $10,800.00

Budget line item(s) to be used: 51965.5150

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

LEGAL IMPACT

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

Reviewed/approved by:

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: County Administration Staff to email Agreement to provider for signature, obtain Chairman's signature when returned and email fully executed agreement to CIS department and provider. Susan Kilby to notify Administration when contract goes into effect.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Email fully executed agreement to:
Susan Kilby, CIS Business Manager: skilby@baldwincountyal.gov <mailto:skilby@baldwincountyal.gov>
Kathryn Castell, Market Sales Manager: kcastell@harborcom.com <mailto:kcastell@harborcom.com>

Additional instructions/notes: N/A

Service Agreement

Business ID: [redacted]
Created By: Kathryn Casteel

Harbor COMMUNICATIONS
Always About the Customer!

Customer Information

Name	Baldwin County Commission
Account Number	2385301002

Billing Address

312 Courthouse Square, Suite 11
Bay Minette, AL 36507
USA

Authorized Account Contacts:

Susan L. Kilby
skilby@baldwincountyal.gov
2519370343x2574

Locations and Services

Description	Quantity	Rate	Subtotal
23100 Mcauliffe Dr , Robertsdale, AL 36567 Location			
Fiber ES 100 MB	1	$ 666.67	$ 666.67
Carrier Infrastructure Fee Charge	1	$ 0.00	$ 0.00
36 Month Term Recurring Discount	1	($ 100.00)	($ 100.00)
Manager 36 Month Term Recurring Discount	1	($ 266.67)	($ 266.67)
One-Time Fees			
Monthly Subtotal			**$ 300.00**
One-Time Fee Subtotal			**$ 0.00**

Estimated Final Totals

Description	Subtotal
Monthly Subtotal	$ 300.00
One-Time Fee Subtotal	$ 0.00

* This estimate does not include applicable taxes, inside wiring charges, regulated surcharges and other assessments.

Additional Notes

Services based on symmetric fiber, based on 36 month term and repriced to new monthly rate.

Terms and Conditions

1. This Service Agreement (“Agreement”), together with these Terms and Conditions and applicable tariff and/or price list terms and conditions, contains the entire understanding between you (the “Customer”) and Harbor Communications, LLC (“Harbor” or “the Company”) (collectively referred to as “the parties”) with respect to its subject matter and supersedes any prior oral or written offers or proposals made by Harbor, or its representatives, to the Customer concerning its subject matter. This Agreement is not assignable by Customer, except with Harbor’s express written consent, without which, any such assignment or attempted assignment shall be void. Customer’s Agreement with Harbor is for the provision of Harbor provided services, including, but not limited to, local services, data services, long distance, and international toll calls, toll free calls, calling card calls, video programming, and/or any additional features or services ordered by Customer (the "Service").

2. **Responsibility:** The individual executing this Agreement on behalf of Customer hereby represents and warrants that he or she is duly authorized by all necessary action to execute this Agreement on behalf of Customer. IN THE EVENT THAT YOU ARE NOT AUTHORIZED TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF YOUR BUSINESS/RESIDENCE, YOU AGREE TO BE PERSONALLY RESPONSIBLE FOR THE TERMS OF THIS AGREEMENT. Use of the Services by Customer or any individual authorized by Customer confirms acceptance of the terms and conditions described in this Agreement. Customer acknowledges that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. Customer confirms that all applicable services, products, and rates have been explained to them and that they understand and accept these terms. Customer hereby agrees to assume responsibility for all charges for and adhere to all terms and conditions of the Service as provided under the Agreement and as set forth in the current state/federal tariffs, price lists, pricing guides, and/or as described on Harbor’s website (www.harborcom.com), if no state and/or federal tariff applies, in each case as the same exist or as may be modified from time to time. Customer shall be responsible for all long distance charges, local services and usage charges, provision of data services and private lines, as well as any federal, state, or local assessments, surcharges and/or taxes, administrative and/or recovery charges for federal and/or state funding mechanisms, payphone surcharges, presubscription charges, and other charges related to the Service. Toll Free Calls (billed at $0.055/minute) and International Calls (based on the country rates) are not included in LD Plan. Rates and call timing information, as well as additional terms and conditions that further govern the use of Harbor services, are set forth in the applicable Harbor tariffs, price lists, and/or pricing guides may be obtained by contacting Harbor. Usage charges will be billed in arrears; recurring charges and non-recurring charges will be billed in advance. Customer understands that the rates and the terms and conditions of service may be revised from time to time. These changes, in the case of regulated services, will be filed with the appropriate regulatory agency, and that Harbor will provide notification of these changes in compliance with applicable Public Service Commission rules and regulations. Non-regulated service changes will be posted on the company's website and/or will be provided via bill message, bill insert, or other means of notification. Only an authorized officer of Harbor may agree to modifications to the terms and conditions of the Agreement between the Customer and Harbor.

3. Service and billing shall commence on the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use ("Service Commencement Date"), unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order, in which case the Service Commencement Date is the date of the Customer's acceptance. This Agreement shall continue from the Service Commencement Date for the term stated in the Agreement (“Initial Term”), if any, between Customer and Harbor. Upon expiration of the Initial Term, the Agreement shall automatically renew on the same terms and conditions and at the 12 month pricing for successive one (1) year terms (each one (1) year term, a “Renewal Term”) unless either party notifies the other of its intention to terminate the Agreement at the end of the Initial Term or Renewal Term or unless a subsequent Agreement is entered into.

Notice regarding termination of service shall be in writing and provided to the other party at least ninety-five (95) days prior to expiration of the Initial Term or the Renewal Term, as appropriate. In the event of such notice, the Agreement shall terminate upon the expiration of the Initial Term or Renewal Term, as the case may be. Services may continue on a month-to-month basis after notice of termination, but may be subject to price increase.

4. **Notice of Termination:** Termination notices should be sent in writing at least ninety-five (95) days prior to desired discontinuance date by registered or certified mail, return receipt requested, to Harbor Communications, LLC at 1509 Government Street, Suite 300, Mobile, Alabama 36604; by email to cs@harborcom.com, with confirmed receipt by a Harbor representative; or by facsimile to 1-251-662-1534, with confirmed receipt by a Harbor representative. Customers subscribed to services not subject to a term agreement may also terminate service by calling 1-866-832-7267. Harbor reserves the right to reject a termination request received from any person other than the designated Customer contact(s) listed on the account.

5. When Customer cancels an application for service prior to the initiation of service, Customer will be required to reimburse Company for accrued charges and expenses incurred in installing or preparing to install service, including, but not limited to, waived installation charges or charges in connection with any special construction which may have been required. It is Customer's responsibility to be knowledgeable regarding any and all contractual obligations with previous service provider(s) prior to initiating service with Harbor. Harbor shall not, under any circumstances, be liable or responsible for payment of early termination, disconnection, or cancellation charges assessed by Customer's previous service provider(s) as a result of Customer's breach of contract. Customers with Term Commitments for services who cancel prior to expiration of the Initial or Renewal Term of the Agreement will be responsible, within twenty (20) days of last billing date, for payment of termination liability charges equal to 100% of the remaining contract value plus any incentives and discounts received and/or installation and third party charges waived.

6. All invoices shall be payable upon receipt. Payment will be considered past due if not received twenty (20) days following the date on which the bill was issued. Late payment charges, compounded at 1.5% per month but not to exceed the maximum permitted by applicable state law, will be applied by Harbor to any amount due twenty five (25) days after date of invoice. Additionally, Residential customers and MDU properties (Condos, hotels, apartments, or other multi-tenant facilities) will be assessed a $5.00 fee and businesses are assessed a $10.00 fee for administration of late payment. Failure to pay charges incurred will normally result in Customer's account being placed in the hands of a third party for collection. If the delinquent account is referred to an attorney and/or collection agency, Customer agrees to pay reasonable costs of collection, including reasonable attorney fees and/or collection agency fees. Additionally, Customer waives its right to claim exemption under the laws in the state of Alabama or any other state. Questions, concerns, or disputed charges should be directed to Harbor within thirty (30) days of the date of the invoice or they will be considered accepted by the customer.

7. Customer shall pay any charges at Harbor's normal time and materials rates for installation of or work on any cabling or inside wiring by Harbor in Customer's premises whether required during initial delivery or installation of Service; requested by Customer after initial delivery and installation of Service; or as a result of troubleshooting, maintenance, and repair of Services when trouble is found to be with Customer cabling, inside wiring, or customer-provided equipment. CUSTOMER SHALL DEFEND AND INDEMNIFY HARBOR FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, (INCLUDING REASONABLE ATTORNEYS FEES) ARISING OUT OF THE PURCHASE, POSSESSION, OPERATION, CONDITION, RETURN, USE OR MISUSE OF THE CPE, THE SOFTWARE OR BY OPERATION OF LAW, EXCLUDING, HOWEVER, ANY OF THE FOREGOING RESULTING SOLELY AND DIRECTLY FROM THE NEGLIGENT OR WILLFUL ACTS OF HARBOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON CUSTOMER UNDER UNIFORM COMMERCIAL CODE SECTIONS 2A-303, 2A-401, 2A-402 AND 2A-508 THROUGH 2A-522; PROVIDED, HOWEVER, THAT THE FOREGOING WAIVER WILL, IN NO EVENT, IMPAIR OR DIMINISH ANY RIGHT OR REMEDY OTHERWISE CONFERRED UPON CUSTOMER UNDER THE AGREEMENT.

8. The Service may only be used for lawful and authorized purposes. By accepting this Agreement, Customer agrees not to abuse or improperly or fraudulently use the Service or permit others to do the same. Customer agrees to pay for any and all use of Services, regardless of whether such use was authorized by Customer, and agrees to indemnify Harbor from any claims that are the result of legal actions brought by any person Customer may have allowed to use the Service. Customer will obtain no property right or interest in the use of any specific type of facility, service connection, equipment, number, or code.

9. Harbor reserves the right to promptly refuse, limit the use of, interrupt, or terminate the Service without incurring liability in compliance with Harbor tariffs and/or applicable Public Service Commission rules and regulations (i) for nonpayment of any amounts due, (ii) for provision of insufficient or fraudulent billing information, (iii) for breach if these terms and conditions or violation of applicable laws, rules or regulations, including, without limitation, illegal or fraudulent use or other abuse of the Service, (iv) by reason of an order of a court or governmental authority, (v) if Harbor deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or services, or (vi) for violation of or noncompliance with additional Harbor terms and conditions not specifically detailed herein, but which may be set forth in its tariffs, price lists, pricing guides, and/or on Harbor's website. Termination of the Service by Harbor will not relieve Customer of its obligations under these terms and conditions.

10. The obligation to furnish and to continue to furnish the Service is dependent upon Harbor's ability, without unreasonable expense, to obtain, retain, and maintain access to suitable facilities, agreements with service providers, and governmental authorizations. The Service may be temporarily refused or limited due to capacity limitations or to other circumstances beyond Harbor's control. The Service may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, or repairs.

11. **CPE:** In the event Harbor furnishes Customer Premises Equipment ("CPE") of any sort to Customer for use in connection with the Services, Customer is solely responsible for the security of Harbor-provided CPE and agrees to assume and bear the entire risk of any partial or complete loss, with respect to the CPE, from any and every cause whatsoever. This includes theft, loss, damage (including damage caused by Acts of God, or Force Majeure), destruction or governmental taking, whether or not such loss is covered by insurance or caused by any fault or neglect of Customer. Harbor, through its employees or other repair personnel, will provide maintenance as required to keep CPE rented from Harbor in good operating condition as a result of Customer's normal use. Any manufacturer's warranties or maintenance contracts will be for the benefit of Harbor. Harbor reserves the right to substitute another type of CPE of similar functionality at its discretion. Any substituted CPE or repair and replacement parts may be new or like new. Customer shall provide Harbor or other repair personnel reasonable access to the CPE. If Customer's CPE is so equipped, wireless service within Customer's premise is available to Customer's device only when it is within the operating

range of the CPE. Connection speed is an estimate and is no indication of the speed at which Customer's device or the Service sends or receives data. Actual connection speed will vary based on device configuration, compression, distance, network congestion, interference, and other factors. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur. Harbor may, but does not have to, change or improve the CPE by, among other things, changing or upgrading the 802.11b/g standard. Customers may purchase Harbor's optional CPE Protection Plan; payment of such protection plan shall relieve Customer of liability for Acts of God, including lightning, power surge, fire, wind, flood and earthquake. Damage caused by power surge, fire, flood and/or water damage which is not the result of an Act of God, is specifically excluded from coverage. Customer agrees to give Harbor prompt notice of abandonment and relocation of or loss of or damage to Company-provided CPE. Customer will be charged a minimum fee equal to the current retail sales price for lost or damaged equipment or equipment Harbor is unable to recover from Customer's site upon cancellation or termination of service. Customer understands that if Customer chooses to opt out of the CPE Protection Plan, Customer relinquishes all protections afforded under the Program. The average cost to replace or repair CPE equipment is $1000.

12. **Accounts and Passwords:** Customer is solely responsible for (i) maintaining the confidentiality of any passwords or other Account identifiers that are chosen or are assigned as a result of any registration for the Service, (ii) any and all activities or omissions that occur under such password or Account whether through Customer actions (or inactions) or those of one or more persons utilizing Customer's Account. Customer further agrees to notify Harbor of any unauthorized use of password or Account. If Customer's password or Account is lost or stolen or fraudulently used, then Customer is responsible for all usage incurred before we receive notice providing us with reasonable opportunity to respond to such loss or theft. Additionally, Customer agrees to cooperate in the investigation of fraud or theft and shall provide Harbor with such information and documentation that we may request (including affidavits and police reports). We shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, Customer's failure to comply with this paragraph, the improper use of Customer's password or Account, or improper access to Customer's Account by third parties with or without the use of Customer password and whether or not authorized.

13. **CPNI:** Under federal law, Customer has a right to restrict the use of, disclosure of, and access to, and Harbor has a duty to, protect the confidentiality of Customer's Proprietary Network Information ("CPNI"). CPNI is information that relates to the telecommunications services purchased from Harbor, including the types of services, how much Services are used, how Services are provided, and related calling and billing records. CPNI does not include a Customer's name, address, or telephone number(s). Harbor is permitted to use CPNI, without further action by Customer or by Harbor, to fulfill orders, provide service, communicate with Customer, and/or offer additional services of the type already purchased by Customer. However, prior to using CPNI to market to or offer to Customer any new and/or different communications-related products and services, Harbor is required to provide written notice of Customer's rights and provide Customer an opportunity to deny Harbor's use of its CPNI for this purpose. Customer should indicate its approval or denial of approval regarding this matter on the front page of the Service Agreement. Customer's approval or denial of approval will not affect the provision of any services to which Customer subscribes, but Customer's approval may enhance Harbor's ability to offer products and services tailored to Customer's specific needs. Any approval or denial of approval for the use of CPNI outside the service to which Customer already subscribes is valid until Customer affirmatively revokes or limits such approval or denial. Except as required by law or as directed by Customer pursuant to affirmative written request, Harbor will not sell, trade, share, or release Customer's CPNI to anyone outside of Harbor, including joint venture partners and/or independent contractors, without Customer's express authorization.

14. **CPNI (continued):** Customer has been advised in writing of their rights regarding Customer Proprietary Network Information (CPNI) and has instructed Harbor on the service agreement if they approve or do not approve of Harbor's use of CPNI relating to the telephone numbers associated with this Service Agreement to market or offer additional communications-related products and/or services different from the type provided hereunder. Customer understands that CPNI will not be shared with joint venture partners or independent contractors without Customer's express authorization.

15. The Service is intended only for the use of Customer or its authorized agents and employees; Service may not be resold without the prior written consent of Harbor. If Customer intends to resell or rebill Harbor services, Customer hereby certifies that it has all necessary state, federal, legal, and regulatory authority to resell or rebill any telecommunications services to its tenants or customers. If Customer is found to be in violation of any federal, state, or local law or regulation for reselling or rebilling telecommunications services, Customer shall indemnify Harbor for any related claims by any third party against Harbor, including attorney's fees and costs. All such indemnity obligations of Customer shall survive termination or expiration of the Agreement.

16. HARBOR DISCLAIMS ANY EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO SERVICE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE LIABILITY OF HARBOR FOR ALL CLAIMS OF WHATEVER NATURE ARISING FROM OR RELATED TO THE PROVISION OF SERVICE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE GREATER OF THE SERVICE CHARGES TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH ANY MISTAKE, ACCIDENT, OMISSION, INTERRUPTION, DELAY, ERROR, OR DEFECT IN THE PROVISION OF THE SERVICE OCCURS. IN NO EVENT SHALL HARBOR BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, ACTUAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, LOST PROFITS, OR LOSS OF CUSTOMERS OR GOODWILL, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.

17. Any waiver of, any breach of, or failure to comply with any provision of this Agreement or applicable tariffs, price lists, and/or pricing guides shall not be construed as, or constitute, a continuing waiver of such provision or a waiver of any other provision hereof. Harbor shall not be liable or deemed to be in default for any delay or failure to perform under this Agreement or for interruption of service resulting directly or indirectly from Acts of God or any other cause beyond Harbor's reasonable control (Force Majeure). If any provision(s) of this Agreement is determined to be invalid and/or unenforceable by or contrary to any existing or future law, statute, or ordinance of any jurisdiction, then such invalidity shall not impair the operation of or affect the provision(s) in any other jurisdiction, nor shall it affect or impair the validity or enforceability of any other valid provision(s) hereof. This Agreement shall be, in all respects, governed by and enforced in accordance with the laws of the State of Alabama. Venue for an action concerning this Agreement shall be in the County of Mobile, State of Alabama.

18. This is an agreement between Harbor Communications, LLC with corporate offices located at 1509 Government Street, Suite 300, Mobile, Alabama 36604 and Customer located at the said address on the Service Agreement. The Customer agrees to maintain the services

described in this agreement with Harbor Communications for the indicated length of time and at the volume (dollar) level indicated in this agreement. Should the Customer, without Just Cause (defined below), cancel some or all of the services or move the services to another provider during the term length of this agreement, the Customer understands they will be billed for the shortfall. Should the Customer cancel or move all services described in this agreement, and then shortfall, it is agreed, is the monthly volume (dollar) commitment multiplied by the remaining months of this agreement. Should the Customer cancel or move part of their service, then the shortfall is the difference between the monthly volume commitment and actual amount billed. Should the Customer cancel or move all services, without Just Cause, the Customer understands that the remaining commitment (for all remaining months) will be immediately billed to the Customer. The Customer agrees to pay the full amount within 20 days. The Customer has the reasonable right to dispute all or part of the charges providing the dispute is received by Harbor Communications before the invoice due date. The Customer agrees to dispute charges only with just and reasonable cause and further agrees to show proof and/or appropriate records to back their claim. The Customer may, without penalty and with 30 days advance notice provided to Harbor Communications, cancel their service or move some or all service to another provider if done so with Just Cause. Just Cause is failure of Harbor Communications to correct a technical problem preventing the Customer from transmitting and/or receiving traffic (voice, TV, and/or data as applicable) in a reasonable time. The Customer agrees that providing a temporary alternate means is acceptable for relatively short periods of time. Acts of God, nature, war, civil disruptions, or problems caused by a third party vendor or the Customer are excluded as Just Cause. Both parties agree to fully cooperate in first resolving the problem, and secondly to conducting good faith efforts.

19. **SATISFACTION GUARANTEE**: Harbor's intention is to deliver a satisfaction guarantee of services as contracted to the Customer. Should the customer not be satisfied with the level of specific services listed below, and gives Harbor written notice of dissatisfaction, the customer may be released of contractual obligations after a Harbor right to cure period of 60 days. Customer must notify Harbor of dissatisfaction in writing. Within 60 days of receipt of dissatisfaction notice, Harbor will have the right to cure any such problems and meet with the customer to test property in accordance with the contractual offer. Should testing not meet contractual minimum levels during mutual meeting, the customer will reserve the right to be released from their contractual obligations. Either parties reserve the right for local arbitration if both parties cannot agree on actual test results compared to the contractual offering. The specific areas covered by the Satisfaction Guarantee are: (i) Data minimum speeds and available uptime (99.9%) service per agreement as quoted, (ii) TV Digital transmission system for TV picture and uptime (99.9%) (does not include underlying satellite TV content carrier signal availability), (iii) Voice sound quality at D-Mark/central closet, and available uptime of 99.9%.

Items below this line apply only to MDU and/or TV customers.

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20. **Installation and Access to units:** Customer will make every attempt to assist Harbor in accessing units for installation and may include a property escort during installation to occupied units. It is Harbor's policy that Harbor installers will not enter a unit that is occupied with visible personable belongings and no tenant or owner available. During the project timeline, Harbor will make several attempts to access a unit that could not be accessed due to keys or occupancy. When the project is deemed complete by Harbor, a list of units (if applicable) will be provided to the property manager that Harbor could not access. Harbor will establish a return date with installation crews to finish inaccessible units. It is the responsibility of the Association and property manager to have previous inaccessible units available on the established return date. If additional installation dates are required again due to inaccessible units, an install fee of $75 per unit may be charged.

21. **TV Content**: Due to the potential advance signing of agreements between parties prior to an actual launch date or installation and due to the potential of Harbor's underlying content carrier increasing prices or altering pricing incentives prior to install, Harbor Communications reserves the right to increase pricing of its Television services prior to the property or Condo Owners Association being registered with Dish Network (30 days prior to launch). Should Harbor's programing cost or incentives change prior to the registration of service and Harbor chooses to increase rates, Harbor will notify the Customer or association in writing of any price increases and allow either party the right to cancel the TV portion of the original contract prior to registration with Dish or physical installation of hardware and system. Should the Customer accept the increase, a pricing addendum will be executed to validate new pricing on TV services. Should the Customer not accept the new rates or Harbor chooses not to deliver services based on new underlying price or incentive changes, then the canceling party will provide written notification with acknowledgement by both parties, exercising their option to cancel. With regard to video programming, Harbor reserves the right to raise the rates in accordance with underlying carrier rate increases.

22. **Wireless RF Conflict:** Due to the potential of conflicting RF channels of private wireless access points in the unit, it is encouraged that the association impress on the importance of one managed Harbor wireless network for the entire complex. If an owner/individual uses their own wireless access point from another provider, Harbor cannot be responsible for potential coverage interference with neighbors and support of their device.

23. **CAT5 and TV Coaxial Install:** A potential small percentage of units (1-2%) may not have the ability to have new cables upgraded due to damaged conduit or unit alterations. Harbor reserves the right to seek potential alternate routes other than the conduit to wire the units. All attempts will be made to make wiring aesthetically pleasing. Potential units that cannot be hard wired traditionally to the access point for internet as proposed, should still receive ample signal strength from adjoining units (up, down, and side-to-side) to enjoy a great user experience. Additionally, the wireless device can be wirelessly meshed to the network when mounted in the unit with no hard wiring; power will need to be supplied from within the unit in these cases. Optional custom wiring quotes can be offered for those still seeking upgraded wiring that will deviate from standard conduit installations. Harbor will make every effort to utilize the existing telephone and coaxial conduits to enter unit with new cabling. Depending on the available conduit path, this will determine where the wireless access point will be mounted on the wall. It is understood, and approved, by Customer that Harbor may have to cut access panels into walls in owner's units or halls to pull cable or mount CPE equipment. Where applicable, Harbor will cut holes a maximum of 8" in diameter and will either cover with CPE or cover with an access panel covering when completed. Harbor will take all precautions to leave behind area as aesthetically pleasing as possible. Any work needing larger access areas will be approved by Customer.

Additional Options

_____ I choose to receive a paper bill instead of an electronic bill. Paper bills will be assessed an additional $5.95 Paper Bill fee in order to recover the cost of generating, administering, and postage of a paper bill in accordance with Harbor's Going Green! initiative.

Signatures and Agreements

Disclaimer:
Taxes and Fees are estimated and may not include, but are not limited to, installation costs, usage fees, carrier infrastructure fees (as stated below), or other fees calculated at the time of administration. Final total may vary based on these Taxes and Fees. This agreement is based on best effort site audit estimate. This agreement is subject to final site engineering after order is signed by the customer. In the event additional install cost is discovered, the customer will have the right to approve or cancel order based on new additional cost.

Length of Term: Length of agreed upon term is shown by discounts on this proposal. Discounting is determined based on term length and will expire at the end of term. Term begins and is determined by service commencement date per section 3 of the Terms and Conditions.

Issuance Date: Wednesday, December 16, 2020

Carrier Infrastructure Fee Charge:
Carrier Infrastructure Surcharge is a 1.75% assessment on all services and is not calculated until services are administrated. The assessment is for the administration of services by personnel and systems throughout our network, including network security, infrastructure management, tax, regulatory, and tariff administration. This proposal will display $0 for the cost of the carrier infrastructure fee.

Initial each:

_____ I have read, understand, and agree to the Terms and Conditions.

_____ I have been advised (in writing) of my rights regarding CPNI (Customer Proprietary Network Information) per Section 14 of the Terms and Conditions.

_____ I have read the disclaimers stated above and understand that other factors may impact final billing amount in comparison to this agreement.

Authorized Customer Signature

Date

Authorized Printed Name

Harbor General Manager Signature

Date

Harbor General Manager Printed Name

Baldwin County Commission

Agenda Action Form

File #: 21-0330, **Version:** 1 **Item #:** BJ1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wayne Dyess, County Administrator; Anu Gary, Administrative Services Manager
Submitted by: Carjetta Crook, Administrative Support Specialist IV

ITEM TITLE
Resolution #2021-038 - Fixing the Sum of the Bond and Setting Compensation for Revenue Commissioner Teddy J. Faust, Jr. (Term Commencing February 2, 2021, and Expiring February 2, 2027)

STAFF RECOMMENDATION
Pursuant to the authority found at Section 45-2-241 of the Code of Alabama (1975) and related to the Revenue Commissioner of Baldwin County, Alabama, taking office on February 2, 2021, (the Honorable Teddy J. Faust, Jr.), adopt Resolution #2021-038 of the Baldwin County Commission which authorizes:

1) The Bond of the Revenue Commissioner of Baldwin County, Alabama to be fixed in the sum of $750,000 with the Clerk/Treasurer of Baldwin County instructed to pay the cost of said bond out of the General Fund of Baldwin County; and

2) The compensation of the Revenue Commissioner of Baldwin County, Alabama, to be set in the exact amount of $110,000 annually to be paid in monthly installments out of the General Fund of Baldwin County.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Act No. 93-667 (Act) was adopted by the Alabama Legislature during the 1993 Regular Session of the Alabama Legislature. The Act is considered a local legislative act related only to Baldwin County which consolidated the former Office of Baldwin County Tax Assessor and Office of Baldwin County Tax Collector into the singular Office of Revenue Commissioner of Baldwin County.

The Act required a referendum to be conducted for Baldwin County's voters to consider said consolidation which was approved at an election held on June 7, 1994.

The Act is now codified at Section 45-2-241 of the Code of Alabama 1975.

Upon the occurrence of the Revenue Commissioner taking office, the Act requires that the Baldwin

County Commission:

1) Fix the sum of the Bond of the Office of Revenue Commissioner; and

2) Set the exact amount of the Compensation of the Office of Revenue Commissioner prior to the Revenue Commissioner taking office by resolution of the Baldwin County Commission

[However, the Act requires that the Revenue Commissioner shall receive a minimum salary amount as provided by Section 40-6A-2 of the Code of Alabama 1975] [Section 40-6A-2 of the Code of Alabama 1975 requires the minimum annual salary for the Revenue Commissioner of Baldwin County to be no lower than $52,500].

Revenue Commissioner's Bond and Compensation:

According to the law the County Commission shall execute a bond in a sum fixed determined by the County Commission. Staff recommends that the bond for the Baldwin County Revenue Commissioner be in the sum of $750,000.

The current compensation of Baldwin County Revenue Commissioner Teddy J. Faust, Jr. is $90,000 annually. The Baldwin County Commission desires to increase compensation of the Baldwin County Revenue Commissioner which includes an expense allowance, to $110,000 annually to be paid monthly.

Increase in Expense Allowance for Revenue Commissioner:

Act No. 2017-330 which was passed on May 16, 2017 and is now codified at Section 45-2-241.02 of the Code of Alabama 1975 (attached) states:

(a) Commencing on June 1, 2017, the Revenue Commissioner of Baldwin County shall be entitled to an additional expense allowance in the amount of twenty thousand dollars ($20,000) per annum, which shall be in addition to all other expense allowances, compensation, or salary provided by law. This expense allowance shall be payable in equal monthly installments from the general fund of the county.

(b) Beginning with the expiration of the term of the incumbent revenue commissioner, the annual salary for the revenue commissioner shall be increased by the twenty thousand dollars ($20,000) per annum, payable in equal monthly installments from the general fund of the county and at that time, subsection (a) shall be come null and void.

The Act requires that the compensation of the Baldwin County Revenue Commissioner be set by the Baldwin County Commission by resolution and prior to him/her taking Office. Revenue Commissioner Faust's, Jr. term of office begins February 2, 2021, and said term of office expires February 1, 2027.

FINANCIAL IMPACT

Total cost of recommendation: $110,000 annually

Budget line item(s) to be used: 51600.5113

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Administration to upload resolution to BCAP and forward a copy via email to: Teddy J, Faust Jr., Susan Hill, Cian Harrison, Donna Bryars, Ron Cink, Christie Davis

Finance and Accounting will obtain bond paperwork from the insurance company, have the bond recorded and bring all original paperwork to Administration for additional follow-up: Scan, file and upload. Administration Staff to send paperwork to Secretary of State for Certificate.

Individual(s) responsible for follow up: Administration Staff

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 #2021-038
OF THE
BALDWIN COUNTY COMMISSION

PURSUANT TO THE AUTHORITY FOUND AT SECTION 45-2-241 OF THE CODE OF ALABAMA 1975, AND RELATED TO THE REVENUE COMMISSIONER OF BALDWIN COUNTY, ALABAMA, TAKING OFFICE ON FEBRUARY 2, 2021, FIXING THE SUM OF SAID COUNTY OFFICIAL'S BOND AND SETTING THE EXACT AMOUNT OF THE COMPENSATION TO BE PAID TO SAID COUNTY OFFICIAL.

WHEREAS, Section 45-2-241 of the Code of Alabama 1975 (Code) provides for the establishment of the Office of Revenue Commissioner of Baldwin County, Alabama (Revenue Commissioner); and

WHEREAS, the Code requires the Baldwin County Commission to set the sum of the bond held by said Revenue Commissioner, said bond's cost to be paid out of the General Fund of Baldwin County on a warrant of the Baldwin County Commission which shall be a preferred claim against Baldwin County; and

WHEREAS, further, the Code requires, and prior to the Revenue Commissioner taking office, that the Baldwin County Commission set the exact amount of said county official's annual compensation payable in a manner prescribed by said Baldwin County Commission out of the General Fund of Baldwin County; and

WHEREAS, a new Revenue Commissioner, the Honorable Teddy J. Faust Jr., will take office on February 2, 2021, for a six year term of office expiring February 2, 2027.

COMES NOW, the Baldwin County Commission, pursuant to the authority provided by the Code and related to the Revenue Commissioner taking office on February 2, 2021, desiring to set the sum of the bond held by said Revenue Commissioner and, further, set the exact amount of said Revenue Commissioner's annual compensation payable in a manner prescribed by the Baldwin County Commission; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, pursuant to the authority found at Section 45-2-241 of the Code of Alabama 1975 and related to the Revenue Commissioner of Baldwin County, Alabama, taking office on February 2, 2021 the Honorable Teddy J. Faust, Jr., it is hereby authorized as follows:

1. The Bond of the Revenue Commissioner of Baldwin County, Alabama is fixed in the sum of $750,000 with the Clerk/Treasurer of Baldwin County instructed to pay the cost of said bond out of the General Fund of Baldwin County; and

2. The Compensation of the Revenue Commissioner of Baldwin County, Alabama, is set in the exact amount of $110,000 annually and payable bi-weekly out of the General Fund of Baldwin County.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 19th day of January, 2021.

_____
Commissioner Joe Davis, III, Chairman

ATTEST:

_____
Wayne Dyess, County Administrator

ACT #2017-330

HB513

183746-2

By Representatives McMillan, Shiver, Baker, Jackson and Davis

(N & P)

RFD: Baldwin County Legislation

First Read: 18-APR-17



ENROLLED, An Act,

Relating to Baldwin County; providing for an additional expense allowance and salary for the Baldwin County Revenue Commissioner.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Commencing on the first day of the month immediately following the effective date of this act, the Revenue Commissioner of Baldwin County shall be entitled to an additional expense allowance in the amount of twenty thousand dollars ($20,000) per annum, which shall be in addition to all other expense allowances, compensation, or salary provided by law. This expense allowance shall be payable in equal monthly installments from the general fund of the county.

Section 2. Beginning with the expiration of the term of the incumbent revenue commissioner, the annual salary for the revenue commissioner shall be increased by twenty thousand dollars ($20,000) per annum, payable in equal monthly installments from the general fund of the county and at that time, Section 1 shall be come null and void.

Section 3. This act shall become effective immediately following its passage and approval by the Governor, or its otherwise becoming law.

Mac McCutcheon

Speaker of the House of Representatives

Del Marsh

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in and was passed by the House 25-APR-17.

Jeff Woodard
Clerk

Senate 16-MAY-17 Passed

APPROVED 5.18.2017

TIME 3:05 PM

Kay Ivey
GOVERNOR

Alabama Secretary Of State

Act Num....: 2017-330
Bill Num...: H-513

Recv'd 05/18/17 04:55pmSLF

NSOR 53 DIST. NO.

McMillan 95

SPONSORS

Shivers 64 — 28
Baker - 66 — 29
Jones 68 — 30
Davis 96 — 31
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HOUSE ACTION

FURTHER HOUSE ACTION (OVER) EH 1

DATE: 4-18 20 17
RD 1 RFD BCL

REPORT OF STANDING COMMITTEE

This bill having been referred by the House to its standing committee on _____ was acted upon by such committee in session, and returned therefrom to the House with the recommendation that it be Passed, w/amend(s) _____ w/sub _____ this 19th day of April, 20 17.

_____, Chairperson

DATE: 4-20 20 17
RF RD 2 CAL

DATE: 20__
RE-REFERRED ☐ RE-COMMITTED ☐
Committee _____

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 513.
YEAS 33 NAYS 1

JEFF WOODARD,
Clerk

SENATE ACTION

FURTHER SENATE ACTION (OVER)

DATE: 4-25 20 17
RD 1 RFD 4-25-17 LL #1

This Bill was referred to the Standing Committee of the Senate on Local Legislation and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report w/amd(s) _____ w/sub _____ w/eng sub _____ by a vote of yeas _____ nays _____ abstain _____ this 11th day of May 20 17

BD, Chairperson

DATE: 5-11 20 17
RF TEAL RD 2 ☑ CAL ☐

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 513.
YEAS 20 NAYS 0 Abs 1

PATRICK HARRIS,
Secretary

DATE: 5-16-17 RD 3 at length
PASSED ☑ PASSED AS AMENDED ☐
YEAS 20 NAYS 0 Abs 1
And was ordered returned forthwith to the House.

PATRICK HARRIS,
Secretary

DATE: 20__
INDEFINITELY POSTPONED YEAS NAYS

DATE: 20__
RECONSIDERED YEAS NAYS

Section 45-2-241.02

Expense allowance; salary.

(a) Commencing on June 1, 2017, the Revenue Commissioner of Baldwin County shall be entitled to an additional expense allowance in the amount of twenty thousand dollars ($20,000) per annum, which shall be in addition to all other expense allowances, compensation, or salary provided by law. This expense allowance shall be payable in equal monthly installments from the general fund of the county.

(b) Beginning with the expiration of the term of the incumbent revenue commissioner, the annual salary for the revenue commissioner shall be increased by twenty thousand dollars ($20,000) per annum, payable in equal monthly installments from the general fund of the county and at that time, subsection (a) shall be come null and void.

(Act 2017-330, §§1, 2.)

Baldwin County Commission

Agenda Action Form

File #: 21-0300, **Version:** 1 **Item #:** BJ2

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Teddy J. Faust, Baldwin County Revenue Commissioner; Walt Lindsey, Chief Appraiser
Submitted by: Susan Hill, Chief Administrative Assistant

ITEM TITLE
Sale of Vehicles on GovDeals.com by the Baldwin County Revenue Commission Department

STAFF RECOMMENDATION
Authorize the sale of the following four (4) vehicles from the Baldwin County Revenue Commission with the revenue from the sale of these vehicles to be deposited into Reappraisal Funds:

2010 Ford Escape - VIN #1FMCU0D75AKC89841 (AKA #7)
2010 Ford Escape - VIN #1FMCU0D79AKC89843 (AKA #8)
2010 Ford Escape - VIN #1FMCU0D77AKC89842 (AKA #9)
2011 Ford Escape - VIN #1FMCU0D71BKB54003 (AKA #11)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Revenue Commission office currently has four (4) vehicles that are no longer being used. These vehicles were purchased through the Reappraisal Funds (Baldwin County Revenue Commission Office budget).

2010 Ford Escape (AKA #7) - VIN#1FMCU0D75AKC89841
Mileage: 84,324
Condition: Good
Anticipated Sale Price: $6,500.00

2010 Ford Escape (AKA #8) - VIN #1FMCU0D79AKC89843
Mileage: 107,632
Condition: Good
Anticipated Sale Price: $6,000.00

2010 Ford Escape (AKA #9) - VIN #1FMCU0D77AKC89842
Mileage: 126,730

Condition: Good
Anticipated Sale Price: $5,000.00

2011 Ford Escape (AKA #11) - VIN #1FMCU0D71BKB54003
Mileage: 73,660
Condition: Fair
Anticipated Sale Price: $3,500.00

All four vehicles were used to inspect property throughout Baldwin County, Alabama for ad valorem tax purposes and are currently located at the Baldwin County Revenue Office in Bay Minette, Alabama. Various service parts may be required on one or more of these vehicles.

Anticipated length of time on auction for these vehicles would be approximately two weeks.

FINANCIAL IMPACT

Total cost of recommendation: Revenue

Budget line item(s) to be used: 120.61200

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Makayla Shiver, Finance and Accounting Department, will coordinate the auction through Govdeals.com

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
APPRAISAL DEPARTMENT


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Ford
ESCAPE








Alabama
28234 CO
COUNTY
Hometown
Opelika, AL
ESCAPE


Ford
ESCAPE


OSHA




Ford


BALDWIN COUNTY
APPRAISAL DEPARTMENT
Ford
Alabama
30490 CO
COUNTY
ESCAPE
XLT
Hometown


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BALDWIN COUNTY
APPRAISAL DEPARTMENT


BALDWIN COUNTY
APPRAISAL DEPARTMENT
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SIRIUS
SATELLITE RADIO


Ford
Alabama
48628 CO
COUNTY
Hometown
Opelika, AL
ESCAPE


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BALDWIN COUNTY
APPRAISAL DEPARTMENT


BALDWIN COUNTY
APPRAISAL DEPARTMENT
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Ford
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Ford
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51350CO
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ESCAPE
Hometown
Opelika, AL


BALDWIN COUNTY
APPRAISAL DEPARTMENT
11




Ford
ESCAPE







Baldwin County Commission

Agenda Action Form

File #: 21-0354, **Version:** 1 **Item #:** BK1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Zachary Hood, EMA Director
Submitted by: Danon Smith, EMA Planning & Grants Division Manager

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ITEM TITLE
Fiscal Year 2020 Homeland Security Grant Agreement: Fairhope Police Department $50,000 for Crowded Place Protection Equipment

STAFF RECOMMENDATION
Take the following actions:

1) Approve and execute the Cooperative Agreement State Homeland Security Grant Program between the Alabama Law Enforcement Agency (ALEA) and Baldwin County Commission (Baldwin County Emergency Management Agency) as the pass-through entity for the purchase of soft target/crowded place protection equipment/barriers for the Fairhope Police Department, per their budget detail worksheet submitted with their grant application. The terms of the agreement shall commence on November 1, 2020, and end on October 21, 2021; and

2) Approve and execute the Sub-Recipient Funding Agreement between the Baldwin County Commission and the City of Fairhope (Police Department).

3) Authorize the Chairman to execute any other documents related to the Cooperative Agreement and the Sub-Recipient Funding Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Baldwin County EMA works with interested homeland security funding-eligible agencies and departments (police, fire, and local governments) to make application to the annual state homeland security grant program, managed at the state level by ALEA. The EMA Planning & Grants Division works with Baldwin County's applicants to provide guidance and information, review and compile applications from Baldwin County and submit them to ALEA for consideration. Upon award, EMA Planning & Grants Division is responsible for follow-up, implementation, and grant management. This is a competitive grant program designed to increase capabilities for homeland

security and resilience at the local level.

FINANCIAL IMPACT

Total cost of recommendation: $50,000.00, to be offset by grant revenue

Budget line item(s) to be used: 70000 series, to be determined

If this is not a budgeted expenditure, does the recommendation create a need for funding?
No.

LEGAL IMPACT

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

Reviewed/approved by: County Attorneys B. Hicks, L. Coker, and L. Collinsworth

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: County Administration Staff and EMA Staff

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

1) Obtain Chairman's signature on one (1) original cooperative agreement.
    a. Retain one (1) original agreement and send one (1) copy of correspondence and executed agreement via email to Tiffany Bailey at Tiffany.Bailey@alea.gov and Danon Smith at danon.smith@baldwincountyal.gov .

2) Obtain Chairman's signature on one (1) original sub-recipient agreement.
    a. Retain one (1) original agreement and send one (1) copy of correspondence and executed agreement via email to Tiffany Bailey at Tiffany.Bailey@alea.gov and Danon Smith at danon.smith@baldwincountyal.gov .EMA Planning & Grants Division will be responsible for implementation of grant activities.
    b. EMA Staff: Grant Implementation and Management

Additional instructions/notes: N/A

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. **Sub-Grantee Name & Address:** BALDWIN COUNTY EMA 23100 MCAULIFFE DR ROBERTSDALE, AL 36567-3189		2. **Issuing Office & Address:** Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. **FY** 2020	4. **Amount of:** Federal: $50,000.00 Total: $50,000.00	5. **Effective Dates** Begin: 11/01/2020 End: 10/31/2021	6. **Award Number:** 20LOC Fairhope PD

BALDWIN COUNTY EMA is herein referred to as the Subrecipient Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2020 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Subrecipient agrees to use allocated funds only as approved; to comply with the terms conditions and guidelines, as stated within this agreement; in to request reimbursement only for expenditures made in accordance with the Approved Budget Worksheet. Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

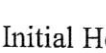
2. Allowable Costs: The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in the applicable Code of Federal Regulation referenced above. Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services.

3. Audit Requirements: The Sub-Grantee and Equipment Recipient or Sub-Recipient must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with Government Auditing Standards. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

4. Non-Supplanting Agreement: The Subrecipient understands and hereby certifies that federal funds made available under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purpose. Federal funds must supplement State and local funds, not supplant them.

5. Project Implementation: If a project is not operational within 90 days of the original starting date the Subrecipient must report on the quarterly progress report to ALEA the steps taken to initiate the project, the reasons for the delay, and the expected starting date. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. Written Approval of Changes: Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.
7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Subrecipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Municipal Code. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

9. Personnel and Travel Costs: The FEMA/DHS Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee Subrecipient must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: The Sub-Grantee's-Subrecipient accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.

13. Financial Responsibility: The financial responsibility of the Sub-Grantee-Subrecipient must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

c. The accounting system should provide accurate and current financial reporting information;

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient Subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the ~~Sub-~~Grantee or the Equipment Recipient (Sub-Recipient).

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee and/or Subrecipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
(2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
(4) Adequate maintenance procedures must be developed to keep the property in good condition.
(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations*. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the

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Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.

17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.

23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.

24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.

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26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2 CFR 200- Subpart F, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification, other report or document.

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA meet the NIMS compliance requirements in order to receive FY20 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY20 Homeland Security Grant Program funding.

a. The Sub-Grantee of FY20 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

33. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY20 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package. Unless Sub-Grantee is a part of the Operation Stonegarden in conjunction with FEMA/DHS and Office of Border Patrol and Customs.

34. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

35. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($750,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning	10/01/2019	Ending	09/30/20

2. Audit will be submitted to ALEA Accounting Office by:	04/30/2021	
	(Date)	

NOTE: The audit or written certification must be submitted to ALEA, ***no later than the ninth month after the end of the audit period.***

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with CFR 200 – Subpart F

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By
Name: Danon Smith Title: Planning / Grants Division Manager

Signature: Danon Smith

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

36. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds 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. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATION BY THE SUB-GRANTEE

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.

Name: Joe Davis, III

Title: Chairman, Baldwin County Commission

Agency Address: Baldwin County Commission 312 COurthouse Square, Suite 12 Bay Minette, AL 36507

Phone Number: 251-937-0264

Fax Number: 251-580-2500

Mobile Number: Baldwin County EMA Planning & Grants Division Manager-Danon Smith - 251-753-5201

E-Mail Address: danon.smith@baldwincountyal.gov

Signature: Date:

CERTIFICATION BY OFFICIAL AUTHORIZED

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.

Name: Zachary M. Hood

Title: Baldwin County EMA Director

Agency Address: 23100 McAuliffe Drive Robertsdale, AL 36567

Phone Number: 251-972-6807

Signature: Zachary M. Hood Date: 12/08/2020

NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name: Sherry Sullivan

Title, Agency, Agency Address, Phone Number: Mayor, City of Fairhope for Sub-Recipient-Fairhope Police Dept. 107 N. Section Street Fairhope, AL 36532

Signature: Date: 12-16-2020

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: Hal Taylor Date: 11/2/2020

Initial Here DPB

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Sub-grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-grantees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Initial Here DHS

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES **RECEIVING $50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation and employee assistance programs, and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO SUB-GRANTEES RECEIVING $50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

Initial Here RHS

Alabama Homeland Security Program
FY Budget Detail Worksheet 1

County: Baldwin
Agency: Fairhope Police Department
Grant: State Homeland Security Program
Date: 9-Jul-20

Budget # : Daron Smith

HS POC: Sheri Swanty
Signature

Category must be one of the following: Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (SC), Interoperable Communications (Int. Op), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE) CBRNE Logistical Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VEH), CBRNE Reference Materials (REF), CBRNE Detection (DET), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism PR & M (AG), CBRNE Response Watercraft (Water), CBRNE Aviation (Air), Intervention Equipment (IE), Other Authorized Equipment (OAE), Inspection & Screening Systems (I&S)

Discipline Abbreviations: LE-Law Enforcement, EMS-Emergency Medical Services, EMA-Emergency Management, FS-Fire Services, HZ-HAZMAT, PW-Public Works, PH-Public Health, GA-Governmental Administrative, PSC-Public Safety Communications, HC-Health Care

CATEGORY	AEL Ref #	ITEM	COST EACH	QUANTITY	TOTAL	DISCIPLINE	AGENCY
PS	14SW-01-WALL	Barriers (barricades)	$125.00	400	$50,000.00	LE	Fairhope Police Department
					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
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					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
Grand Total					$50,000.00		

*** Any changes to the budget requires submission of a new budget worksheet outlining the requested changes. The new budget must be attached to Project Revision form. Any changes to the budget and project requires formal approval from ALEA.**

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

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

ALEA HOMELAND SECURITY

*** SUB-GRANTEE ACKNOWLEDGEMENT FORM ***

I understand as a county homeland security point of contact who received FY 2020 State Homeland Grant Program Funds that I must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2020.

I understand the NCSR can be found at https://www.cisecurity.org/ms-isac/services/ncsr/, and I will seek the assistance of my parent organization Chief Information Officer (CIO), Chief Information Security Officer (CISO), or IT director/manager to assist with completing this requirement.

I understand if the NCSR is not completed by December 31, 2020, that my FY 2020 grant agreement will be revoked for failure to comply with this FEMA requirement.

Danon Smith

Printed Name

Baldwin

County

Daron Smith 01/04/2021

Signature

Please return to your respective ALEA grant manager.

RESOLUTION NO. 3904-20

AUTHORIZING THE EXECUTION OF A COOPERATIVE GRANT AGREEMENT WITH THE ALABAMA LAW ENFORCEMENT AGENCY THROUGH THE STATE HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the Baldwin County EMA (hereinafter, "Subrecipient Grantee"), acting by and through its administrative agent, the Alabama Law Enforcement Agency (hereinafter, "ALEA"), submitted a grant application for the purpose of conducting exercises, receiving training or the purpose of equipment for the department; and

WHEREAS, the Subrecipient Grantee has been awarded a grant from the ALEA under the State Homeland Security Grant Program; and

WHEREAS, the City of Fairhope is the recipient of grant funds from the State Homeland Security Grant Program through the Baldwin County Commission; and

NOW THEREFORE THIS COOPERATIVE GRANT AGREEMENT, ("Agreement") is made and entered into by and between the ALEA, Baldwin County EMA, Baldwin County Commission, and the City of Fairhope.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FAIRHOPE, IN REGULAR SESSION ASSEMBLED, that the City of Fairhope authorizes acceptance of the grant award from the Alabama Law Enforcement Agency through the Baldwin County Commission; and authorizes the Mayor to sign the Cooperative Grant Agreement between ALEA, Baldwin County EMA, Baldwin County Commission, and the City of Fairhope.

DULY ADOPTED THIS 14TH DAY OF DECEMBER, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)

COUNTY OF BALDWIN)

SUBRECIPIENT FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, hereinafter referred to as the "COMMISSION," and the Fairhope Police Department, hereinafter referred to as the "SUBRECIPIENT":

WITNESSETH

WHEREAS, the COMMISSION has received approval from the Alabama Law Enforcement Agency, an agency of the State of Alabama having responsibility for Homeland Security at the state level, for a $50,000.00 grant (the "Grant") from the State Homeland Security Grant Program through the Alabama Law Enforcement Agency (ALEA) to be utilized by the COMMISSION as follows:

> **The COMMISSION will use the Homeland Security Grant Program funds, in the amount of $50,000.00, for the purchase of soft target/crowded place protection equipment/barriers listed in the grant Budget Detail Worksheet (BDW) of the Sub-Grantee Agreement between the Commission and ALEA. These items will be released to the SUBRECIPIENT for use in local public safety and law enforcement activities and programs.**

WHEREAS, the Alabama Law Enforcement Agency desires to have the COMMISSION purchase and utilize the aforementioned equipment under the Homeland Security Grant Program, and therefore, in consideration of the public benefits moving each to the other, it is mutually agreed by and between the COMMISSION and the SUBRECIPIENT as follows:

I. AUTHORITY

The COMMISSION has the authority to act as a pass-through entity as prescribed by the Alabama Law Enforcement Agency to expend Homeland Security Grant Program grant funds on behalf of the SUBRECIPIENT, conveyed by the Alabama Law Enforcement Agency, a state agency, pursuant to, without limitation, Section 11-1-10 of the Code of Alabama (1975).

The SUBRECIPIENT represents and warrants to the County that it is authorized by law to receive grant-funded items from the COMMISSION, and such activity will not be in violation of Article IV, Section 94, or amendments thereto, of the Constitution of Alabama 1901, or any other constitutional or statutory provision.

II. SERVICES

The STATE OF ALABAMA will reimburse the COMMISSION in accordance with all applicable statutes, rules and regulations related to the Grant, up to a maximum of $50,000.00 in Homeland Security Grant funds for the following activities to be carried out by the COMMISSION on behalf of the SUBRECIPIENT.

III. APPROPRIATION

The SUBRECIPIENT will submit a request to the COMMISSION that details the items requested to be purchased with grant funds and any other such pertinent information as may be needed as determined by the COMMISSION. Under certain conditions, the request for services or an item contained in the request may have to be bid by the COMMISSION's Purchasing Officer/Department. All grant funds must be expended no later than October 31, 2021.

The SUBRECIPIENT shall assist in providing documentation to the COMMISSION for expenditures, as follows:

1. The SUBRECIPIENT shall submit price quotations.

2. The SUBRECIPIENT shall provide evidence that the matching funds, if required, are being paid or have been expended. If using volunteer hours for the purpose of satisfying the matching funds, the SUBRECIPIENT shall provide monthly time sheets of volunteer hours worked for auditing purposes.

3. The SUBRECIPIENT shall provide any additional information deemed necessary by the COMMISSION.

In the event the project is bid, the parties agree to comply with applicable provisions of the Alabama Competitive Bid Law, Alabama Public Works Law and other applicable law.

SUBRECIPIENT agrees to supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject grant funds.

SUBRECIPIENT shall, on a quarterly basis, file with the COMMISSION a report of its activities related to the subject grant funds.

IV. TERM AND TERMINATION

This Agreement shall cover services provided by the COMMISSION to the SUBRECIPIENT during the time period of November 1, 2020 to October 31, 2021**,** or until said Agreement is otherwise terminated as herein provided. The SUBRECIPIENT and the COMMISSION further agree that this Agreement may be terminated at any time by either party upon the issuance of a thirty (30) day written notice to the other of intent to terminate the same. In the event of termination by either party, the SUBRECIPIENT shall refund to the COMMISSION any portion of the Grant proceeds which the COMMISSION is required to pay back, forfeit, or reimburse pursuant to the Grant.

V. NON-DISCRIMINATION AND COMPLIANCE

The SUBRECIPIENT hereby covenants and agrees that, in performing its responsibilities and obligations hereunder, the SUBRECIPIENT, its officers, agents or employees will not, on the grounds of race, color, sex, religion, national origin, disability or age, discriminate or permit discrimination against any person or groups of persons in any manner. The SUBRECIPIENT further agrees to comply with all applicable laws, ordinances and regulations, and this Agreement shall be subject to the terms and conditions contained in the **Cooperative Agreement** between the Baldwin County Commission and the Alabama Law Enforcement Agency, which is hereby expressly incorporated into and made a part of this Agreement. The SUBRECIPIENT also agrees to comply with all applicable state or federal regulations in receiving, disbursing, and accounting for said property purchased by the COMMISSION on behalf of the SUBRECIPIENT with grant funds as set out in **Cooperative Agreement**. The SUBRECIPIENT also agrees to assist the COMMISSION, as deemed necessary by the COMMISSION, in complying with the

terms and conditions contained in **Cooperative Agreement**, including, but not limited to, reporting and audit requirements. The SUBRECIPIENT further agrees to comply with all COMMISSION procurement policies and procedures. The SUBRECIPIENT must adequately safeguard all property and must ensure that it is used solely for authorized purposes. The SUBRECIPIENT should also keep accurate records regarding the use and status of the property and ensure the proper use, maintenance, protection, and preservation of such property.

The SUBRECIPIENT shall furnish all records pertaining to the property to the COMMISSION, upon request. The COMMISSION shall perform annual site visits, which will include examination of such property and corresponding records kept by the SUBRECIPIENT to ensure the integrity of the property and its use. Theft, destruction, or loss of property shall be reported to the COMMISSION immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with the COMMISSION and the Alabama Law Enforcement Agency.

VI. INDEMNITY

The SUBRECIPIENT hereby covenants with the COMMISSION that it shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement or services provided or performed by the SUBRECIPIENT or any of its officers, agents or employees, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

If in any event the COMMISSION is required to pay back, forfeit, or reimburse any portion of the grant funding subject hereto, SUBRECIPIENT shall voluntarily and immediately remit and submit to COMMISSION an amount equaling such portion required to be paid back, forfeited or reimbursed.

The provisions of this Section VI. Indemnity shall survive the termination of this Agreement.

VII. NO THIRD-PARTY BENEFICIARIES OR AGENCY

It is the intent of the parties of this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. Nonparties to the Agreement may not claim benefits under the Agreement. The creation of an agency is strictly prohibited, and SUBRECIPIENT is forbidden to act on behalf or bind the COMMISSION for any purpose or reason.

VIII. INDEPENDENT CONTRACTOR

It is agreed between COMMISSION and SUBRECIPIENT that the SUBRECIPIENT is an independent contractor. SUBRECIPIENT acknowledges that it is an independent contractor, and SUBRECIPIENT shall at all times remain as such in performing hereunder. SUBRECIPIENT is not an employee, servant, partner, or agent of the COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION in any manner. The parties agree that the SUBRECIPIENT 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 performing hereunder, and that COMMISSION's interests herein are expressly limited to the results of said services. The SUBRECIPIENT is not entitled to unemployment insurance benefits, and

SUBRECIPIENT is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

IX. CHOICE OF LAW

This Agreement 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.

X. AMENDMENT

This Agreement may be amended or modified only by the written consent and agreement of the parties to this Agreement at the time of such amendment.

XI. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

XII. BINDING EFFECT

This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto and their respective successors and assigns.

XIII. ENTIRE AGREEMENT

This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties, and there are no other representations, conditions, covenants or agreements which shall be binding upon the parties.

XIV. RULE OF CONSTRUCTION

The parties hereto acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

XV. MISCELLANEOUS

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless context requires otherwise.

XVI. CAPTIONS

The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

XVII. REPRESENTATIONS AND WARRANTIES

The SUBRECIPIENT represents and warrants that it has the authority to enter into this Agreement on the terms and conditions contained herein, and the COMMISSION represents and warrants that it has the authority to enter into this Agreement on the terms and conditions contained herein.

XVIII. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement shall be held void or unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

XIX. NUMBER OF ORIGINALS

There is only one original of this Agreement which shall be retained by the COMMISSION.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Agreement as the date of approval of the Chairman of the Baldwin County Commission.

Fairhope Police Department
107 N. Section Street
Fairhope, AL 36532

BY: _____
STEPHANIE HOLLINGHEAD
CHIEF, FAIRHOPE POLICE DEPARTMENT

ATTEST:

NAME: _____

_____/_____
NOTARY DATE

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that STAEPHANIE HOLLINGHEAD, whose name as CHIEF of the FARIHOPE POLICE DEPARTMENT, 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 POLICE DEPARTMENT OF THE CITY OF FAIRHOPE on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2020.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

BY: _____/_____
JOE DAVIS, III /DATE
AS ITS: CHAIRMAN

ATTEST:

_____/_____
WAYNE A. DYESS / DATE
AS ITS: COUNTY ADMINISTRATOR

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE A. 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 _____, 2020.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

Baldwin County Commission

Agenda Action Form

File #: 21-0352, **Version:** 1 **Item #:** BK2

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Zachary Hood, EMA Director
Submitted by: Danon Smith, EMA Planning & Grants Division Manager

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ITEM TITLE
Fiscal Year 2020 Homeland Security Grant Agreement: Magnolia Springs Volunteer Fire Department $49,937 for Communications Equipment

STAFF RECOMMENDATION
Take the following actions:

1) Approve and execute the Cooperative Agreement State Homeland Security Grant Program between the Alabama Law Enforcement Agency (ALEA) and Baldwin County Commission (Baldwin County Emergency Management Agency) as the pass-through entity for the purchase of mobile radios for the Magnolia Springs Volunteer Fire Department, per their budget detail worksheet submitted with their grant application. The terms of the agreement shall commence on November 1, 2020, and end on October 21, 2021; and

2) Approve and execute the Sub-Recipient Funding Agreement between the Baldwin County Commission and the Magnolia Springs Volunteer Fire Department.

3) Authorize the Chairman to execute any other documents related to the Cooperative Agreement and the Sub-Recipient Funding Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Baldwin County EMA works with interested homeland security funding-eligible agencies and departments (police, fire, and local governments) to make application to the annual state homeland security grant program, managed at the state level by ALEA. The EMA Planning & Grants Division works with Baldwin County's applicants to provide guidance and information, review and compile applications from Baldwin County and submit them to ALEA for consideration. Upon award, EMA Planning & Grants Division is responsible for follow-up, implementation, and grant management. This is a competitive grant program designed to increase capabilities for homeland security and resilience at the local level.

FINANCIAL IMPACT

Total cost of recommendation: $49,937.00, to be offset by grant revenue

Budget line item(s) to be used: 70000 series, to be determined

If this is not a budgeted expenditure, does the recommendation create a need for funding?
No.

LEGAL IMPACT

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

Reviewed/approved by: County Attorneys B. Hicks, L. Coker, and L. Collinsworth

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: County Administration Staff and EMA Staff

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

1) Obtain Chairman's signature on one (1) original cooperative agreement.
    a. Retain one (1) original agreement and send one (1) copy of correspondence and executed agreement via email to Tiffany Bailey at Tiffany.Bailey@alea.gov and Danon Smith at danon.smith@baldwincountyal.gov .

2) Obtain Chairman's signature on one (1) original sub-recipient agreement.
    a. Retain one (1) original agreement and send one (1) copy of correspondence and executed agreement via email to Tiffany Bailey at Tiffany.Bailey@alea.gov and Danon Smith at danon.smith@baldwincountyal.gov .EMA Planning & Grants Division will be responsible for implementation of grant activities.

EMA Staff: Grant Implementation and Management

Additional instructions/notes: N/A

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. **Sub-Grantee Name & Address:** BALDWIN COUNTY EMA 23100 MCAULIFFE DR ROBERTSDALE, AL 36567-3189		2. **Issuing Office & Address:** Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. **FY**	4. **Amount of:**	5. **Effective Dates**	6. **Award Number:**
2020	Federal: $49,937.00	Begin: 11/01/2020	20LOC
	Total: $49,937.00	End: 10/31/2021	Magnolia Springs VFD

BALDWIN COUNTY EMA is herein referred to as the Subrecipient Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2020 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Subrecipient agrees to use allocated funds only as approved; to comply with the terms conditions and guidelines, as stated within this agreement; in to request reimbursement only for expenditures made in accordance with the Approved Budget Worksheet. Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

2. Allowable Costs: The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in the applicable Code of Federal Regulation referenced above. Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services.

3. Audit Requirements: The Sub-Grantee and Equipment Recipient or Sub-Recipient must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with Government Auditing Standards. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

4. Non-Supplanting Agreement: The Subrecipient understands and hereby certifies that federal funds made available under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purpose. Federal funds must supplement State and local funds, not supplant them.

5. Project Implementation: If a project is not operational within 90 days of the original starting date the Subrecipient must report on the quarterly progress report to ALEA the steps taken to initiate the project, the reasons for the delay, and the expected starting date. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. Written Approval of Changes: Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Subrecipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Municipal Code. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

9. Personnel and Travel Costs: The FEMA/DHS Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee Subrecipient must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: The Sub-Grantee's-Subrecipient accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.

13. Financial Responsibility: The financial responsibility of the Sub-Grantee-Subrecipient must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

c. The accounting system should provide accurate and current financial reporting information;

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

Initial Here _____

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient Subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the ~~Sub~~-Grantee or the Equipment Recipient (Sub-Recipient).

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee and/or Subrecipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
(2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
(4) Adequate maintenance procedures must be developed to keep the property in good condition.
(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations.* The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the

Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.

17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.

23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.

24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.

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26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2 CFR 200- Subpart F, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification, other report or document.

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA meet the NIMS compliance requirements in order to receive FY20 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY20 Homeland Security Grant Program funding.

a. The Sub-Grantee of FY20 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

33. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY20 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency.* Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package. Unless Sub-Grantee is a part of the Operation Stonegarden in conjunction with FEMA/DHS and Office of Border Patrol and Customs.

34. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

35. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

36. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds 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. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATION BY THE SUB-GRANTEE

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.

Name:

Title:

Agency Address:

Phone Number:

Fax Number:

Mobile Number:

E-Mail Address:

Signature: Date:

CERTIFICATION BY OFFICIAL AUTHORIZED

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.

Name:

Title:

Agency Address:

Phone Number:

Signature: Date:

NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name:

Title, Agency, Agency Address, Phone Number:

Signature: Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: Hal Taylor Date: 11/2/2020

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Sub-grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-grantees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING
   As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

   A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

   C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

   As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

   A. The applicant certifies that it and its principals:

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

      (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

      (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

      (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

   B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES **RECEIVING $50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
(a) The dangers of drug abuse in the workplace;
(b) The grantee's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation and employee assistance programs, and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

(a) Abide by the terms of the statement; and
(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO SUB-GRANTEES RECEIVING $50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($750,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending	

2. Audit will be submitted to ALEA Accounting Office by:	
	(Date)

NOTE: The audit or written certification must be submitted to ALEA, ***no later than the ninth month after the end of the audit period.***

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with CFR 200 – Subpart F

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

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Alabama Homeland Security Program
FY _____ Budget Detail Worksheet

County/Agency: Baldwin

*Revision #:

Grant: Magnolia Springs **Volunteer Fire Department**

Date: 6/22/2020

*A revised worksheet must be submitted for addition or deletion of items from the original budget detail worksheet.
If additions, deletions, or changes in cost total $1000 or more, a new sign-off sheet by stakeholders is also required.

Category must be one of the following: Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (SC), Interoperable Communications (Int. Op), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE) CBRNE Logistical Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VEH), CBRNE Reference Materials (REF), CBRNE Detection (DET), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism PR & M (AG), CBRNE Response Watercraft (Water), CBRNE Aviation (Air), Intervention Equipment (IE), Other Authorized Equipment (OAE), Inspection & Screening Systems (I&S)

Discipline Abbreviations: LE-Law Enforcement, EMS-Emergency Medical Services, EMA-Emergency Management, FS-Fire Services, HZ-HAZMAT, PW-Public Works, PH-Public Health, GA-Governmental Administrative, PSC-Public Safety Communications, HC-Health Care

CATEGORY	AEL Ref #	ITEM	COST EACH	QUANTITY	TOTAL	DISCIPLINE	RECIPIENT	
Int. Op	06CP-01-PORT	Portable Radio	$4,426.65	10	$44,266.50		Magnolia Springs VFD	
Int. Op	06CP-03-PRAC	Single unit chargers	$118.80	10	$1,188.00		Magnolia Springs VFD	
Int. Op	06CP-03-PRAC	Accessory Remote Speaker	$387.36	10	$3,873.60		Magnolia Springs VFD	
Int. Op	06CP-03-PRAC	Spare Batteries	$121.68	5	$608.40		Magnolia Springs VFD	
					$0.00			
					$0.00			
					$0.00			
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					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
Grand Total					$49,936.50			

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

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

ALEA HOMELAND SECURITY

*** SUB-GRANTEE ACKNOWLEDGEMENT FORM ***

I understand as a county homeland security point of contact who received FY 2020 State Homeland Grant Program Funds that I must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2020.

I understand the NCSR can be found at https://www.cisecurity.org/ms-isac/services/ncsr/, and I will seek the assistance of my parent organization Chief Information Officer (CIO), Chief Information Security Officer (CISO), or IT director/manager to assist with completing this requirement.

I understand if the NCSR is not completed by December 31, 2020, that my FY 2020 grant agreement will be revoked for failure to comply with this FEMA requirement.

Danon Smith

Printed Name

Baldwin

County

Daron Smith

Signature

Please return to your respective ALEA grant manager.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

SUBRECIPIENT FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, hereinafter referred to as the "COMMISSION," and the Magnolia Springs Volunteer Fire Department, hereinafter referred to as the "SUBRECIPIENT":

WITNESSETH

WHEREAS, the COMMISSION has received approval from the Alabama Law Enforcement Agency, an agency of the State of Alabama having responsibility for Homeland Security at the state level, for a $49,937.00 grant (the "Grant") from the State Homeland Security Grant Program through the Alabama Law Enforcement Agency (ALEA)to be utilized by the COMMISSION as follows:

> **The COMMISSION will use the Homeland Security Grant Program funds, in the amount of $49,937.00, for the purchase of mobile radios and related accessories/components listed in the grant Budget Detail Worksheet (BDW) in the Sub-Grantee Agreement between the Commission and ALEA. These items will be released to the SUBRECIPIENT for use in local public safety and law enforcement activities and programs.**

WHEREAS, the Alabama Law Enforcement Agency desires to have the COMMISSION purchase and utilize the aforementioned equipment under the Homeland Security Grant Program, and therefore, in consideration of the public benefits moving each to the other, it is mutually agreed by and between the COMMISSION and the SUBRECIPIENT as follows:

I. AUTHORITY

The COMMISSION has the authority to act as a pass-through entity as prescribed by the Alabama Law Enforcement Agency to expend Homeland Security Grant Program grant funds on behalf of the SUBRECIPIENT, conveyed by the Alabama Law Enforcement Agency, a state agency, pursuant to, without limitation, Section 11-1-10 of the Code of Alabama (1975).

The SUBRECIPIENT represents and warrants to the County that it is authorized by law to receive grant-funded items from the COMMISSION, and such activity will not be in violation of Article IV, Section 94, or amendments thereto, of the Constitution of Alabama 1901, or any other constitutional or statutory provision.

II. SERVICES

The STATE OF ALABAMA will reimburse the COMMISSION in accordance with all applicable statutes, rules and regulations related to the Grant, up to a maximum of $49,937.00 in Homeland Security Grant funds for the following activities to be carried out by the COMMISSION on behalf of the SUBRECIPIENT.

III. APPROPRIATION

The SUBRECIPIENT will submit a request to the COMMISSION that details the items requested to be purchased with grant funds and any other such pertinent information as may be needed as determined by the COMMISSION. Under certain conditions, the request for services or an item contained in the request may have to be bid by the COMMISSION's Purchasing Officer/Department. All grant funds must be expended no later than October 31, 2021.

The SUBRECIPIENT shall assist in providing documentation to the COMMISSION for expenditures, as follows:

1. The SUBRECIPIENT shall submit price quotations.

2. The SUBRECIPIENT shall provide evidence that the matching funds, if required, are being paid or have been expended. If using volunteer hours for the purpose of satisfying the matching funds, the SUBRECIPIENT shall provide monthly time sheets of volunteer hours worked for auditing purposes.

3. The SUBRECIPIENT shall provide any additional information deemed necessary by the COMMISSION.

In the event the project is bid, the parties agree to comply with applicable provisions of the Alabama Competitive Bid Law, Alabama Public Works Law and other applicable law.

SUBRECIPIENT agrees to supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject grant funds.

SUBRECIPIENT shall, on a quarterly basis, file with the COMMISSION a report of its activities related to the subject grant funds.

IV. TERM AND TERMINATION

This Agreement shall cover services provided by the COMMISSION to the SUBRECIPIENT during the time period of November 1, 2020 to October 31, 2021**,** or until said Agreement is otherwise terminated as herein provided. The SUBRECIPIENT and the COMMISSION further agree that this Agreement may be terminated at any time by either party upon the issuance of a thirty (30) day written notice to the other of intent to terminate the same. In the event of termination by either party, the SUBRECIPIENT shall refund to the COMMISSION any portion of the Grant proceeds which the COMMISSION is required to pay back, forfeit, or reimburse pursuant to the Grant.

V. NON-DISCRIMINATION AND COMPLIANCE

The SUBRECIPIENT hereby covenants and agrees that, in performing its responsibilities and obligations hereunder, the SUBRECIPIENT, its officers, agents or employees will not, on the grounds of race, color, sex, religion, national origin, disability or age, discriminate or permit discrimination against any person or groups of persons in any manner. The SUBRECIPIENT further agrees to comply with all applicable laws, ordinances and regulations, and this Agreement shall be subject to the terms and conditions contained in the **Cooperative Agreement** between the Baldwin County Commission and the Alabama Law Enforcement Agency, which is hereby expressly incorporated into and made a part of this

Agreement. The SUBRECIPIENT also agrees to comply with all applicable state or federal regulations in receiving, disbursing, and accounting for said property purchased by the COMMISSION on behalf of the SUBRECIPIENT with grant funds as set out in **Cooperative Agreement**. The SUBRECIPIENT also agrees to assist the COMMISSION, as deemed necessary by the COMMISSION, in complying with the terms and conditions contained in **Cooperative Agreement**, including, but not limited to, reporting and audit requirements. The SUBRECIPIENT further agrees to comply with all COMMISSION procurement policies and procedures. The SUBRECIPIENT must adequately safeguard all property and must ensure that it is used solely for authorized purposes. The SUBRECIPIENT should also keep accurate records regarding the use and status of the property and ensure the proper use, maintenance, protection, and preservation of such property.

The SUBRECIPIENT shall furnish all records pertaining to the property to the COMMISSION, upon request. The COMMISSION shall perform annual site visits, which will include examination of such property and corresponding records kept by the SUBRECIPIENT to ensure the integrity of the property and its use. Theft, destruction, or loss of property shall be reported to the COMMISSION immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with the COMMISSION and the Alabama Law Enforcement Agency.

VI. INDEMNITY

The SUBRECIPIENT hereby covenants with the COMMISSION that it shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement or services provided or performed by the SUBRECIPIENT or any of its officers, agents or employees, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

If in any event the COMMISSION is required to pay back, forfeit, or reimburse any portion of the grant funding subject hereto, SUBRECIPIENT shall voluntarily and immediately remit and submit to COMMISSION an amount equaling such portion required to be paid back, forfeited or reimbursed.

The provisions of this Section VI. Indemnity shall survive the termination of this Agreement.

VII. NO THIRD-PARTY BENEFICIARIES OR AGENCY

It is the intent of the parties of this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. Nonparties to the Agreement may not claim benefits under the Agreement. The creation of an agency is strictly prohibited, and SUBRECIPIENT is forbidden to act on behalf or bind the COMMISSION for any purpose or reason.

VIII. INDEPENDENT CONTRACTOR

It is agreed between COMMISSION and SUBRECIPIENT that the SUBRECIPIENT is an independent contractor. SUBRECIPIENT acknowledges that it is an independent contractor, and SUBRECIPIENT shall at all times remain as such in performing hereunder. SUBRECIPIENT is not an

employee, servant, partner, or agent of the COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION in any manner. The parties agree that the SUBRECIPIENT 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 performing hereunder, and that COMMISSION's interests herein are expressly limited to the results of said services. The SUBRECIPIENT is not entitled to unemployment insurance benefits, and SUBRECIPIENT is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

IX. CHOICE OF LAW

This Agreement 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.

X. AMENDMENT

This Agreement may be amended or modified only by the written consent and agreement of the parties to this Agreement at the time of such amendment.

XI. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

XII. BINDING EFFECT

This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto and their respective successors and assigns.

XIII. ENTIRE AGREEMENT

This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties, and there are no other representations, conditions, covenants or agreements which shall be binding upon the parties.

XIV. RULE OF CONSTRUCTION

The parties hereto acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

XV. MISCELLANEOUS

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless context requires otherwise.

XVI. CAPTIONS

The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

XVII. REPRESENTATIONS AND WARRANTIES

The SUBRECIPIENT represents and warrants that it has the authority to enter into this Agreement on the terms and conditions contained herein, and the COMMISSION represents and warrants that it has the authority to enter into this Agreement on the terms and conditions contained herein.

XVIII. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement shall be held void or unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

XIX. NUMBER OF ORIGINALS

There is only one original of this Agreement which shall be retained by the COMMISSION.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Agreement as the date of approval of the Chairman of the Baldwin County Commission.

Magnolia Springs Volunteer Fire Department
14809 Gates Ave
Magnolia Springs, AL 36555

BY: _____
KAYLAN DRISKELL
CHIEF, MAGNOLIA SPRINGS VOLUNTEER FIRE DEPT.

ATTEST:

NAME: _____

_____/_____
NOTARY DATE

STATE OF ALABAMA
COUNTY OF BALDWIN

BALDWIN COUNTY COMMISSION

BY:_____/_____
JOE DAVIS, III /DATE
AS ITS: CHAIRMAN

ATTEST:

_____/_____
WAYNE A. DYESS / DATE
AS ITS: COUNTY ADMINISTRATOR

STATE OF ALABAMA
COUNTY OF BALDWIN

I,_____, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE A. 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_____, 2020.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

Baldwin County Commission

Agenda Action Form

File #: 21-0353, **Version:** 1 **Item #:** BK3

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Zachary Hood, EMA Director
Submitted by: Danon Smith, EMA Planning & Grants Division Manager

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ITEM TITLE
Fiscal Year 2020 Homeland Security Grant Agreement: Spanish Fort Police Department $49,969 for Crowded Place Protection Equipment

STAFF RECOMMENDATION
Take the following actions:

1) Approve and execute the Cooperative Agreement State Homeland Security Grant Program between the Alabama Law Enforcement Agency (ALEA) and Baldwin County Commission (Baldwin County Emergency Management Agency) as the pass-through entity for the purchase of expandable soft target/crowded place equipment for the Spanish Fort Police Department, per their budget detail worksheet submitted with their grant application. The terms of the agreement shall commence on November 1, 2020, and end on October 21, 2021; and

2) Approve and execute the Sub-Recipient Funding Agreement between the Baldwin County Commission and the City of Spanish Fort (Police Department).

3) Authorize the Chairman to execute any other documents related to the Cooperative Agreement and the Sub-Recipient Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Baldwin County EMA works with interested homeland security funding-eligible agencies and departments (police, fire, and local governments) to make application to the annual state homeland security grant program, managed at the state level by ALEA. The EMA Planning & Grants Division works with Baldwin County's applicants to provide guidance and information, review and compile applications from Baldwin County and submit them to ALEA for consideration. Upon award, EMA Planning & Grants Division is responsible for follow-up, implementation, and grant management. This is a competitive grant program designed to increase capabilities for homeland security and resilience at the local level.

FINANCIAL IMPACT

Total cost of recommendation: $49,969.00, to be offset by grant revenue

Budget line item(s) to be used: 70000 series, to be determined

If this is not a budgeted expenditure, does the recommendation create a need for funding?
No.

LEGAL IMPACT

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

Reviewed/approved by: County Attorneys B. Hicks, L. Coker, and L. Collinsworth

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: County Administration Staff and EMA Staff

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

1) Obtain Chairman's signature on one (1) original cooperative agreement.
    a. Retain one (1) original agreement and send one (1) copy of correspondence and executed agreement via email to Tiffany Bailey at Tiffany.Bailey@alea.gov <mailto:Tiffany.Bailey@alea.gov> and Danon Smith at danon.smith@baldwincountyal.gov <mailto:danon.smith@baldwincountyal.gov> .

2) Obtain Chairman's signature on one (1) original sub-recipient agreement.
    a. Retain one (1) original agreement and send one (1) copy of correspondence and executed agreement via email to Tiffany Bailey at Tiffany.Bailey@alea.gov <mailto:Tiffany.Bailey@alea.gov> and Danon Smith at danon.smith@baldwincountyal.gov <mailto:danon.smith@baldwincountyal.gov> .EMA Planning & Grants Division will be responsible for implementation of grant activities.
    b. EMA Staff: Grant Implementation and Management

Additional instructions/notes: N/A

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Sub-Grantee Name & Address: BALDWIN COUNTY EMA 23100 MCAULIFFE DR ROBERTSDALE, AL 36567-3189		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY	4. Amount of:	5. Effective Dates	6. Award Number:
2020	Federal: $49,969.00	Begin: 11/01/2020	20LOC
	Total: $49,969.00	End: 10/31/2021	Spanish Fort PD

BALDWIN COUNTY EMA is herein referred to as the Subrecipient Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2020 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Subrecipient agrees to use allocated funds only as approved; to comply with the terms conditions and guidelines, as stated within this agreement; in to request reimbursement only for expenditures made in accordance with the Approved Budget Worksheet. Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

2. Allowable Costs: The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in the applicable Code of Federal Regulation referenced above. Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services.

3. Audit Requirements: The Sub-Grantee and Equipment Recipient or Sub-Recipient must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with Government Auditing Standards. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

4. Non-Supplanting Agreement: The Subrecipient understands and hereby certifies that federal funds made available under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purpose. Federal funds must supplement State and local funds, not supplant them.

5. Project Implementation: If a project is not operational within 90 days of the original starting date the Subrecipient must report on the quarterly progress report to ALEA the steps taken to initiate the project, the reasons for the delay, and the expected starting date. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. Written Approval of Changes: Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Subrecipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Municipal Code. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

9. Personnel and Travel Costs: The FEMA/DHS Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee Subrecipient must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: The Sub-Grantee's-Subrecipient accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.

13. Financial Responsibility: The financial responsibility of the Sub-Grantee-Subrecipient must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

c. The accounting system should provide accurate and current financial reporting information;

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient Subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the ~~Sub~~-Grantee or the Equipment Recipient (Sub-Recipient).

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee and/or Subrecipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
(2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
(4) Adequate maintenance procedures must be developed to keep the property in good condition.
(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations.* The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.

17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.

23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.

24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.

Initial Here DHS

26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2 CFR 200- Subpart F, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification, other report or document.

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA meet the NIMS compliance requirements in order to receive FY20 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY20 Homeland Security Grant Program funding.

a. The Sub-Grantee of FY20 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

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a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

33. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY20 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency.* Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package. Unless Sub-Grantee is a part of the Operation Stonegarden in conjunction with FEMA/DHS and Office of Border Patrol and Customs.

34. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

35. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($750,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning	10/01/2019	Ending	09/30/20

2. Audit will be submitted to ALEA Accounting Office by:	04/30/2021
	(Date)

NOTE: The audit or written certification must be submitted to ALEA, ***no later than the ninth month after the end of the audit period.***

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with CFR 200 – Subpart F

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By
Name: Danon Smith Title: Planning/Grants Division Manager

Signature: Danon Smith

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

36. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds 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. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATION BY THE SUB-GRANTEE

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.

Name: Joe Davis, III

Title: Chairman

Agency Address: Baldwin County Commission 312 COurthouse Square, Ste. 12 Bay Minette, AL 36507

Phone Number: 251-972-8510 (Danon Smith, EMA Planning & Grants Division Manager is

Fax Number: 251-580-1616 Point of Contact for this grant.)

Mobile Number: 251-753-5201

E-Mail Address: danon.smith@baldwincountyal.gov

Signature: Date:

CERTIFICATION BY OFFICIAL AUTHORIZED

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.

Name: Zachary M. Hood

Title: Director, Baldwin County EMA + Homeland Security POC (Danon Smith is Alt. HS POC)

Agency Address: 23100 McAuliffe Dr. Robertsdale, AL 36567

Phone Number: 251-972-8510

Signature: Zachary M. Hood Date: 12/1/2020

NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name: Michael M. McMillan

Title, Agency, Agency Address, Phone Number:
Mayor, City of Spanish Fort, 7361 Spanish Fort Blvd. Spanish Fort, AL 36527

Signature: SIGN HERE Date: 12/28/20

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: Hal Taylor Date: 12/2/2020

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Sub-grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-grantees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING
   As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

   A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

   C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

   As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

   A. The applicant certifies that it and its principals:

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

      (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

      (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

      (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

   B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES **RECEIVING $50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
(a) The dangers of drug abuse in the workplace;
(b) The grantee's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation and employee assistance programs, and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

(a) Abide by the terms of the statement; and
(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO SUB-GRANTEES RECEIVING $50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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Alabama Homeland Security Program
FY 2020 Budget Detail Worksheet

County/Agency: Spanish Fort Police

Grant: HOMELAND SECURITY LOCAL

Date: July 21, 2020

*Revision #: 1st Version

Dana Smith

*A revised worksheet must be submitted for addition or deletion of items from the original budget detail worksheet.
If additions, deletions, or changes in cost total $1000 or more, a new sign-off sheet by stakeholders is also required.

Category must be one of the following: Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (SC), Interoperable Communications (Int. Op), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE) CBRNE Logistical Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VEH), CBRNE Reference Materials (REF), CBRNE Detection (DET), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism PR & M (AG), CBRNE Response Watercraft (Water), CBRNE Aviation (Air), Intervention Equipment (IE), Other Authorized Equipment (OAE), Inspection & Screening Systems (I&S)

Discipline Abbreviations: LE-Law Enforcement, EMS-Emergency Medical Services, EMA-Emergency Management, FS-Fire Services, HZ-HAZMAT, PW-Public Works, PH-Public Health, GA-Governmental Administrative, PSC-Public Safety Communications, HC-Health Care

CATEGORY	AEL Ref #	ITEM	COST EACH	QUANTITY	TOTAL	DISCIPLINE	RECIPIENT	
IT		Computer	$2,600.00	1	$2,600.00	LE		
IT		Video Wall	$5,410.00	1	$5,410.00	LE		
IT		Networking	$3,036.00	1	$3,036.00	LE		
IT		Wireless Netorking	$1,845.00	1	$1,845.00	LE		
IT		Network Surge Protection	$1,074.00	1	$1,074.00	LE		
PS		Lpr Site	$4,354.00	6	$26,124.00	LE		
PS		DVR Sites	$1,720.00	4	$6,880.00	LE		
IT		Furniture	$3,000.00	1	$3,000.00	LE		
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
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					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
Grand Total					$49,969.00			

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

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

ALEA HOMELAND SECURITY

*** SUB-GRANTEE ACKNOWLEDGEMENT FORM ***

I understand as a county homeland security point of contact who received FY 2020 State Homeland Grant Program Funds that I must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2020.

I understand the NCSR can be found at https://www.cisecurity.org/ms-isac/services/ncsr/, and I will seek the assistance of my parent organization Chief Information Officer (CIO), Chief Information Security Officer (CISO), or IT director/manager to assist with completing this requirement.

I understand if the NCSR is not completed by December 31, 2020, that my FY 2020 grant agreement will be revoked for failure to comply with this FEMA requirement.

Danon Smith

Printed Name

Baldwin

County

Daron Smith

Signature

Please return to your respective ALEA grant manager.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

SUBRECIPIENT FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, hereinafter referred to as the "COMMISSION," and the City of Spanish Fort, Spanish Fort Police Department, hereinafter referred to as the "SUBRECIPIENT":

WITNESSETH

WHEREAS, the COMMISSION has received approval from the Alabama Law Enforcement Agency, an agency of the State of Alabama having responsibility for Homeland Security at the state level, for a $49,969.00 grant (the "Grant") from the State Homeland Security Grant Program through the Alabama Law Enforcement Agency (ALEA)to be utilized by the COMMISSION as follows:

> **The COMMISSION will use the Homeland Security Grant Program funds, in the amount of $49,969.00, for the purchase of expandable soft target/crowded place equipment listed in the grant Budget Detail Worksheet (BDW) in the Sub-Grantee Agreement between the Commission and ALEA. These items will be released to the SUBRECIPIENT for use in local public safety and law enforcement activities and programs.**

WHEREAS, the Alabama Law Enforcement Agency desires to have the COMMISSION purchase and utilize the aforementioned equipment under the Homeland Security Grant Program, and therefore, in consideration of the public benefits moving each to the other, it is mutually agreed by and between the COMMISSION and the SUBRECIPIENT as follows:

I. AUTHORITY

The COMMISSION has the authority to act as a pass-through entity as prescribed by the Alabama Law Enforcement Agency to expend Homeland Security Grant Program grant funds on behalf of the SUBRECIPIENT, conveyed by the Alabama Law Enforcement Agency, a state agency, pursuant to, without limitation, Section 11-1-10 of the Code of Alabama (1975).

The SUBRECIPIENT represents and warrants to the County that it is authorized by law to receive grant-funded items from the COMMISSION, and such activity will not be in violation of Article IV, Section 94, or amendments thereto, of the Constitution of Alabama 1901, or any other constitutional or statutory provision.

II. SERVICES

The STATE OF ALABAMA will reimburse the COMMISSION in accordance with all applicable statutes, rules and regulations related to the Grant, up to a maximum of $49,969.00 in Homeland Security Grant funds for the following activities to be carried out by the COMMISSION on behalf of the SUBRECIPIENT.

III. APPROPRIATION

The SUBRECIPIENT will submit a request to the COMMISSION that details the items requested to be purchased with grant funds and any other such pertinent information as may be needed as determined by the COMMISSION. Under certain conditions, the request for services or an item contained in the request may have to be bid by the COMMISSION's Purchasing Officer/Department. All grant funds must be expended no later than October 31, 2021.

The SUBRECIPIENT shall assist in providing documentation to the COMMISSION for expenditures, as follows:

1. The SUBRECIPIENT shall submit price quotations.

2. The SUBRECIPIENT shall provide evidence that the matching funds, if required, are being paid or have been expended. If using volunteer hours for the purpose of satisfying the matching funds, the SUBRECIPIENT shall provide monthly time sheets of volunteer hours worked for auditing purposes.

3. The SUBRECIPIENT shall provide any additional information deemed necessary by the COMMISSION.

In the event the project is bid, the parties agree to comply with applicable provisions of the Alabama Competitive Bid Law, Alabama Public Works Law and other applicable law.

SUBRECIPIENT agrees to supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject grant funds.

SUBRECIPIENT shall, on a quarterly basis, file with the COMMISSION a report of its activities related to the subject grant funds.

IV. TERM AND TERMINATION

This Agreement shall cover services provided by the COMMISSION to the SUBRECIPIENT during the time period of November 1, 2020 to October 31, 2021**,** or until said Agreement is otherwise terminated as herein provided. The SUBRECIPIENT and the COMMISSION further agree that this Agreement may be terminated at any time by either party upon the issuance of a thirty (30) day written notice to the other of intent to terminate the same. In the event of termination by either party, the SUBRECIPIENT shall refund to the COMMISSION any portion of the Grant proceeds which the COMMISSION is required to pay back, forfeit, or reimburse pursuant to the Grant.

V. NON-DISCRIMINATION AND COMPLIANCE

The SUBRECIPIENT hereby covenants and agrees that, in performing its responsibilities and obligations hereunder, the SUBRECIPIENT, its officers, agents or employees will not, on the grounds of race, color, sex, religion, national origin, disability or age, discriminate or permit discrimination against any person or groups of persons in any manner. The SUBRECIPIENT further agrees to comply with all applicable laws, ordinances and regulations, and this Agreement shall be subject to the terms and conditions contained in the **Cooperative Agreement** between the Baldwin County Commission and the Alabama Law Enforcement Agency, which is hereby expressly incorporated into and made a part of this Agreement. The SUBRECIPIENT also agrees to comply with all applicable state or federal regulations in receiving, disbursing, and accounting for said property purchased by the COMMISSION on behalf of the

SUBRECIPIENT with grant funds as set out in **Cooperative Agreement**. The SUBRECIPIENT also agrees to assist the COMMISSION, as deemed necessary by the COMMISSION, in complying with the terms and conditions contained in **Cooperative Agreement**, including, but not limited to, reporting and audit requirements. The SUBRECIPIENT further agrees to comply with all COMMISSION procurement policies and procedures. The SUBRECIPIENT must adequately safeguard all property and must ensure that it is used solely for authorized purposes. The SUBRECIPIENT should also keep accurate records regarding the use and status of the property and ensure the proper use, maintenance, protection, and preservation of such property.

The SUBRECIPIENT shall furnish all records pertaining to the property to the COMMISSION, upon request. The COMMISSION shall perform annual site visits, which will include examination of such property and corresponding records kept by the SUBRECIPIENT to ensure the integrity of the property and its use. Theft, destruction, or loss of property shall be reported to the COMMISSION immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with the COMMISSION and the Alabama Law Enforcement Agency.

VI. INDEMNITY

The SUBRECIPIENT hereby covenants with the COMMISSION that it shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement or services provided or performed by the SUBRECIPIENT or any of its officers, agents or employees, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

If in any event the COMMISSION is required to pay back, forfeit, or reimburse any portion of the grant funding subject hereto, SUBRECIPIENT shall voluntarily and immediately remit and submit to COMMISSION an amount equaling such portion required to be paid back, forfeited or reimbursed.

The provisions of this Section VI. Indemnity shall survive the termination of this Agreement.

VII. NO THIRD-PARTY BENEFICIARIES OR AGENCY

It is the intent of the parties of this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. Nonparties to the Agreement may not claim benefits under the Agreement. The creation of an agency is strictly prohibited, and SUBRECIPIENT is forbidden to act on behalf or bind the COMMISSION for any purpose or reason.

VIII. INDEPENDENT CONTRACTOR

It is agreed between COMMISSION and SUBRECIPIENT that the SUBRECIPIENT is an independent contractor. SUBRECIPIENT acknowledges that it is an independent contractor, and SUBRECIPIENT shall at all times remain as such in performing hereunder. SUBRECIPIENT is not an employee, servant, partner, or agent of the COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION in any manner. The parties agree that the SUBRECIPIENT 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 performing hereunder, and that COMMISSION's interests herein are expressly limited to the results of said services. The SUBRECIPIENT is not entitled to unemployment insurance benefits, and SUBRECIPIENT is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

IX. CHOICE OF LAW

This Agreement 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.

X. AMENDMENT

This Agreement may be amended or modified only by the written consent and agreement of the parties to this Agreement at the time of such amendment.

XI. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

XII. BINDING EFFECT

This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto and their respective successors and assigns.

XIII. ENTIRE AGREEMENT

This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties, and there are no other representations, conditions, covenants or agreements which shall be binding upon the parties.

XIV. RULE OF CONSTRUCTION

The parties hereto acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

XV. MISCELLANEOUS

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless context requires otherwise.

XVI. CAPTIONS

The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

XVII. REPRESENTATIONS AND WARRANTIES

The SUBRECIPIENT represents and warrants that it has the authority to enter into this Agreement on the terms and conditions contained herein, and the COMMISSION represents and warrants that it has the authority to enter into this Agreement on the terms and conditions contained herein.

XVIII. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement shall be held void or unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

XIX. NUMBER OF ORIGINALS

There is only one original of this Agreement which shall be retained by the COMMISSION.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Agreement as the date of approval of the Chairman of the Baldwin County Commission.

City of Spanish Fort
Spanish Fort Police Department
7361 Spanish Fort Blvd.
Spanish Fort, AL 36555

BY: _____
MICHAEL M. MCMILLAN
MAYOR, CITY OF SPANISH FORT

ATTEST:

NAME: _____

_____/_____
REBECCA A. GAINES DATE
CITY CLERK, CITY OF SPANISH FORT

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that MICHAEL M. MCMILLAN, whose name as MAYOR of the CITY OF SPANISH FORT, 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 CITY OF SPANISH FORT on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2020.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

BY: _____/_____
JOE DAVIS, III / DATE
AS ITS: CHAIRMAN

ATTEST:

_____/_____
WAYNE A. DYESS / DATE
AS ITS: COUNTY ADMINISTRATOR

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE A. 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 _____, 2020.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

Baldwin County Commission

Agenda Action Form

File #: 21-0337, **Version:** 1 **Item #:** BL1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Allison Owens, Chief Administrative Assistant

ITEM TITLE
J.M. Wood Auction Company, Inc. - Equipment Auction for the Solid Waste Department

STAFF RECOMMENDATION
Take the following action:

Approve and authorize the Chairman to execute the attached list of Solid Waste Department equipment for sale by auction at the J.M. Wood Auction facility in Montgomery, Alabama, on March 16-20, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: 12/17/2019

Background: December 17, 2019 - The Commission approved an Auction Sales Agreement between J.M. Wood Auction Company, Inc., and Baldwin County, which is applicable to all departments of the Commission, with all future auction inventory lists being brought to the Commission for approval. (This agreement became effective January 1, 2020 and will terminate 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 Solid Waste Department and Highway Department equipment for sale by auction at the J.M. Wood Auction facility in Montgomery, Alabama on March 17-21, 2020.

There is a $109,000.00 Gross Guarantee for the Solid Waste Department auction equipment for the March 16-20, 2021, auction. Per the contract, there will be a 6% commission deducted from the proceeds.

FINANCIAL IMPACT

Total cost of recommendation: Solid Waste Department Estimated Gross Proceeds ($109,000.00)

Budget line item(s) to be used: 511.47900

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: County Administration Staff; Ed Fox

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff prepare correspondence and have two (2) JM Wood Auction List BCSW executed by the Chairman. Send copies via email to Ed Fox and Allison Owens. Ed Fox will handle follow up activity for equipment auction.

Contact:
Attn: Bryant S. Wood
J.M. Wood Auction Company, Inc.
3475 Ashley Road
Montgomery, AL 36108

Additional instructions/notes: N/A

Exhibit A
Mr. Ed Fox
Baldwin County Solid Waste
December 1, 2020

J.M. WOOD AUCTION COMPANY, INC.
3475 ASHLEY ROAD
MONTGOMERY, AL 36108
334.264.3265

DEAL TYPE:		APPRAISAL							
EQPT #	CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRED
77	DAY CAB TRUCKS	2007	KENWORTH	W900	1XKWDB0X17J179861	T/A, 475 HP CAT diesel engine, 18-speed transmission, wet kit, air ride, 11R24.5 tires, County Owned	397,568		*clean-up
104	Garbage | Sanitation Trucks	2015	MACK	GU813	1M2AX13C4FM027503	T/A, 345 HP MACK MP7 engine, Allison A/T, 46k rears, 18k front, Loadmaster garbage body with two tippers, 11R24.5 rear tires, 385/65R22.5 front tires, County Owned	91,064		*clean-up
98	Garbage | Sanitation Trucks	2011	KENWORTH		1NKDLU0X1BJ280603	T/A, CAT diesel engine, Allison A/T, 46k rears, 18,180 front, Wayne garbage body with one tipper, County Owned	138,238		*clean-up
73	Garbage | Sanitation Trucks	2007	KENWORTH	T300	2NKMHD6X37M172332	T/A, CAT diesel engine, Allison A/T, garbage body with one tipper, County Owned	N/A DEAD BATTERY		*clean-up
102	Garbage | Sanitation Trucks	2014	MACK	GU813	1M2AX13C7EM026425	T/A, Mack diesel engine, Allison A/T, 46k rears, 18k front, Loadmaster garbage body with two tippers, County Owned	N/A IN SHOP		*clean-up

Auction Date: March 16-20, 2021
Location: Montgomery, Alabama
Gross Guarantee: $109,000.00
Commission: 6% per Baldwin County Contract.
J.M. Wood Auction Co, Inc. will freight all equipment to the Montgomery Facility.

Baldwin County Commission

Date

Bryant S. Wood, President
J.M. Wood Auction Company, Inc.

12/1/2020

Date

Exhibit A
Mr. Ed Fox
Baldwin County Solid Waste
December 1, 2020

J.M. WOOD AUCTION COMPANY. INC.
3475 ASHLEY ROAD
MONTGOMERY, AL 36108
334,264.3265

DEAL TYPE: **APPRAISAL**

EQPT#	CATEGORY	VEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MiI ES	CONDfTION	REPAIRS REQUIRED
77	DAV CAB TRUCKS	2007	KENWORTH	W'JOU	IXKWDBOX17J179861	T/A, 475 HP CAT dlesol engine, 18-speed transmission, wet kit, air ride, 11R24.S trres. County Own•d	397,568		•dean-up
104	Garbage I Sanitation Trucks	2015	MAK	GU813	IM2AX13CAFM027S03	T/A, 345 HP MACK MP? engine, Allison A/T, 46 rears, 18k front, toadmaster garbage bc>dy with two tlppers, IIR24.S rear tires, 385/65RII.5 f.....• ..... r ..... n ..... :	91,064		•dean-up
98	Garbage I Sanitation Trucks	2011	KENWORTH		INKOIUOXIBJ280603	T/A, CAT diesel c.ngine, Alltson Afr, 46k rears, 18,180 front, Wayne garbage body with one tipper, Countv Owned	138,238		'clean up
73	Garbage I Sanitation Trucks	2007	KENWORTH	1100	2NKMHD6X37MI72332	T/A. CAT diesel engine, Allison A/T, garbage body with one lipper, County Owned	N/A DEAD BATTERY		'clean-up
102	Garbage I Sanitation Trucks	2014	MACK	GU813	1M2AXBC7EM026425	T/A, Mack diesel engine, Allison A/T, 46k rears.18k front, loadmaster garbage body with two tippers, County Owned	N/AIN SHOP		•clean-up

Aucdon D1t··: MIfch 16-20, 2021
location: MDIlta,omuy, Al1b1m1
Gross GuarantH:: S109,000,00
Commission: 6" per8.lldwln COunty Contract.
J.M. Wood Auction Co, Inc. wm freight all equipment to the Mont,omery Facilitv.

jB1ldwln County Commission

ID•!!

Bryant S. Wood, President
J.M. Wood Auction Company, Inc.
12/1/2020
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.

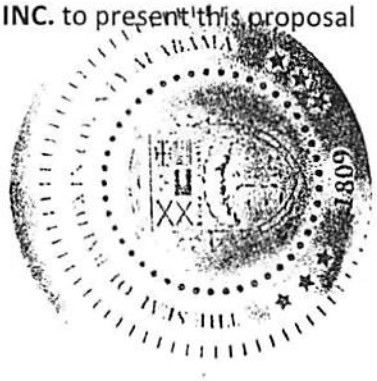
- **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue Baldwin County a check for full settlement within 8 banking days after the date of auction. Any service fees incurred such as clean-up or repairs will be deducted from seller's 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:

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.

Baldwin County Commission

Agenda Action Form

File #: 21-0361, **Version:** 1 **Item #:** BN1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Halley Black, Office Manager

ITEM TITLE
Intergovernmental Service Agreement between Baldwin County and the Town of Magnolia Springs for Installation of Signs on Magnolia Springs Highway inside Magnolia Springs Town Limits

STAFF RECOMMENDATION
Approve an Intergovernmental Service Agreement between Baldwin County and the Town of Magnolia Springs for the Baldwin County Highway Department to perform the following for an estimated cost of $1,119.52:

1) Install speed limit and advanced warning signage on Magnolia Springs Highway inside Magnolia Springs town limits; and

2) Install advance warning signage on Magnolia Springs Highway and Old Marlow Road on County maintained portions of said roads; and

3) Reduce the speed limit on Magnolia Springs Highway north of County Road 26 from 35 MPH to 30 MPH for consistency with and at the request of the Town of Magnolia Springs; and

4) Reduce the speed limit on Old Marlow Road south of US Highway 98 from 35 MPH to 25 MPH for consistency with and at the request of the Town of Magnolia Springs.

The Town of Magnolia Springs will be invoiced for actual costs upon completion of the project. Actual costs will include materials, labor, and equipment for work performed on County maintained roads, and only labor and equipment for work performed on Town maintained roads. The Town of Magnolia Springs will provide material for work performed on Town maintained roads.

(This agreement shall be effective upon full execution and terminate after twelve (12) months, unless terminated by either party upon delivery of a thirty (30) day notice of termination.)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Town of Magnolia Springs is requesting assistance from Baldwin County for new signage along various roads in and around Magnolia Springs. They have also requested that Baldwin County change the speed limit on County maintained portions of Magnolia Springs Highway and Old Marlow Road to match speed limits set by the Town on its maintained portions of said roads.

FINANCIAL IMPACT

Total cost of recommendation: The Town of Magnolia Springs will be invoiced for applicable materials, labor, and equipment.

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: Intergovernmental Service Agreement used as previously approved by the County Attorney (01/7/2020) 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; Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff prepare correspondence and have agreement executed by the Chairman. Highway Department will schedule the work and send invoice upon completion of project.

Contact:
Honorable Kim Koniar
Mayor of Town of Magnolia Springs

Post Office Box 890
Magnolia Springs, Alabama 36555

Additional instructions/notes: N/A

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the Town of Magnolia Springs, Alabama (hereinafter "Town"), as follows:

R E C I T A L S

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and Town is an incorporated municipality of the State of Alabama; and

Whereas, County and Town are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively "control") certain public roads inside their respective jurisdictions; and

Whereas, with the consent of the Town Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and Town acknowledge and agree that the roads listed below, as identified and depicted on *Exhibit A* hereto, are situated inside the present incorporated municipal limits of Town, and are roads over which Town is responsible for and over which Town exercises control; and

Whereas, the Town has requested that the County assist the Town in its efforts to perform installation of signs on Magnolia Springs Highway inside Magnolia Springs Town Limits; and

Whereas, the Town has requested that the County reduce the speed limit on Magnolia Springs Highway north of County Road 26 from 35 MPH to 30 MPH for consistency with the Town of Magnolia Springs; and

Whereas, the Town has requested that the County reduce the speed limit on Old Marlow Road south of US Highway 98 from 35 MPH to 25 MPH for consistency with the Town of Magnolia Springs; and

Whereas, the Town has requested that the County perform installation of signs on Magnolia Springs Highway and Old Marlow Road on County maintained portions of said roads; and

Whereas, the County submitted an Estimate Sheet (*Exhibit B*) identifying an approximation (i.e. $1,119.52) of the actual value for material, labor and equipment that the County has placed upon the services to install signage on the roads listed above; and

Whereas, the Town wishes for the County to perform the requested services even though the Estimate Sheet (*Exhibit B*) may or may not reflect the actual cost incurred by the County to perform said services on behalf of the Town; and

Whereas, the Town agrees to remit to the County any and all applicable actual costs for material, labor, and equipment incurred by County in its performance of this Agreement; and

Whereas, County and Town now wish to enter into this Agreement to provide signage on the roads listed above which are inside the Town's jurisdiction.

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.

2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide for signage installment on the above listed public roads and rights-of-way inside the corporate limits of the Town.

3. **Town Remains Owner of Right-of-Way:** The Town, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over the road portions specifically identified and depicted on *Exhibit A* hereto. The County shall obtain no rights, responsibilities or control over the road portions as a result of this Agreement or the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement. Nothing contained herein shall be construed to require or result in the County assuming responsibility for any public streets inside the Magnolia Springs Town Limits.

4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.

5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any road or road portion not expressly identified and depicted herein.

6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.

7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").

8. **Term:** The term of this Agreement shall be for twelve (12) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.

9. **Services to be Performed by County:**

   A. Perform signage installation on above listed roads
   B. Remit invoice to the Town for:
      1. All applicable actual material, labor and equipment costs incurred for County maintained roads; and
      2. All applicable actual labor and equipment costs incurred for Town maintained roads.
      Note: County cannot sell bid item materials to the Town.

10. **Services to be Performed by Town (the Project):**

    A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.
    B. Furnish and/or acquire all necessary property rights, including without limitation any necessary access and ownership rights, for access to the right-of-way without cost or liability to the County.
    C. Adjust and/or relocate all utilities for the project without cost to the County, if applicable.
    D. Promptly remit payment within 30 days of the receipt of invoice for all actual labor and equipment costs incurred by the County.
    E. Provide any materials necessary for the work inside Town limits.

11. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the Town shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To Town:	Town of Magnolia Springs Post Office Box 890 Magnolia Springs, Alabama 36555
To County:	Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

12. **Indemnity:** Town accepts the improvement, work, property, product and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to Town as to, and has no obligation for the condition of the improvements, work, property, product and services of the County. Town assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product and services of the County or Town. Town agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. Town for itself and Town Representatives waive and release the County from any claims for injury to persons or damage to the personal property by reason of the condition of the improvements, work, property, product and services of the County or otherwise.

    Furthermore, to the fullest extent allowed by law, Town shall defend, indemnify and hold County harmless from and against all demands, actions and claims of any description whatsoever, for property damage, personal injury (including death), actions in trespass and all other claimed loss, injury or damage, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder.

    All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this

Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense for the Town against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or Town or in any way diminish any immunity, absolute or qualified, to which the County and Town are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.

14. **Both Parties Contributed Equally to the Agreement**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and Town have contributed substantially and materially to the preparation of this Agreement.

15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.

17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

COUNTY:
BALDWIN COUNTY

_____ /
JOE DAVIS, III / 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 Joe Davis, III, and WAYNE DYESS, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the _____ day of _____, 2021.

_____
Notary Public

My Commission Expires:_____

TOWN:
THE TOWN OF MAGNOLIA SPRINGS

_____/_____
Mayor Kim Koniar /Date

ATTEST:

_____/_____
Town Clerk /Date

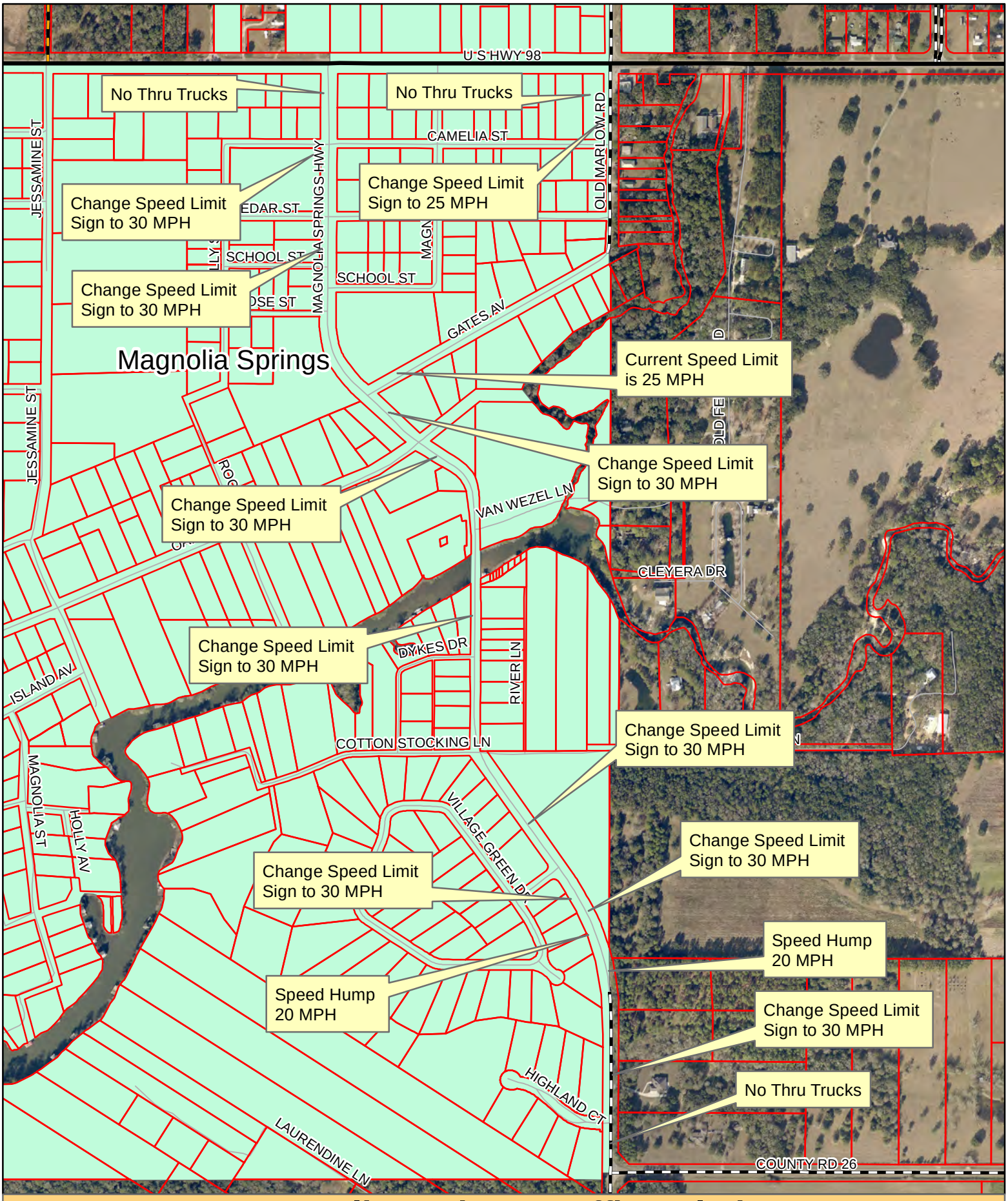
STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Kim Koniar, and _____, whose names as Mayor and Town Clerk of TOWN OF MAGNOLIA SPRINGS, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the Town of Magnolia Springs, Alabama.

Given under my hand and official seal this the _____ day of _____, 2021.

_____
Notary Public

My Commission Expires:_____



Magnolia Springs Traffic Calming Sign Changes

N
W E
S

0 0.07 0.14 0.21 0.28 Miles

Exhibit A

Baldwin County Highway Department Estimate Sheet					Exhibit B
DATE	12/16/2020	Area 300			
REQUESTED BY:	Jeromey Parks	SPONSORED BY:		LENGTH	WIDTH
LOCATION	Magnolia Springs HWY				
Scope of Work:	Placing Signs For the City of Magnolia Spring				

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	**Equipment**				
#78573	2014 Flat Bed -Sign Truck	HOURS	6	$35.00	$210.00
	TOTAL				$210.00
2	**LABOR**				
2	MAN HOURS WITH EQUIPMENT	HOURS	12	$30.00	$360.00
	TOTAL				$360.00
3	**MATERIAL**				
S39	12'Ft UC Channel Galvanized Post	Each	5	$22.44	$112.20
S18	Regulatory 30 Mph Speed Limit	Each	9	$23.60	$212.40
S18	Regulatory 25 Mph Speed Limit	Each	1	$23.60	$23.60
S19	Warning Sign(Speed Hump)	Each	2	$45.18	$90.36
S18	Regulatory Signs (No Thru Truck)	Each	3	$23.60	$70.80
S19	Warning Sign (20 Mph Advisory)	Each	2	$20.08	$40.16
	TOTAL				$549.52
	TOTAL COST ESTIMATE				**$1,119.52**

Baldwin County Commission

Agenda Action Form

File #: 21-0164, **Version:** 1 **Item #:** BN2

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Maintenance on Oyster Bay Road and Various Roads on Plash Island

STAFF RECOMMENDATION
Approve resuming maintenance of the following roads on and near Plash Island in the City of Gulf Shores and adding to the Baldwin County Maintained Road List:

Bon Bay Drive - 0.65 miles
County Road 6 Extension (including bridge) - 0.60 miles
Oyster Bay Road - 0.52 miles
Plash Road - 0.54 miles
The Loop - 0.23 miles
Todd Lane - 0.17 miles
White Lane - 0.26 miles

BACKGROUND INFORMATION

Previous Commission action/date: Various

Background:

February 8, 2006 - The City of Gulf Shores sent a letter requesting the County transfer the maintenance of County Road 4 W and County Road 6 W to the City. As a condition, the City requested the County pay $116,000.00 to cover the cost to repair roadway base failures on County Road 4 West and, at a later date to be determined by the City, pay for the resurfacing of both County Road 4 W and County Road 6 W one final time.

March 2, 2006 - The Commission approved Resolution #2006-72 transferring the maintenance of County Road 4 W and County Road 6 W and other local roads (see below) to the City for a cost of $116,000.00 and a final resurfacing (1-inch overlay) at a later date with a six-month notice from the City of Gulf Shores. Resurfacing will include any additional lanes added by Gulf Shores.

County Road 4 West - 2.73 miles
County Road 6 West - 4.70 miles
County Road 6 Extension (including bridge) - 0.64 miles
Plash Road - 0.50 miles
Bon Bay Drive - 0.40 miles
The Loop - 0.48 miles
George Street - 0.35 miles
Turpin Lane - 0.05 miles
Floyd Plash Lane - 0.16 miles
White Lane - 0.19 miles
Todd Lane - 0.14 miles (not included in resurfacing)

March 27, 2006
Gulf Shores adopted Resolution No. 4049-06 accepting maintenance of County Road 4 W, County Road 6 W and local roads as designated in County Resolution #2006-72.

May 24, 2006 - Gulf Shores sent a letter informing the County they will not assume maintenance of County Road 6 W due to less than 50% of property has been annexed into the City. Once that changes, the City would assume responsibility for the road. The City now proposes to keep the $116,000.00 given by the County for maintenance of County Road 4 W, and with City or developer funding, repair and overlay the first mile of the road from Highway 59 to the west side of new developments. The County will again agree to pay for 1-inch overlay for the entire County Road 4 W / County Road 6 W loop, with a six month notice from the City.

The City will accept maintenance of:

Entire distance of County Road 4 W including the short extension of County Road 6 W that runs westward from west end of County Road 4 W (including the Plash Island bridge).

Todd Lane - 0.14 miles
Plash Road - 0.50 miles
Bon Bay Drive - 0.40 miles
The Loop - 0.48 miles
Floyd Plash Lane - 0.16 miles

June 12, 2006
Gulf Shores amended Resolution No. 4049-06 (approved March 27, 2006) reflecting that the City only accepts maintenance of County Road 4 W and local roads as designated in BC Resolution #2006-72, with the exclusion of County Road 6 W and the City intends to continue to work with the County to accept County Road 6 W at some time in the future.

July 10, 2006
Gulf Shores Mayor attended Road and Bridge meeting to discuss County Road 6 W, etc.

July 20, 2006 - The Commission approved Resolution #2006-133 which stated:

1) All provisions of the County's Resolution #2006-72 shall remain in effect unless specifically addressed by this document.

2) The City will retain the $116,000.00 for maintenance of County Road 4 W and will repair and overlay the first mile of that road extending generally from Highway 59 to the new Waterdance Development.

3) The County will pay the costs of materials for a 1-inch overlay (125 lb/sy), for the entire County Road 4 W/ County Road 6 W Loop, within six (6) months of a request to do so.

4) The City will, upon the execution of this Resolution, accept control and maintenance responsibility of County Road 4 W, to include the short extension of County Road 6 W which runs westward from the end of County Road 4 W including the Plash Island Bridge, and:

a) Todd Lane - 0.14 miles
b) Plash Road - 0.50 miles
c) Bon Bay Drive - 0.40 miles
d) the Loop - 0.48 miles
e) Floyd Plash Lane - 0.16 miles

5) At the time that all properties adjacent to both sides of County Road 6 W are annexed into the City's corporate limits, the City will immediately assume control and maintenance responsibilities of such roadway.

Road maintenance of Plash Island roads was discussed during the January 19, 2020 and July 16, 2020 Road and Bridge 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: Highway Department add roads to the County Maintained Road List.

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

Additional instructions/notes: N/A

FEB 8, 2006

EXHIBIT
A

City of Gulf Shores, Alabama

GEORGE W. DUKE, III - Mayor
ERNIE SMITH - City Administrator

February 8, 2006

Section	File	Action	Info
Senior Engineer			
Administration			
Construction			
Maintenance			
Design			
Right-of-Way			
Accounting			
Area 100			
Area 200			
Area 300			

Honorable Albert Lipscomb, Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Re: County Road 4 West and County Road 6 West

Dear Commissioner Lipscomb:

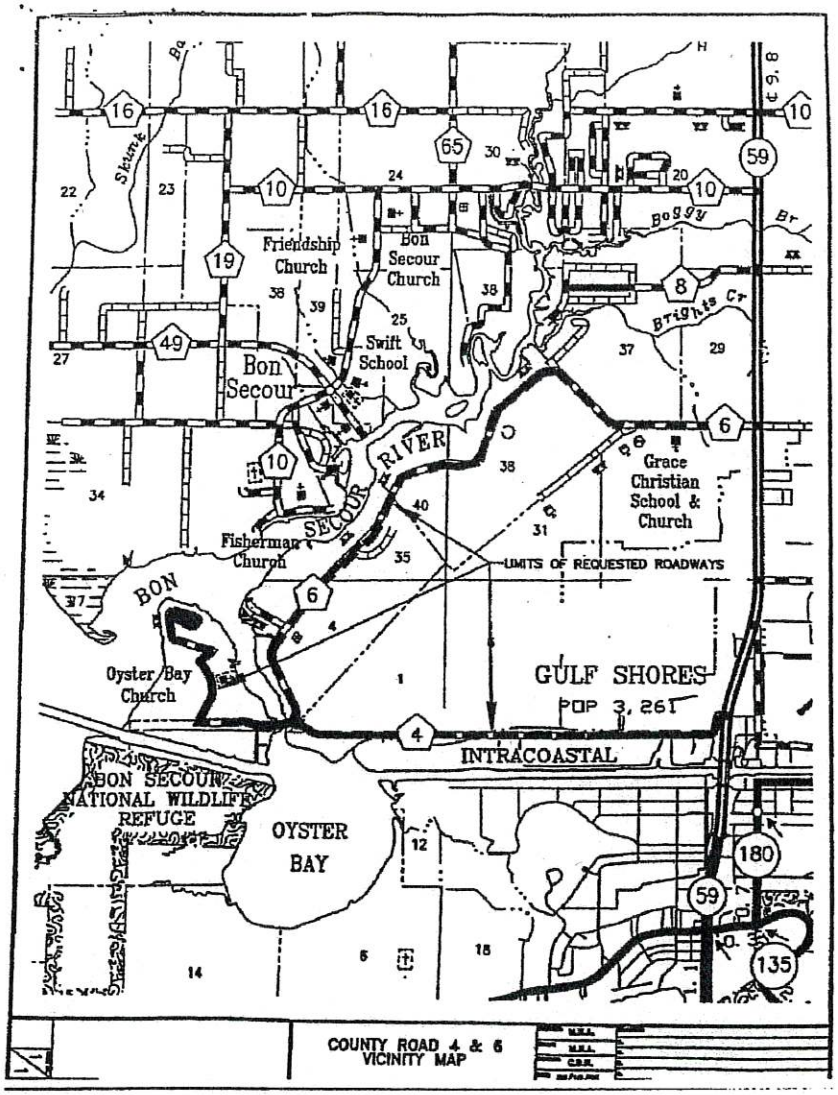
The City of Gulf Shores is requesting that Baldwin County transfer the maintenance of County Road 4 West and County Road 6 West to the City of Gulf Shores (see attachment). As a condition of this transfer, the City requires that the County pay the City $116,000, the amount required to repair roadway base failures along County Road 4 West, and at a later date to be determined by the City, pay for the resurfacing (1" overlay) of both County Road 4 West and County Road 6 West one final time. The City prefers to defer resurfacing until several large developments under construction are substantially completed.

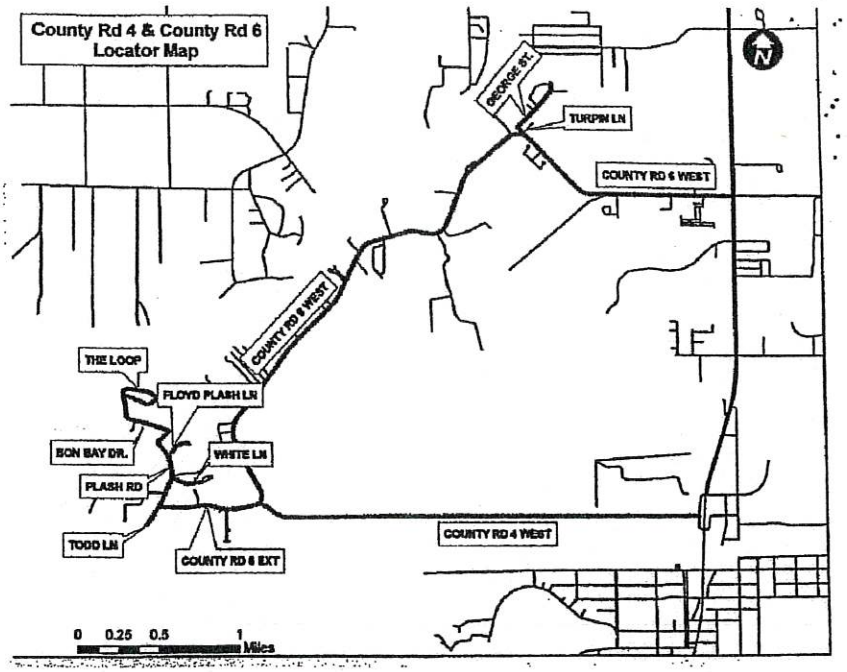
A copy of the resolution passed by the County Commission committing to fund this resurfacing and transferring the streets to the City, along with a check for $116,000, will be sufficient to complete the transfer as far as the City is concerned. Within thirty days of receipt of the resolution and the funds, the City will pass a resolution accepting County Roads 4 and 6 as shown on the attachment, and forward this resolution to your office.

Sincerely,

George W. Duke, III
Mayor

CDH/cdh
c: Commissioner Gruenloh
Cal Markert, County Engineer


Friendship Church
Bon Secour Church
Swift School
Bon Secour
BON SECOUR RIVER
Fisherman Church
Grace Christian School & Church
LIMITS OF REQUESTED ROADWAYS
BON
Oyster Bay Church
GULF SHORES
POP 3,261
INTRACOASTAL
BON SECOUR NATIONAL WILDLIFE REFUGE
OYSTER BAY
Boggy Br
Bright's Cr
COUNTY ROAD 4 & 6
VICINITY MAP


County Rd 4 & County Rd 6
Locator Map
GEORGE ST.
TURPIN LN
COUNTY RD 6 WEST
COUNTY RD 6 WEST
THE LOOP
FLOYD PLASH LN
EON BAY DR.
WHITE LN
PLASH RD
TODD LN
COUNTY RD 6 EXT
COUNTY RD 4 WEST
N
0 0.25 0.5 1
Miles

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2006-72
OF THE
BALDWIN COUNTY COMMISSION

WHEREAS, the City of Gulf Shores has requested by correspondence, dated February 8, 2006 and attached as *Exhibit "A,"* that the Baldwin County Commission turn over maintenance responsibilities of the certain roads to the City of Gulf Shores pursuant to conditions set forth in said correspondence, the roads identified as follows:

County Road 4 West	2.73 miles
County Road 6 West	4.70 miles
County Road 6 Extension (including bridge)	0.64 miles
Plash Road	0.50 miles
Bon Bay Drive	0.40 miles
The Loop	0.48 miles
George Street	0.35 miles
Turpin Lane	0.05 miles
Floyd Plash Lane	0.16 miles
White Lane	0.19 miles
Todd Lane	0.14 miles
Total	10.34 miles

; and

WHEREAS, the Baldwin County Commission shall provide the City of Gulf Shores a check in the amount of $116,000.00 for the said foregoing transfer; and

WHEREAS, the Baldwin County Commission agrees to fund a final resurfacing of a one inch overlay (125 lb/sy) at a later date as determined by the City of Gulf Shores with a minimum of 6 months notice; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, as requested by the City of Gulf Shores, the Baldwin County Commission, upon the appropriate resolution being adopted by the City of Gulf Shores and conveyed to the Baldwin County Commission, shall:

1. Turn over maintenance responsibilities of the certain roads to Gulf Shores, said road as follows:

County Road 4 West	2.73 miles
County Road 6 West	4.70 miles
County Road 6 Extension(including bridge)	0.64 miles
Plash Road	0.50 miles
Bon Bay Drive	0.40 miles
The Loop	0.48 miles
George Street	0.35 miles
Turpin Lane	0.05 miles
Floyd Plash Lane	0.16 miles
White Lane	0.19 miles
Todd Lane	0.14 miles
Total	10.34 miles

2. Provide Gulf Shores a check in the amount of $116,000.00 for the said foregoing transfer.

3. Fund a final resurfacing of a one inch overlay (125 lb/sy) of the following roads at a later date as determined by the City of Gulf Shores with a minimum of 6 months notice to Baldwin County. Said resurfacing will include any additional lanes added by Gulf Shores. The City of Gulf Shores will bid the project under the Public Works Law and the cost will be determined by this bid.

County Road 4 West	2.73 miles
County Road 6 West	4.70 miles
County Road 6 Extension	0.64 miles
Plash Road	0.50 miles
Bon Bay Drive	0.40 miles
The Loop	0.48 miles
George Street	0.35 miles
Turpin Lane	0.05 miles
Floyd Plash Lane	0.16 miles
White Lane	0.19 miles
Total	10.20 miles

BE IT FURTHER RESOLVED, that this instrument and the commitments herein contained shall become null and void should the City of Gulf Shores not adopt and convey to the Baldwin County Commission the appropriate resolution.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, affixed at the County Seat at Bay Minette on March 2, 2006.

Albert Lipscomb

Albert Lipscomb, Chairman
Baldwin County Commission

ATTEST:

Locke Williams, Clerk/Treasurer

cc: 4 DLC LW CM

City of Gulf Shores, Alabama

GEORGE W. DUKE, III - Mayor
ERNIE SMITH - City Administrator

March 28, 2006

Albert Lipscomb, Chairman
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

RE: County Road 4 West &
County Road 6 West –
Acceptance of Maintenance

Dear Chairman Lipscomb:

The Gulf Shores City Council during its regularly scheduled meeting of March 27, 2006, approved Resolution No. 4049-06, accepting maintenance of County Road 4 West, County Road 6 West, and designated other roads from the Baldwin County Commission. A fully executed copy of Resolution 4049-06 is enclosed for your records and information.

It would be appreciated if the County could clean the rights-of-way of the above-referenced roadways of debris and litter prior to the City formally accepting maintenance of such.

If you have any questions in this regard or need further assistance, please contact Charles Hamilton, Public Works Director, at (251) 968-1155.

Sincerely,

George W. Duke, III
Mayor

Enclosure

COUNCILMEN
ROBERT S. CRAFT - CAROLYN M. DOUGHTY - JOE GARRIS - PHILIP HARRIS - STEPHEN E. JONES
P.O. Box 299 • Gulf Shores, Alabama 36547 • 251-968-2426

RESOLUTION NO. 4049-06

A RESOLUTION
ACCEPTING MAINTENANCE OF
COUNTY ROAD 4 WEST,
COUNTY ROAD 6 WEST, AND
DESIGNATED LOCAL ROADS
FROM BALDWIN COUNTY COMMISSION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON MARCH 27, 2006, as follows:

Section 1. That the City of Gulf Shores hereby accepts maintenance of County Road 4 West, County Road 6 West, and local roads as designated in Baldwin County Commission Resolution 2006-72, adopted March 4, 2006, attached hereto and made a part hereof.

Section 2. That this Resolution shall become effective upon its adoption.

ADOPTED this 27th day of March, 2006.

George M. Duke, III, Mayor

ATTEST:

Renee F. Moore, MMC, City Clerk

I, Renee F. Moore, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 4049-06 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on March 27, 2006.

City Clerk

48CC > PPF
LW
CM

City of Gulf Shores, Alabama

GEORGE W. DUKE, III - Mayor
ERNIE SMITH - City Administrator

May 24, 2006

Honorable Albert Lipscomb, Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Re: County Road 4 West and County Road 6 West

Dear Commissioner Lipscomb:

This letter is written to relate our understanding of recent developments concerning County Road 4 West (CR4W) and County Road 6 West (CR6W) since adoption of our separate resolutions agreeing to the transfer of maintenance responsibility from the County to the City.

Although over 90% of all property fronting CR4W has already been annexed into the City, less than 50% of CR6W property has been annexed, and this unannexed property still in the County is unzoned. When offering to accept maintenance of CR6W, the City was counting upon County enforcement of lower development densities on these properties to induce property owners to annex into the City to obtain more favorable densities. Because enforcement of the more stringent County densities on unzoned property has been successfully challenged in court, there is no longer any incentive for these unzoned properties to annex into the City.

This situation represents a changed condition since the time we agreed to assume CR6W maintenance responsibility, and we must now regrettably decline to do so. It is our intention, however, to hold an annexation referendum in the foreseeable future which would include the properties fronting CR6W; should that referendum pass, or should those properties independently annex into Gulf Shores, we would then assume responsibility for CR6W maintenance.

What the City now proposes to the County is that we both pass new resolutions adopting the following new agreement:

1. The City will retain the $116,000 given by the County for maintenance of CR4W and, with additional City and/or developer funding, repair and overlay the first mile of the road from 59 to the west side of the new Bon Secour and Waterdance

BALDWIN
MAY 30 RECT
COUNTY COMMISS

COUNCILMEN
ROBERT S. CRAFT - CAROLYN M. DOUGHTY - JOE GARRIS - PHILIP HARRIS - STEPHEN E. JONES
P.O. Box 299 • Gulf Shores, Alabama 36547 • 251-968-2425

developments. This may include asking the County paving crew, on a reimbursable basis, to place a binder layer over the first mile.

2. The County will again agree to pay the cost of a one-inch overlay (125 lb/sy) for the entire CR4W/CR6W loop, within 6 months of the time the City requests that they do so.

3, The City will, at this time, accept maintenance responsibility for the entire distance of CR4W to include that short extension of CR6W that runs westward from the west end of CR4W, including the Plash Island bridge, and:

Todd Lane	.14 mile
Plash Road	.50 mile
Bon Bay Drive	.40 mile
The Loop	.48 mile
Floyd Plash Lane	.16 mile

4. When all properties on both sides of CR6W are annexed into the City by referendum or other means, the City will assume maintenance responsibility for this road.

Our City Administrator, Ernie Smith, has discussed the above with Commissioner Gruenloh, and our understanding is that he agrees with the above. Should you wish to discuss this subject further, please don't hesitate to call me at 968-1123 any time after 3:30 p.m.

Sincerely,

George W. Duke, III
Mayor

CDH/cdh
c: Commissioner Gruenloh
Cal Markert, County Engineer (Fax)
Donald Stewart (Fax)
File

City of Gulf Shores, Alabama

RECEIVED
JUN 16 2006
BY:

GEORGE W. DUKE, III - Mayor
ERNIE SMITH - City Administrator

June 15, 2006

Albert Lipscomb, Chairman
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

RE: Acceptance of Maintenance –
County Road 4 West and
Designated Roads

Dear Chairman Lipscomb:

The Gulf Shores City Council during its regular scheduled meeting of June 12, 2006, approved Resolution No. 4098-06, accepting maintenance of County Road 4 West and designated local roads from the Baldwin County Commission. This Resolution also amended Resolution No. 4049-06 which was previously forwarded to you on March 28, 2006.

If you have any questions in this regard, please don't hesitate to contact me.

Sincerely,

George W. Duke, III
Mayor

COUNCILMEN
ROBERT S. CRAFT - CAROLYN M. DOUGHTY - JOE GARRIS - PHILIP HARRIS - STEPHEN E. JONES
P.O. Box 299 • Gulf Shores, Alabama 36547 • 251-968-2425

RESOLUTION NO. 4098-06

A RESOLUTION
AMENDING RESOLUTION NO. 4049-06,
ADOPTED MARCH 27, 2006,
TO ONLY ACCEPT MAINTENANCE OF
COUNTY ROAD 4 WEST AND DESIGNATED LOCAL ROADS
FROM BALDWIN COUNTY COMMISSION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON JUNE 12, 2006, as follows:

Section 1. That Resolution No. 4049-06, adopted March 27, 2006, is hereby amended to reflect that the City of Gulf Shores only accepts maintenance of County Road 4 West and those local roads as designated in Baldwin County Commission Resolution 2006-72 from the Baldwin County Commission, with the exclusion of County Road 6 West.

Section 2. That the City intends to continue to work with the County to accept County Road 6 West at some time in the future.

Section 3. That this Resolution shall become effective upon its adoption.

ADOPTED this 12th day of June, 2006.

George W. Duke, III, Mayor

ATTEST:

Renee F. Moore, MMC, City Clerk

I, Renee F. Moore, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 4098-06 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on June 12, 2006.

City Clerk

State of Alabama)

County of Baldwin)

RESOLUTION 2006-133

WHEREAS, the Baldwin County Commission (the County) previously voted, on March 2nd, 2006, unanimously in favor of Resolution 2006-72 and thereby transferring the maintenance of County Road 4 West and County Road 6 West, along with other local roads as specified therein, to the City of Gulf Shores (the City) for a cost of $116,000.00 and a final resurfacing (1 inch overlay) at a later date with a six month notice from the City; and,

WHEREAS, the City subsequently requested, via letter dated May 24, 2006, that the agreement between the City and the County be altered to reflect certain changes; and,

WHEREAS, the Mayor of the City reiterated those requested changes during the July 10, 2006 Road and Bridge Divisional Meeting; and,

NOW, THEREFORE, BE IT RESOLVED by the BALDWIN COUNTY COMMISSION, that as requested by the City of Gulf Shores, the County's Agreement, the terms of which are contained within County Resolution 2006-72, with the City is hereby amended as follows:

1) All provisions of the County's Resolution 2006-72 shall remain in effect unless specifically addressed by this document.
2) The City will retain the $116,000.00 for maintenance of County Road 4 West and will repair and overlay the first mile of that road extending generally from Highway 59 to the new Waterdance Developments.
3) The County will pay the costs of materials for a one-inch overlay (125 lb/sy), for the entire CR4 West/CR 6 West Loop, within six (6) months of a request to do so.
4) The City will, upon the execution of this Resolution, accept control and maintenance responsibility of CR 4 West, to include the short extension of CR 6 West which runs Westward from the end of CR 4 West including the Plash Island Bridge, and:

a) Todd Lane	.14 miles
b) Plash Road	.50 miles
c) Bon Bay Drive	.40 miles
d) The Loop	.48 miles
e) Floyd Plash Lane	.16 miles

5) At the time that all properties adjacent to both sides of CR6 West are annexed into the City's corporate limits, the City will immediately assume control and maintenance responsibilities of such roadway.

BE IT FURTHER RESOLVED that a certified copy of this Resolution is provided to the City for their records.

DONE this___ day of July, 2006.

BALDWIN COUNTY COMMISSION

By: _____
ALBERT LIPSCOMB, As Its Chairman

ATTEST:

_____
Locke W. Williams, Clerk/Treasurer



Baldwin County Highway Department

Plash Island Roads

N W E S

M00348

Date: 11/3/2020

Document Path: Z:\GIS\B - Misc Maps\1 - Special Requests\D - Maintenance\Plash Island Roads.mxd

0 500 1,000 1,500 2,000 Feet

Baldwin County Commission

Agenda Action Form

File #: 21-0378, **Version:** 1 **Item #:** BN3

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Sale of Vehicles on GovDeals.com by the Highway Department

STAFF RECOMMENDATION
Approve the sale of surplus vehicles on the attached list by the Highway Department through the Clerk/Treasurer via GovDeals.com.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

Auction proceeds are estimated to be $11,850.00 for vehicles.

FINANCIAL IMPACT

Total cost of recommendation: Estimated Proceeds ($11,850.00)

Budget line item(s) to be used: 111.61200

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: Accounting Department; Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Accounting Department to coordinate the auction of items approved for sale by the Commission.
Highway Department, James Martin, to provide information as needed.

Additional instructions/notes: N/A

GovDeals Auction List

Year	Make	Model	Equipment #	Unit #	Location	Comments	Reserve $	Lot #	Cost Center
2007	Chevrolet	Express Van	9289	0008651	Silverhill	Blue	$250.00	Lot # 1	53113
2007	Chevrolet	Trailblazer	9141	0007752	Silverhill		$2,600.00	Lot # 2	53600
2005	Ford	F 150	49123	0007459	Silverhill		$900.00	Lot # 3	53112
2007	Ford	F 150	39597	0007758	Silverhill		$1,100.00	Lot # 4	53120
2007	Ford	F-150	39596	0007759	Silverhill		$250.00	Lot # 5	53130
2004	Ford	F 150	65526	0007164	Silverhill		$250.00	Lot # 6	53112
2008	Ford	F 150	35641	0007859	Silverhill		$1,000.00	Lot # 7	53111
2012	Chevrolet	Silverado 4x4	78526	0008312	Silverhill	4x4	$2,000.00	Lot # 8	53111
2013	Ford	F-150	29563	0008437	Silverhill	4x4	$2,500.00	Lot # 9	53111
2007	Ford	F-150	39587	0007760	Silverhill		$1,000.00	Lot # 10	53111

Total Auction Reserves: $11,850.00

Baldwin County Commission

Agenda Action Form

File #: 21-0389, **Version:** 1 **Item #:** BN4

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0221319 - Bemis Lane (Tract 1)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.238 acres on Bemis Lane (Tract 1) as a right-of-way donated to Baldwin County by Debra Russell and Laurie Anders on October 5, 2020 (Instrument No. 1863261 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 October 5, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Bemis Lane from Debra Russell and Laurie Anders.

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 two (2) 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 Debra Russell and Laurie Anders and send copy to Debra Morris and Tate Chalfant.

Contact:
Debra Russell and Laurie Anders
17252 Bemis Lane
Elberta, Alabama 36530

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Debra Russell & Laurie Anders

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return | Identifying number

Debra Russell & Laurie Anders

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.238 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 ▶ October 5, 2020

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, AL 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. 0221319 TD
Bemis Lane
AFM Bemis Lane from end of maintenance north 0.19 miles
05-49-09-32-0-000-007.002
Tract No. 1

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), Debra Russell, a single woman, and Laurie Anders, a single woman, 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 East Half of the Southwest Quarter of the Southeast Quarter of Section 32, Township 6 South, Range 5 East, identified as Tract Number 1 on Bemis Lane, Project No. 0221319 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a railroad spike found at the southeast corner of the Southeast Quarter of Section 32, Township 6 South, Range 5 East, in Baldwin County, Alabama;

Thence S89°59'50"W along the south line of said Section a distance of 1974.50 feet to a point;

Thence N0°0'00"W leaving said south Section line a distance of 1037.85 feet to a 3/4" crimped top pipe found on the grantor's south property line and being the Point of Beginning of the property herein to be conveyed;

Thence S89°59'14"W along the grantor's south property line a distance of 25.02 feet to the grantor's southwest property corner;

Thence N0°25'44"W along the grantor's west property line a distance of 327.89 feet to the grantor's northwest property corner;

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 10/13/2020 11:17 AM
TOTAL $ 0.00
5 Pages

1863261

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence N87°14'37"E along the grantor's north property line a distance of 26.80 feet to a rebar found on the grantor's north property line;

Thence S89°51'20"E along the grantor's north property line a distance of 6.11 feet to a point on the acquired R/W line;

Thence S0°1'24"W along the acquired R/W line a distance of 329.15 feet to a point on the grantor's south property line;

Thence S89°59'14"W along the grantor's south property line a distance of 5.26 feet to the Point of Beginning of the property herein conveyed and containing 0.238 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 5 day of October, 2020.

Debra Russell

Laurie Anders

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 Debra Russell and Laurie Anders, 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 5 day of October, 2020.

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
AND WAIVER OF RIGHTS
TO APPRAISAL AND JUST COMPENSATION

Bemis Lane
AFM from EOM north 0.19 miles
Project No. 0221319
Tract No. 1

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) understand that donation of said right-of-way (R/W) in no way ensures acceptance of maintenance of the road by the County Commission.

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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 5 day of October, 2020.

Debra Russell

Laurie Anders

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Debra Russell and Laurie Anders, 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.

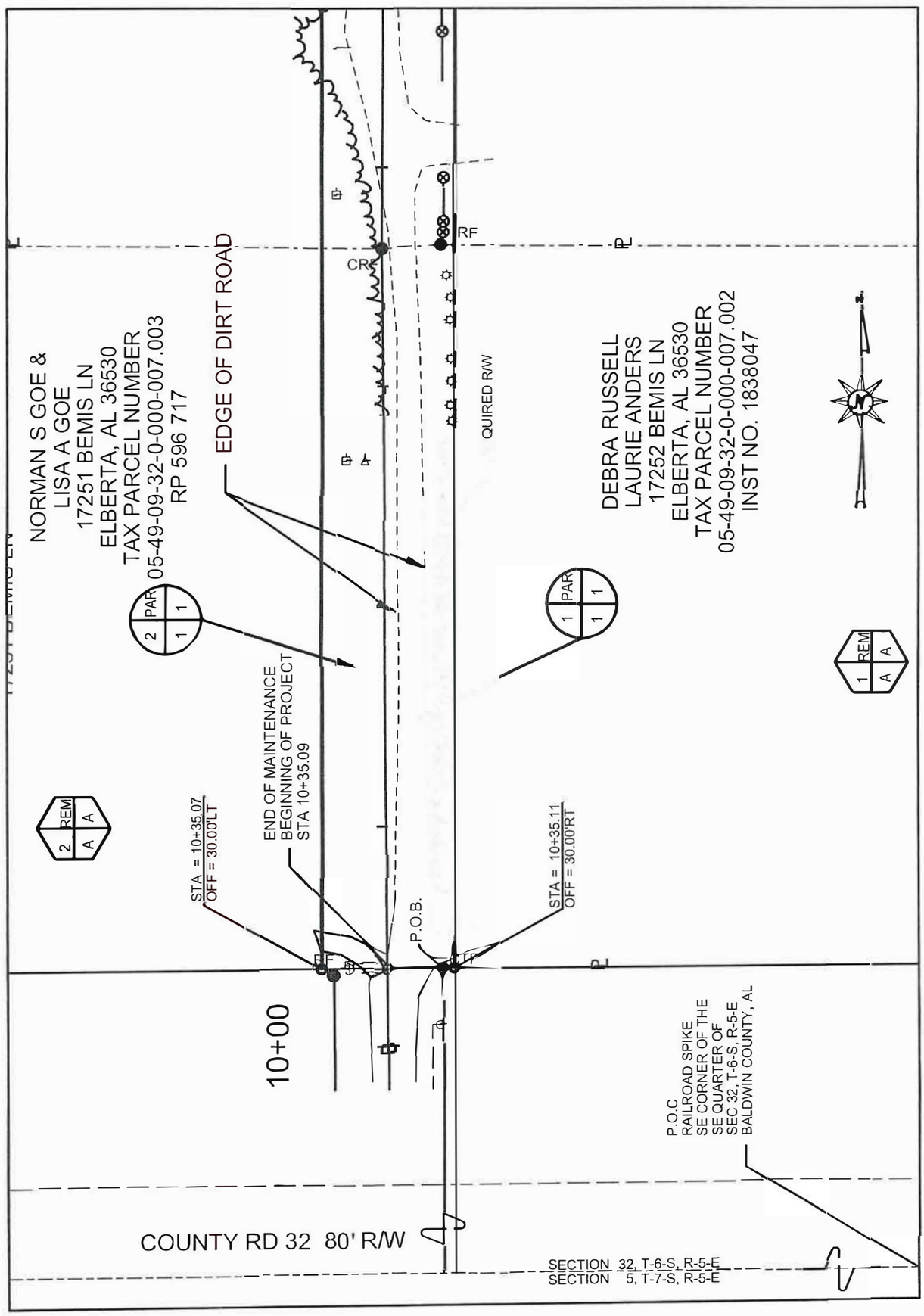
Given under my hand and official seal this 5 day of October, 2020.

NOTARY PUBLIC

My Commission Expires: STATE OF ALABAMA NOTARY PUBLIC TATE CHALFANT My Commission Expires February 6, 2024

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	1	PROJECT NO.	0221319
OWNER	DEBRA RUSSELL & LAURIE ANDERS	COUNTY	BALDWIN
TOTAL ACREAGE	5.013	SCALE:	1"=60'
R.O.W. REQUIRED	0.238	DATE;	07/02/2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	4.775		



BEMIS LANE
(TRACT 1)

Baldwin County Commission

Agenda Action Form

File #: 21-0390, **Version:** 1 **Item #:** BN5

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0221319 - Bemis Lane (Tract 2)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.214 acres on Bemis Lane (Tract 2) as a right-of-way donated to Baldwin County by Michael G. Hulak on December 30, 2020 (Instrument No. 1880597 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 December 30, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Bemis Lane from Michael G. Hulak.

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 two (2) 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 Michael G. Hulak and send copy to Debra Morris and Tate Chalfant.

Contact:
Michael G. Hulak
17187 Bemis Lane
Elberta, Alabama 36530

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Michael G. Hulak

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return: Michael G. Hulak | Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.214 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 ▶ December 30, 2020

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, AL 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. 0221319
Bemis Lane
AFM Bemis Lane from end of maintenance north 0.19 miles
05-49-09-32-0-000-007.003
Tract No. 2

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), Michael G. Hulak, a single man, 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 West Half of the Southwest Quarter of the Southeast Quarter of Section 32, Township 6 South, Range 5 East, identified as Tract Number 2 on Bemis Lane, Project No. 0221319 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a railroad spike found at the southeast corner of the Southeast Quarter of Section 32, Township 6 South, Range 5 East, in Baldwin County, Alabama;

Thence S89°59'50"W along the south line of said Section a distance of 1974.50 feet to a point;

Thence N0°0'00"W leaving said south Section line a distance of 1037.85 feet to a 3/4" crimped top pipe found;

Thence S89°59'14"W a distance of 25.02 feet to the grantor's southeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S89°59'14"W along the grantor's south property line a distance of 29.70 feet to a point on the acquired R/W line;

Thence N0°1'24"E along the acquired R/W line a distance of 328.04 feet to a point on the grantor's north property line;

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. 12/30/2020 3:30 PM
TOTAL $ 0.00
5 Pages

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Thence S89°40'25"E along the grantor's north property line a distance of 27.13 feet to the grantor's northeast property corner;

Thence S0°25'44"E along the grantor's east property line a distance of 327.89 feet to the Point of Beginning of the property herein conveyed and containing 0.214 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 30th day of December, 2020.

Michael G. Hulak

Michael G. Hulak

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

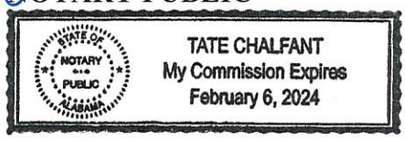
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Michael G. Hulak, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of December, 2020.

Tate Chalfant
NOTARY PUBLIC



Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGEMENT OF FUNDING
AND WAIVER OF RIGHTS
TO APPRAISAL AND JUST COMPENSATION

Bemis Lane
AFM from EOM north 0.19 miles
Project No. 0221319
Tract No. 2

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) understand that donation of said right-of-way (R/W) in no way ensures acceptance of maintenance of the road by the County Commission.

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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 30th day of December, 2020.

Michael G. Hulak

Michael G. Hulak

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Michael G. Hulak, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of December, 2020.

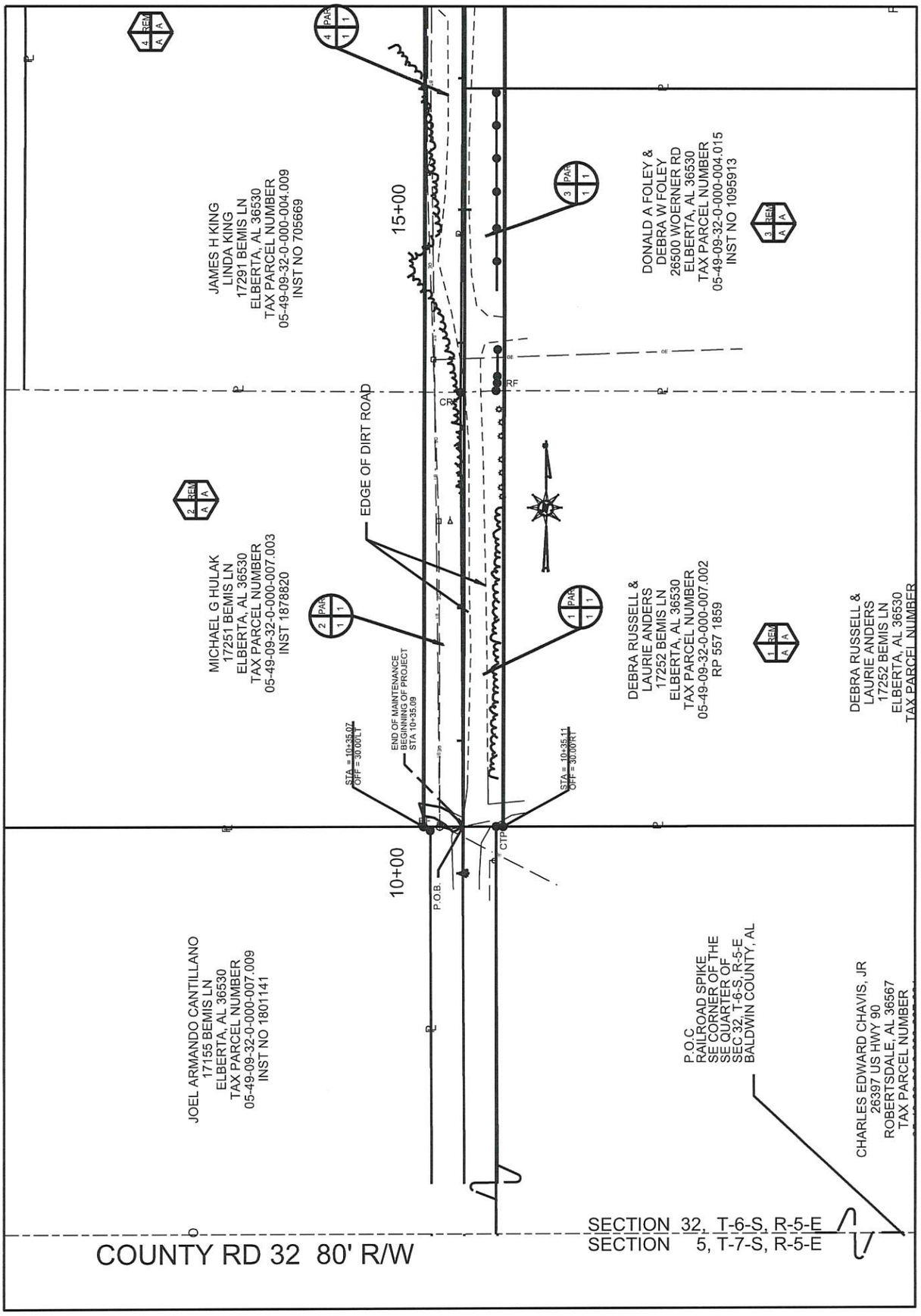
Tate Chalfant

NOTARY PUBLIC

My Commission Expires: STATE OF ALABAMA NOTARY PUBLIC TATE CHALFANT My Commission Expires February 6, 2024

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	2	PROJECT NO.	0221319
OWNER	MICHAEL G. HULAK	COUNTY	BALDWIN
TOTAL ACREAGE	4.949	SCALE:	1"=100'
R.O.W. REQUIRED	0.214	DATE;	07-2-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	4.735		



N
W E
S

BEMIS LANE
(TRACT 2)

Baldwin County Commission

Agenda Action Form

File #: 21-0391, **Version:** 1 **Item #:** BN6

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 1)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.083 acres on Bengston Road (Tract 1) as a right-of-way donated to Baldwin County by John Collins on December 29, 2020 (Instrument No. 1880595 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 December 29, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Bengston Road from John Collins.

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 two (2) 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 John Collins and send copy to Debra Morris and Tate Chalfant.

Contact:
John Collins
21087 Bengston Road
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

John Collins

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return | Identifying number

John Collins

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.083 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 ▶ December 29, 2020

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, AL 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. 0203716
Bengston Road
G, D, B & Pave from the
Baldwin Beach Express to EOM
05-48-02-10-0-000-004.001
Tract No. 1

OK MBB

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), John Collins, a Single man, 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 Northwest Quarter of Section 10, Township 6 South, Range 4 East, identified as Tract Number 1 on Bengston Road, Project No. 0203716 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Southwest Quarter of the Northwest Quarter of Section 10, Township 6 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°43'49"E along the south line of said Quarter/Quarter and being the Half Section line a distance of 428.22 feet to a point;

Thence N0°00'00"W a distance of 24.39 feet to the grantor's property corner;

Thence N0°27'13"W along the grantor's property line a distance of 17.57 feet to a point on the acquired R/W line;

Thence N89°22'59"E along the acquired R/W line a distance of 181.63 feet to a point on the grantor's east property line;

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. 12/30/2020 3:29 PM
TOTAL $ 0.00
4 Pages

1880595

Thence S0°44'18"E along the grantor's east property line a distance of 19.53 feet to the grantor's southeast property corner;

Thence S90°00'00"W along the grantor's south property line a distance of 181.73 feet to the Point of Beginning of the property herein conveyed and containing 0.083 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 29 day of Dec., 2020.

John Collins

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that John Collins, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of December, 2020.

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

Tate Chalfant
NOTARY PUBLIC

Commission Expires: 2/6/2024

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 Bengston Rd
From Baldwin Beach Express to EOM
Project No. 0203716
Tract No. 1

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 29 day of Dec., 2020.

John Collins
John Collins

ACKNOWLEDGMENT

STATE OF ALABAMA)

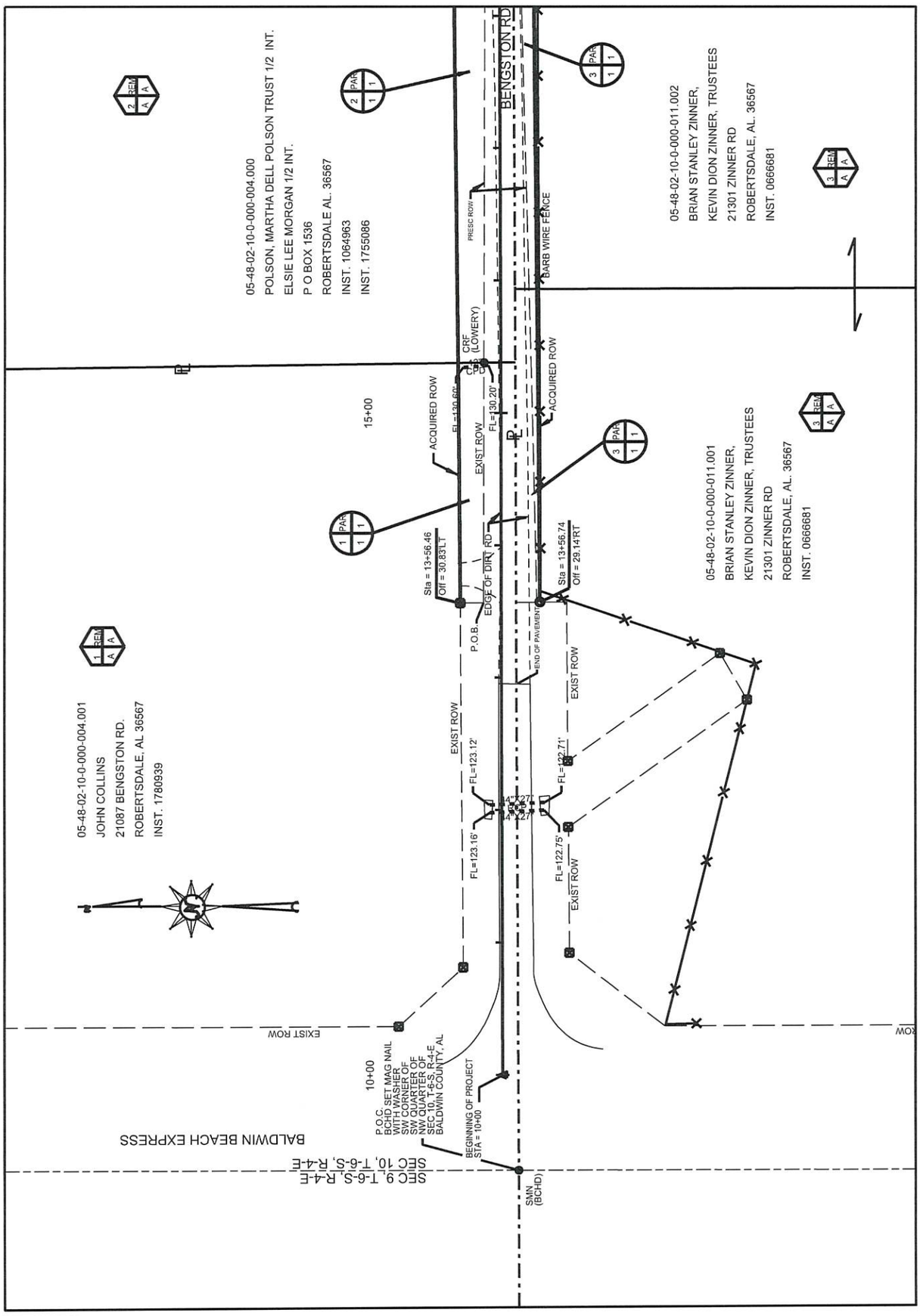
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that John Collins, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 29 day of December, 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires:

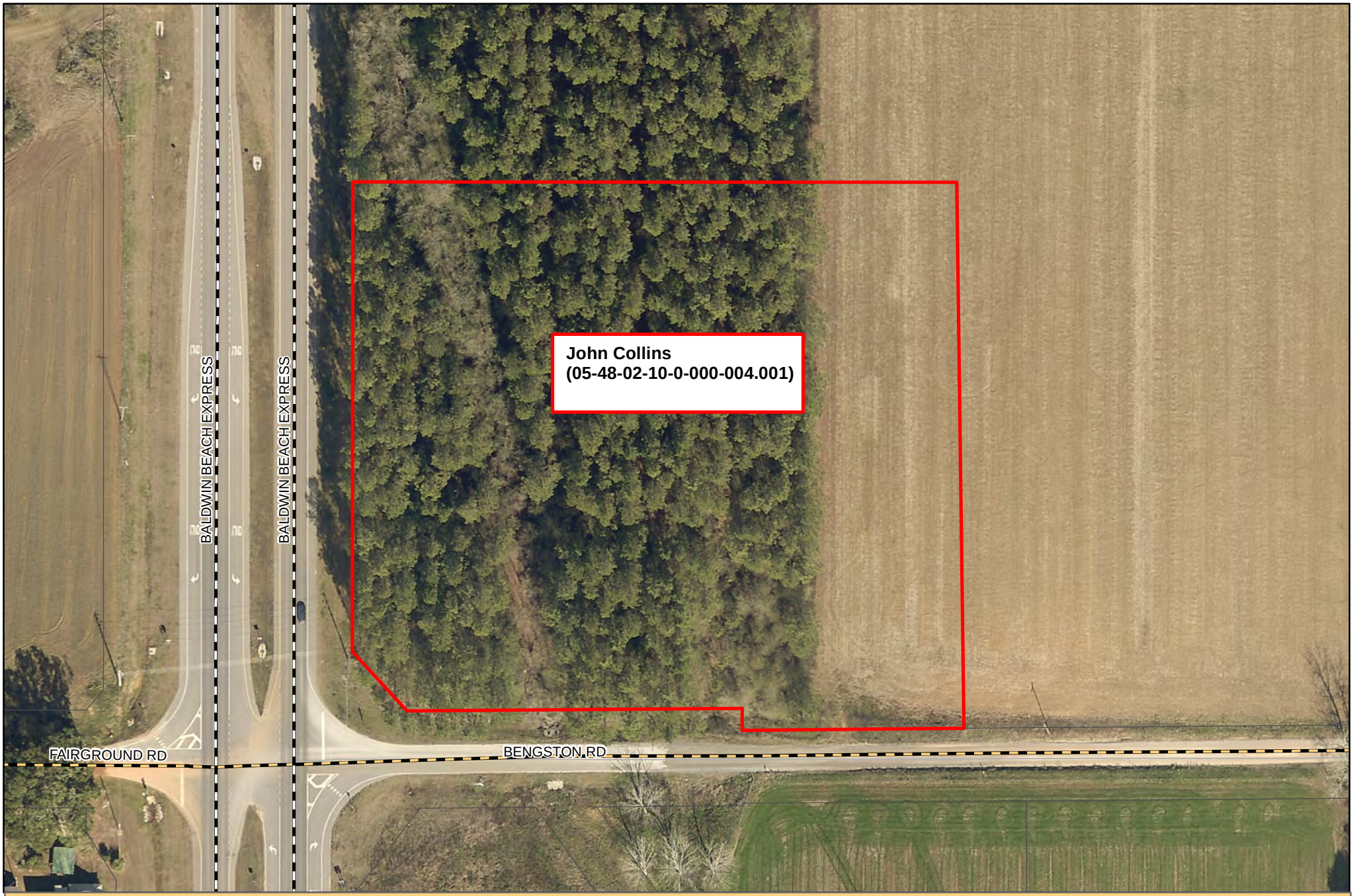




THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	1	PROJECT NO.	0203716
OWNER	JOHN COLLINS	COUNTY:	BALDWIN
TOTAL ACREAGE	5.001	SCALE:	1"=100'
R.O.W. REQUIRED	0.083	DATE:	11-23-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	4.918		



BENGSTON ROAD
(TRACT 1)

Baldwin County Commission

Agenda Action Form

File #: 21-0392, **Version:** 1 **Item #:** BN7

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 12)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.073 acres on Bengston Road (Tract 12) as a right-of-way donated to Baldwin County by Ira Diron Blair on December 31, 2020 (Instrument No. 1880887 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 December 31, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Bengston Road from Ira Diron Blair.

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 two (2) 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 Ira Diron Blair and send copy to Debra Morris and Tate Chalfant.

Contact:
Ira Diron Blair
21659 Bengston Road
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Ira Diron Blair

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return | Identifying number

Ira Diron Blair

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.073 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 ▶ December 31, 2020

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, AL 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. 0203716 OK TD
Bengston Road
G, D, B & Pave from the
Baldwin Beach Express to EOM
05-48-02-10-0-000-005.001
Tract No. 12

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), Ira Diron Blair, a Single man, 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 Northeast Quarter of Section 10, Township 6 South, Range 4 East, identified as Tract Number 12 on Bengston Road, Project No. 0203716 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Southwest Quarter of the Northwest Quarter of Section 10, Township 6 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°43'49"E along the south line of said Quarter/Quarter and being the Half Section line a distance of 3479.34 feet to a point;

Thence N0°00'00"W leaving the south line of said Half Section a distance 22.87 feet to the grantor's southwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N1°14'45"E along the grantor's west property line a distance of 15.01 feet to a point on the acquired R/W line;

Thence N89°39'29"E along the acquired R/W line a distance of 211.15 feet to a point on the grantor's east property line;

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. 12/31/2020 1:44 PM
TOTAL $ 0.00
4 Pages

1880887

Thence S1°14'34"W along the grantor's east property line a distance of 15.01 feet to the grantor's southeast property corner;

Thence S89°39'29"W along the grantor's south property line a distance of 211.15 feet to the Point of Beginning of the property herein conveyed and containing 0.073 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 31 day of December, 2020.

Ira Diron Blair

Ira Diron Blair

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Ira Diron Blair, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of December, 2020.

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 Bengston Rd
From Baldwin Beach Express to EOM
Project No. 0203716
Tract No. 12

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 31 day of December, 2020.

Ira Diron Blair

Ira Diron Blair

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Ira Diron Blair, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of December, 2020.

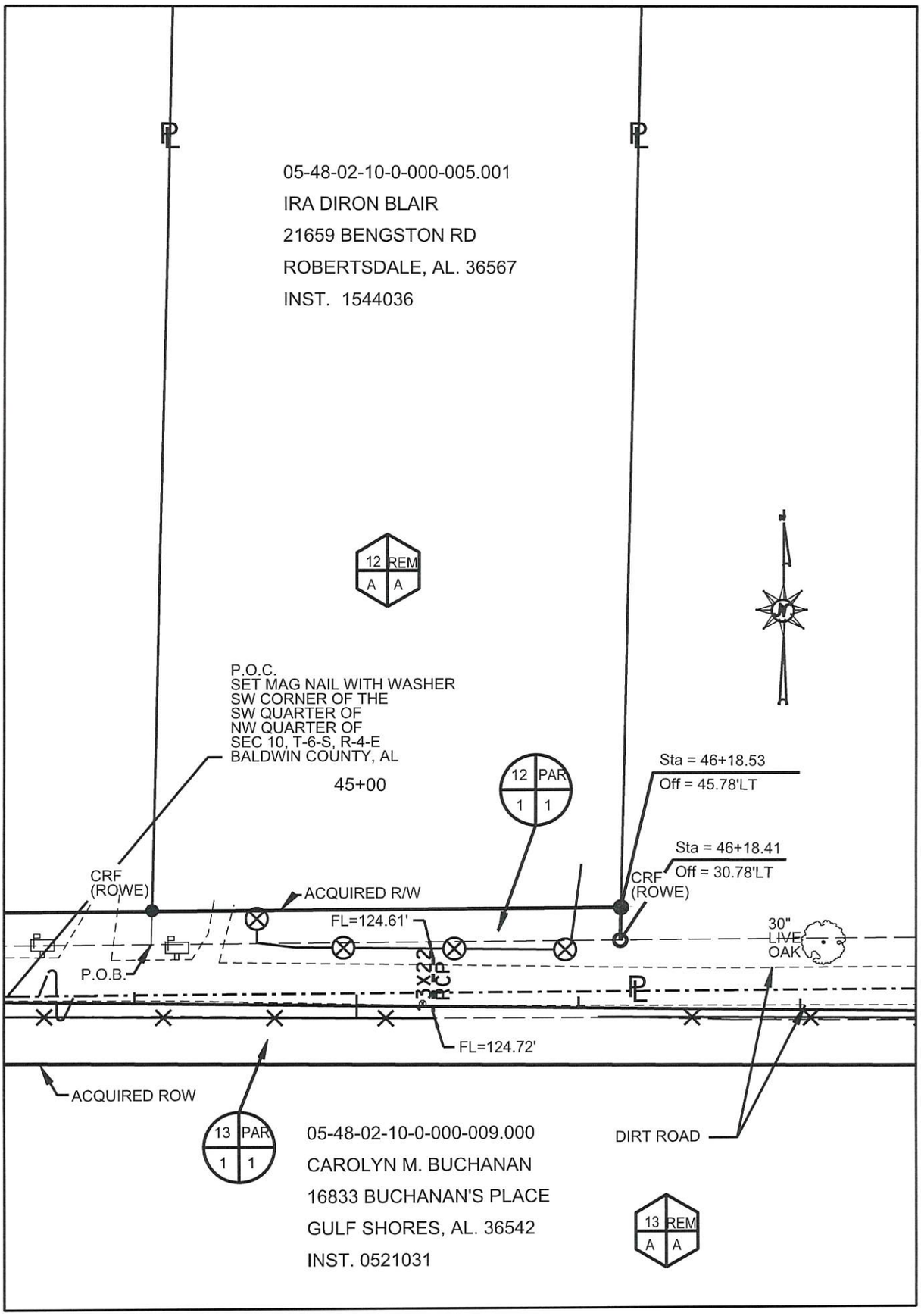
Tate Chalfant

NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC

TATE CHALFANT
My Commission Expires
February 6, 2024

Commission Expires: _____



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	12	PROJECT NO.	0203716
OWNER	IRA DIRON BLAIR	COUNTY	BALDWIN
TOTAL ACREAGE	4.791	SCALE:	1"=60'
R.O.W. REQUIRED	0.073	DATE:	11-23-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	4.719		



BENGSTON ROAD
(TRACT 12)

Baldwin County Commission

Agenda Action Form

File #: 21-0393, **Version:** 1 **Item #:** BN8

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204416 - Brantley Lane (Tract 2)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.034 acres on Brantley Lane (Tract 2) as a right-of-way donated to Baldwin County by the Estate of Deidre White Lee on June 17, 2020 (Instrument No. 1836949 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 June 17, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Brantley Lane from the Estate of Deidre White Lee.

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 two (2) 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 the Estate of Diedre White Lee and send copy to Debra Morris and Tate Chalfant.

Contact:
Deidre W. Lee, Estate
Attn: Emily Garner
P.O. Box 818
Gulf Shores, Alabama 36547

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Estate of Deidre White Lee

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return | Identifying number

Estate of Deidre White Lee

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.034 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 ▶ June 17, 2020

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, AL 36507	
Authorized signature	Title	Date
	Chairman	

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 6/19/2020 3:29 PM
TOTAL $ 0.00
7 Pages

1803949

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204416 OK TD
Brantley Lane
G, D, B & Pave Brantley Lane
From County Road 26 to EOM
05-60-02-04-0-000-021.000
Tract No. 2

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), Emily White Garner, acting in her capacity as Trustee of Trust "B" established in Article IV and pursuant to the power of sale as established in Article VIII, Item G of the Last Will and Testament of Deidre White Lee, deceased, and Samuel G. McKerall, acting in his capacity as the Personal Representative of the Estate of Deidre White Lee, deceased, Baldwin County Probate Case File Number 33235. Therefore, the Grantors, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northwest Quarter of the Southeast Quarter of Section 4, Township 8 South, Range 3 East, identified as Tract Number 2 on Brantley Lane, Project No. 0204416 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the northwest corner of the Northwest Quarter of the Northeast Quarter of Section 4, Township 8 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°3'15"E along the west line of said Quarter/Quarter a distance of 3187.34 feet to the grantor's property corner and being the Point of Beginning of the property herein to be conveyed;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S87°36'55"E along the grantor's north property line a distance of 30.00 feet a point on the acquired R/W line;

Thence S0°3'15"E along the acquired R/W line a distance of 59.72 feet to a point on the grantor's south property line;

Thence N87°49'44"W along the grantor's south property line a distance of 30.02 feet to the grantor's southeast property corner;

Thence N0°3'15"W along the grantor's west property line a distance of 59.83 feet to the Point of Beginning of the property herein conveyed and containing 0.041 acres, more or less. ***(0.007 acres of the acquired right-of-way is prescriptive and owned by the Grantee and 0.034 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 advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to 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 17 day of June, 2020.

Emily White Garner, Trustee of Trust "B" under the Last Will and Testament of Deidre White Lee, deceased

Samuel G. McKerall, Personal Representative of the Estate of Deidre White Lee, deceased

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Emily White Garner, Trustee whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she, in her capacity as Trustee of Trust "B" under the Last Will and Testament of Deidre White Lee, deceased, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of June 2020.

NOTARY PUBLIC

My Commission Expires: STATE OF ALABAMA NOTARY PUBLIC — TATE CHALFANT My Commission Expires February 6, 2024

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Samuel G. McKerall, whose name as Personal Representative of the Estate of Deidre White Lee, deceased, 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 the conveyance, he, in his capacity as such Personal Representative, executed the same voluntarily on the day the same bears date.

Given under my hand this 17 day of June, 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission expires

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

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

Brantley Ln
From CR 26 to EOM
Project No. 0204416
Tract No. 2

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 17 day of June, 2020.

Emily White Garner, Trustee of Trust "B"
Under the Last Will and Testament of Deidre White Lee, deceased

Samuel G. McKerall, Personal Representative
of the Estate of Deidre White Lee, deceased

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Emily White Garner, Trustee whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she, in her capacity as Trustee of Trust "B" under the Last Will and Testament of Deidre White Lee, deceased, executed the same voluntarily on the day the same bears date.

Given under my hand this 17 day of June, 2020

NOTARY PUBLIC

My Commission Expires: TATE CHALFANT My Commission Expires February 6, 2024

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Samuel G. McKerall, whose name as Personal Representative of the Estate of Deidre White Lee, deceased, 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 the conveyance, he, in his capacity as such Personal Representative, executed the same voluntarily on the day the same bears date.

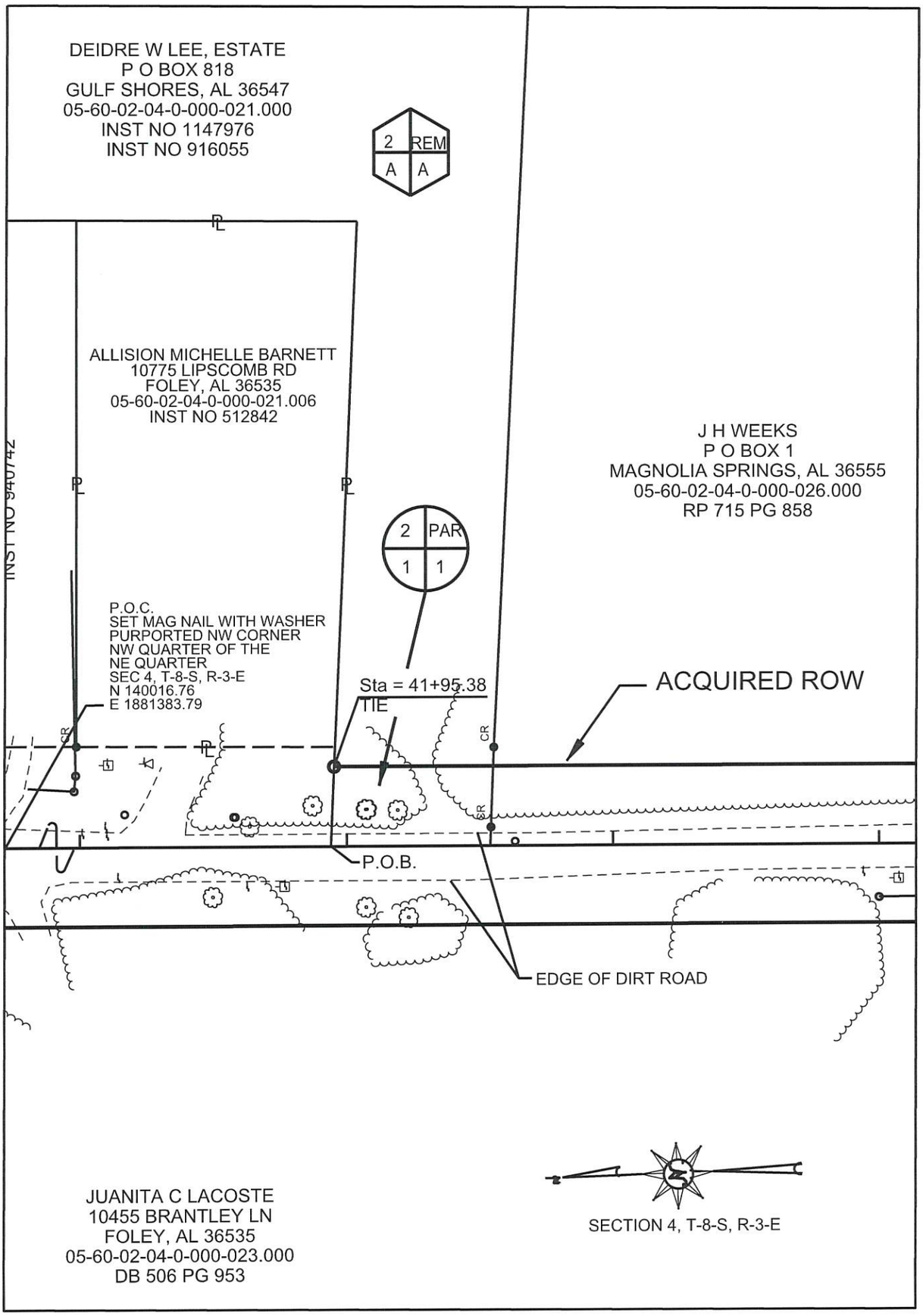
Given under my hand this 17 day of June, 2020.

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.	2	PROJECT NO.	0204416
OWNER	DEIDRE W LEE, ESTATE	COUNTY	BALDWIN
TOTAL ACREAGE	25.127	SCALE:	1"=50'
R.O.W. REQUIRED	0.041	DATE;	06-09-2020
PRESCRIPTIVE R.O.W.	0.007	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	25.086		



N
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BRANTLEY LANE
(TRACT 2)

Baldwin County Commission

Agenda Action Form

File #: 21-0394, **Version:** 1 **Item #:** BN9

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204416 - Brantley Lane (Tract 3)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.339 acres on Brantley Lane (Tract 3) as a right-of-way donated to Baldwin County by J.H. Weeks and Janet Weeks on July 9, 2020 (Instrument No. 1841682 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 July 9, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Brantley Lane from J.H. Weeks and Janet Weeks.

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 two (2) 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 J.H. Weeks and Janet Weeks and send copy to Debra Morris and Tate Chalfant.

Contact:
J.H. Weeks and Janet Weeks
P.O. Box 1
Magnolia Springs, Alabama 36555

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

J.H. Weeks and Janet Weeks

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return | Identifying number

J.H. Weeks and Janet Weeks

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.339 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 ▶ July 9, 2020

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, AL 36507
Authorized signature	**Title** / **Date**
	Chairman

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 7/10/2020 10:27 AM
TOTAL $ 0.00
5 Pages

1841682

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204416
Brantley Lane
G, D, B & Pave Brantley Lane
From County Road 26 to EOM
05-60-02-04-0-000-026.000
Tract No. 3

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), J. H. Weeks and Janet Weeks, a married couple, 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 4, Township 8 South, Range 3 East, identified as Tract Number 3 on Brantley Lane, Project No. 0204416 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the northwest corner of the Northwest Quarter of the Northeast Quarter of Section 4, Township 8 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°3'15"E along the west line of said Quarter/Quarter a distance of 3247.17 feet to the grantor's property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S87°49'44"E along the grantor's north property line a distance of 30.02 feet a point on the acquired R/W line;

Thence S0°3'15"E along the acquired R/W line a distance of 705.77 feet to a point on the grantor's south property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S89°29'46"W along the grantor's south property line a distance of 30.00 feet to the grantor's southwest property corner;

Thence N0°3'15"W along the grantor's west property line a distance of 707.28 feet to the Point of Beginning of the property herein conveyed and containing 0.486 acres, more or less. ***(0.147 acres of the acquired right-of-way is prescriptive and owned by the Grantee and 0.339 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 advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 9th day of June, 2020.

J. H. Weeks

Janet Weeks

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 J. H. Weeks and Janet Weeks 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 9 day of July 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires: STATE OF ALABAMA NOTARY PUBLIC TATE CHALFANT My Commission Expires February 6, 2024

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

Brantley Ln
From CR 26 to EOM
Project No. 0204416
Tract No. 3

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 9th day of July, 2020.

J. H. Weeks

Janet Weeks

ACKNOWLEDGMENT

STATE OF ALABAMA)

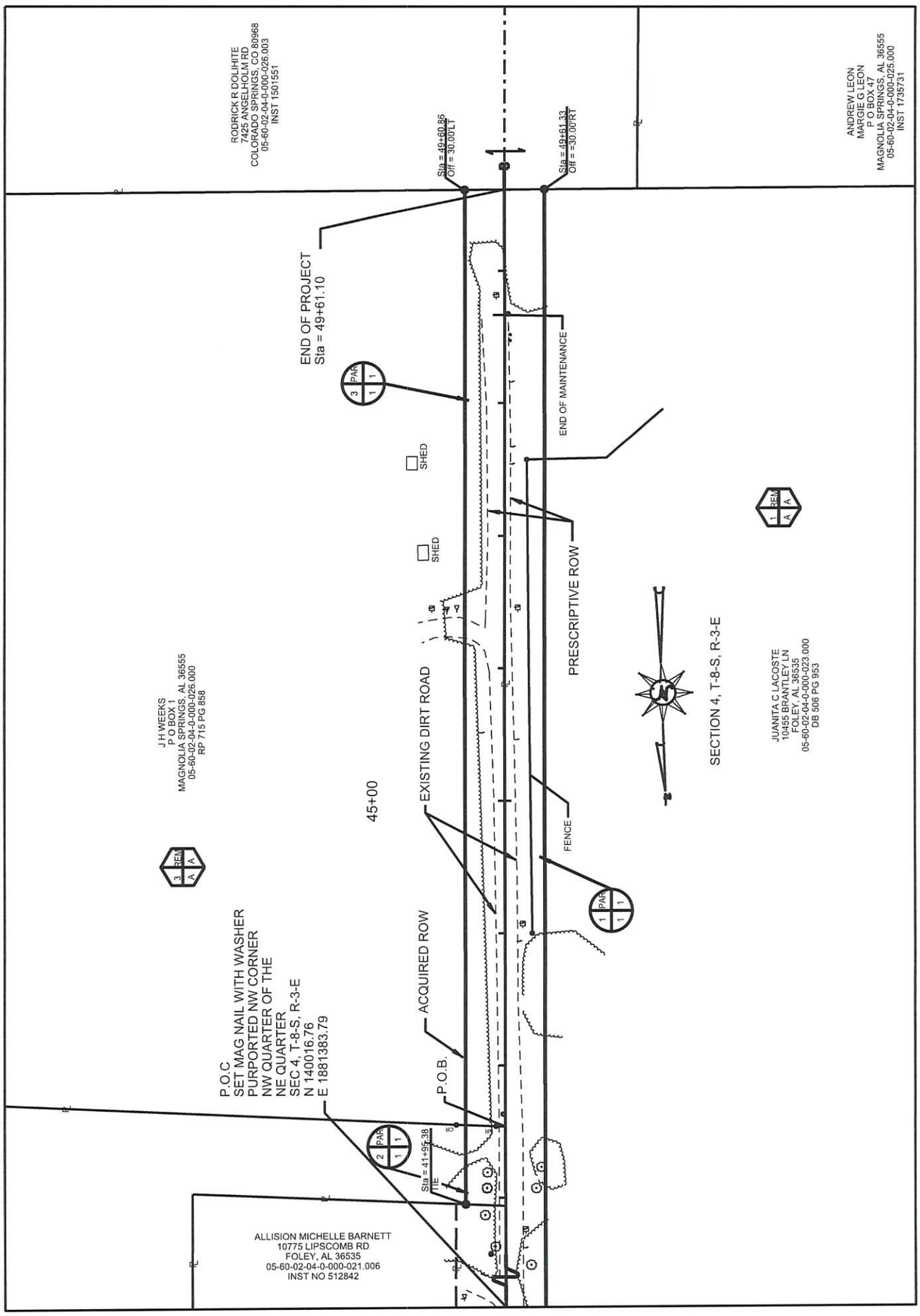
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that J. H. Weeks and Janet Weeks 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 9 day of July 2020.

NOTARY PUBLIC

My Commission Expires: TATE CHALFANT My Commission Expires February 6, 2024



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3	PROJECT NO.	0204416
OWNER	J H WEEKS	COUNTY	BALDWIN
TOTAL ACREAGE	10.462	SCALE:	1"=100'
R.O.W. REQUIRED	0.486	DATE;	06-09-2020
PRESCRIPTIVE R.O.W.	0.147	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	9.976		



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BRANTLEY LANE
(TRACT 3)

Baldwin County Commission

Agenda Action Form

File #: 21-0395, **Version:** 1 **Item #:** BN10

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204216 - George Younce Road (Tract 15)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.036 acres on George Younce Road (Tract 15) as a right-of-way donated to Baldwin County by the Estate of Rosie L. Hall on July 23, 2020 (Instrument No. 1849543 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 July 23, 2020, the Baldwin County Highway Department accepted a right-of-way donation on George Younce Road from the Estate of Rosie L. Hall.

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 two (2) 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 the Estate of Rosie L. Hall and send copy to Debra Morris and Tate Chalfant.

Contact:
Estate of Rosie L. Hall
Attn: Michael A. Dasinger, III, as Personal Representative
18410 Pennsylvania Street
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Estate of Rosie L. Hall

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return | Identifying number

Estate of Rosie L. Hall

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.036 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 ▶ July 23, 2020

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, AL 36507	
Authorized signature	Title	Date
	Chairman	

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 7/30/2020 3:20 PM
TOTAL $ 0.00
4 Pages
1846908

THIS INSTRUMENT PREPARED BY:
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

BALDWIN COUNTY)

Being re-recorded with tract plat attached.

Project No. 0204216
George Younce Road
G, D, B & Pave from CR 24 to EOM
05-55-06-13-0-000-012.000
Tract No. 15

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Michael A. Dasinger, III, as Personal Representative of the Estate of Rosie L. Hall, deceased, Baldwin County Probate Court Case File No. 36,292, hereinafter referred to as the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration this day paid to Grantor by Baldwin County, Alabama, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the Grantee, all of Grantor's right, title, interest and claim in and to the following described real property, subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Baldwin County, Alabama, to wit:

A part of the Southeast Quarter of the Southwest Quarter of Section 13, Township 7 South, Range 3 East, identified as Tract Number 15 on George Younce Road, Project No. 0204216 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported southeast corner of the Southeast Quarter of the Southwest Quarter of Section 13, Township 7 South, Range 3 East in Baldwin County, Alabama;

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. 8/11/2020 1:37 PM
TOTAL $ 0.00
5 Pages
1849543

Thence run northerly along said quarter line a distance of 382 feet, more or less, to a point;

Thence run westerly a distance of 15 feet, more or less, to the grantor's southeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence run westerly along the grantor's south property line a distance of 9 feet, more or less, to a point on the acquired R/W line;

Thence run northerly along the acquired R/W line a distance of 265 feet, more or less, to a point (said point is offset 30.00 feet right and perpendicular to project centerline at Station 30+21.52);

Thence run northerly and parallel to project centerline along a curve to the left having a radius of 1030.00 and along the acquired R/W line a distance of 7 feet, more or less, to a point on the grantor's north property line;

Thence run easterly along the grantor's north property line a distance of 2 feet, more or less, to the grantor's northeast property corner;

Thence run southerly along the grantor's east property line a distance of 272 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.036 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 the said Grantee, or its successors and assigns for FOREVER.

THE GRANTORS HEREIN FURTHER COVENANT AND AGREE that the purchase price above stated is in full compensation to them for this conveyance.

IN WITNESS WHEREOF, Michael A. Dasinger, III, acting in his capacity as Personal Representative of the Estate of Rosie L. Hall, deceased, has here to caused this instrument to be properly executed on this 23 day of July, ~~2019.~~ 2020

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Michael A. Dasinger, III
as Personal Representative
of the Estate of Rosie L. Hall, deceased

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tiffane'e Lace Tuggle, a Notary Public, in and for said County in said State, hereby certify that Michael A. Dasinger, III, whose name as Personal Representative of the Estate of Rosie L. Hall, deceased, 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 the conveyance, he, in his capacity as such Personal Representative, executed the same voluntarily on the day the same bears date.

Given under my hand this 23 day of July, ~~2019~~ 2020.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TIFFANE'E LACE TUGGLE
My Commission Expires
April 3, 2022

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

GEORGE YOUNCE ROAD
COUNTY ROAD 24 TO EOM
PROJECT NO. 0204216
BALDWIN COUNTY
TRACT 15

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 23 day of July, ~~2019.~~ 2020

Michael A. Dasinger, III
as Personal Representative
of the Estate of Rosie L. Hall, Deceased

ACKNOWLEDGMENT

I, Tiffane'e Lace Tuggle, a Notary Public, in and for said County in said State, hereby certify that Michael A. Dasinger, III, whose name as Personal Representative of the Estate of Rosie L. Hall, deceased, 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 the conveyance, he, in his capacity as such Personal Representative, executed the same voluntarily on the day the same bears date.

Given under my hand this 23rd day of July, ~~2019.~~ 2020

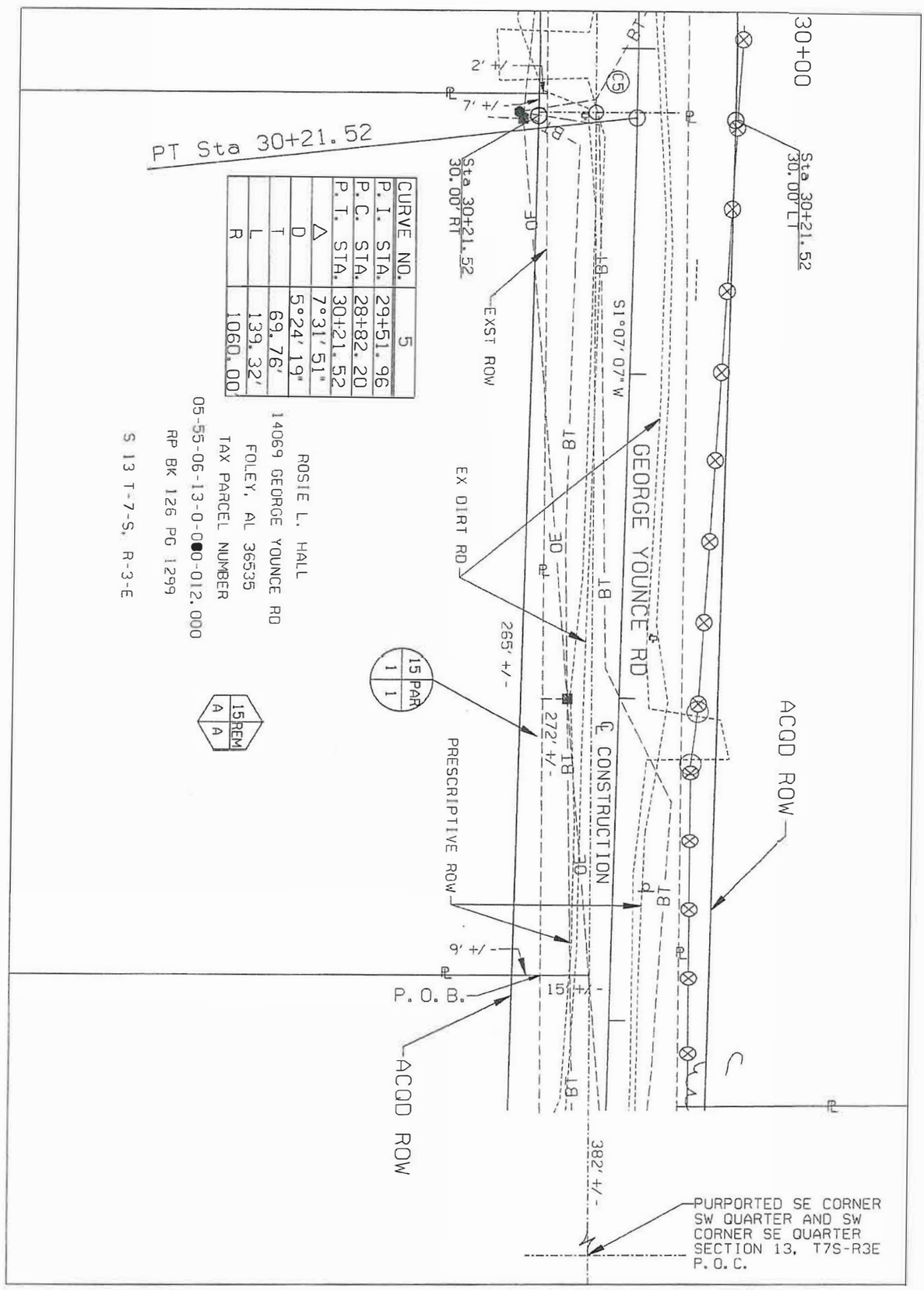
NOTARY PUBLIC

My Commission Expires: _____

TIFFANE'E LACE TUGGLE
My Commission Expires
April 3, 2022

GRANTEE'S MAILING ADDRESS:

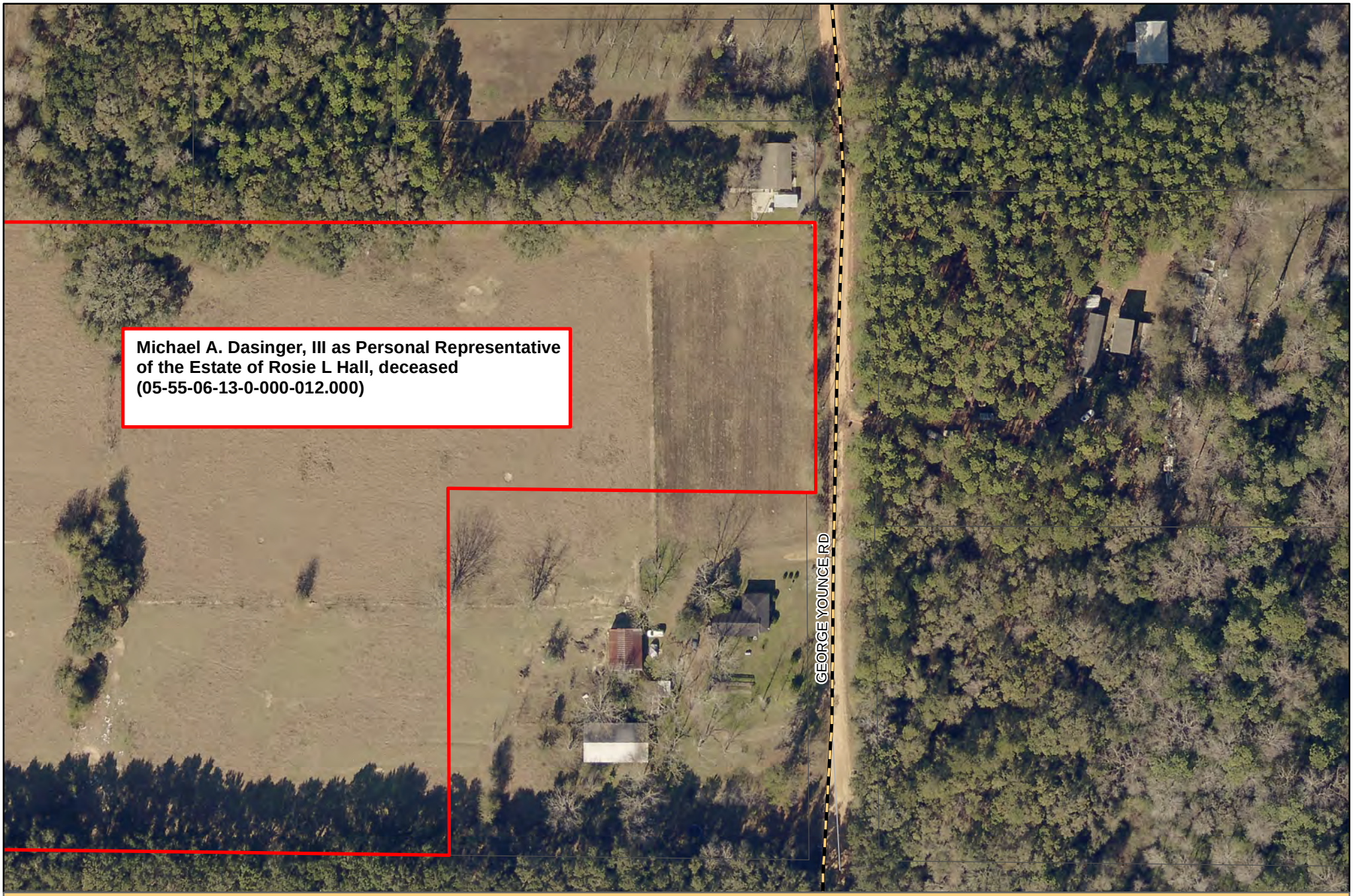
BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	15	PROJECT NO.	0204216
OWNER	ROSIE L. HALL	COUNTY	BALDWIN
TOTAL ACREAGE	15.865	SCALE:	1" =40'
R. O. W. REQUIRED	0.036	DATE:	5-30-17
PRESCRIPTIVE R. O. W.	0.000	REVISED:	N/A
T. C. E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	15.829		



N
W E
S

GEORGE YOUNCE ROAD
(TRACT 15)

Baldwin County Commission

Agenda Action Form

File #: 21-0396, **Version:** 1 **Item #:** BN11

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203616 - Kings Landing Road (Tract 2)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.095 acres on Kings Landing Road (Tract 2) as a right-of-way donated to Baldwin County by William M. Thompson and Robert B. Thompson on May 8, 2020 (Instrument No. 1827714 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 May 8, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Kings Landing Road from William M. Thompson and Robert B. Thompson.

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 two (2) 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 the William M. Thompson and Robert B. Thompson and send copy to Debra Morris and Tate Chalfant.

Contact:
William M. Thompson and Robert B. Thompson
2100 Handy Road
Cantonment, Florida 32533

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

William M. Thompson and Robert B. Thompson

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return | Identifying number

William M. Thompson and Robert B. Thompson

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.095 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 ▶ May 8, 2020

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, AL 36507	
Authorized signature	Title	Date
	Chairman	

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 5/11/2020 3:28 PM
TOTAL $ 0.00
5 Pages

1827114

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0203616
Kings Landing Road
G, D, B & Pave from Three Rivers Road to Kingsway Road
05-50-08-33-0-000-004.000
Tract No. 2

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), William M. Thompson, a married man, not conveying part of his homestead, and Robert B. Thompson, a single man, not conveying part of his homestead, being the heirs at law and next of kin of William H. Thompson, deceased, having died intestate on January 19, 2019 in Escambia County, Florida. William H. Thompson was the surviving grantee of that certain deed dated October 16, 1981 and recorded in Real Property Book 134 page 1894, the other grantee, Carolyn Y. Thompson having died June 19, 2011 in Escambia County, Florida. Therefore, the Grantors, conveying property not part of their 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 West Half of the Northeast Quarter of the Northwest Quarter of the of Section 33, Township 6 South, Range 6 East, identified as Tract Number 2 on Kings Landing Road, Project No. 0203616 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northeast corner of the West Half of the Northeast Quarter of the Northwest Quarter of Section 33, Township 6 South, Range 6 East, in Baldwin County, Alabama;

Thence S89°43'57"W along the north line of said quarter a distance of 315.00 feet, to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S0°14'08"W along the grantor's east property line a distance of 28.91 feet, to a point on the acquired R/W line;

Thence S89°52'35"W along the acquired R/W line a distance of 259.03 feet, to a point on the grantor's west property line;

Thence N0°50'53"E along the grantor's west property line a distance of 28.26 feet, to the grantor's northwest property corner;

Thence N89°43'57"E along the grantor's north property line a distance of 258.74 feet, to the Point of Beginning of the property herein conveyed and containing 0.170 acres, more or less. ***(0.075 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.095 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 8th day of May, 2020.

William M. Thompson

Robert B. Thompson

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that William M. Thompson and Robert B. Thompson, 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 8 day of May, 2020.

NOTARY PUBLIC

My Commission Expires: TATE CHALFANT My Commission Expires February 6, 2024

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

Kings Landing Road
Three Rivers Rd to Kingsway Road
Project No. 0203616
Baldwin County, Alabama
Tract 2

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 8th day of May, 2020.

William M. Thompson

Robert B. Thompson

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that William M. Thompson and Robert B. Thompson, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, 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 8 day of May, 2020.

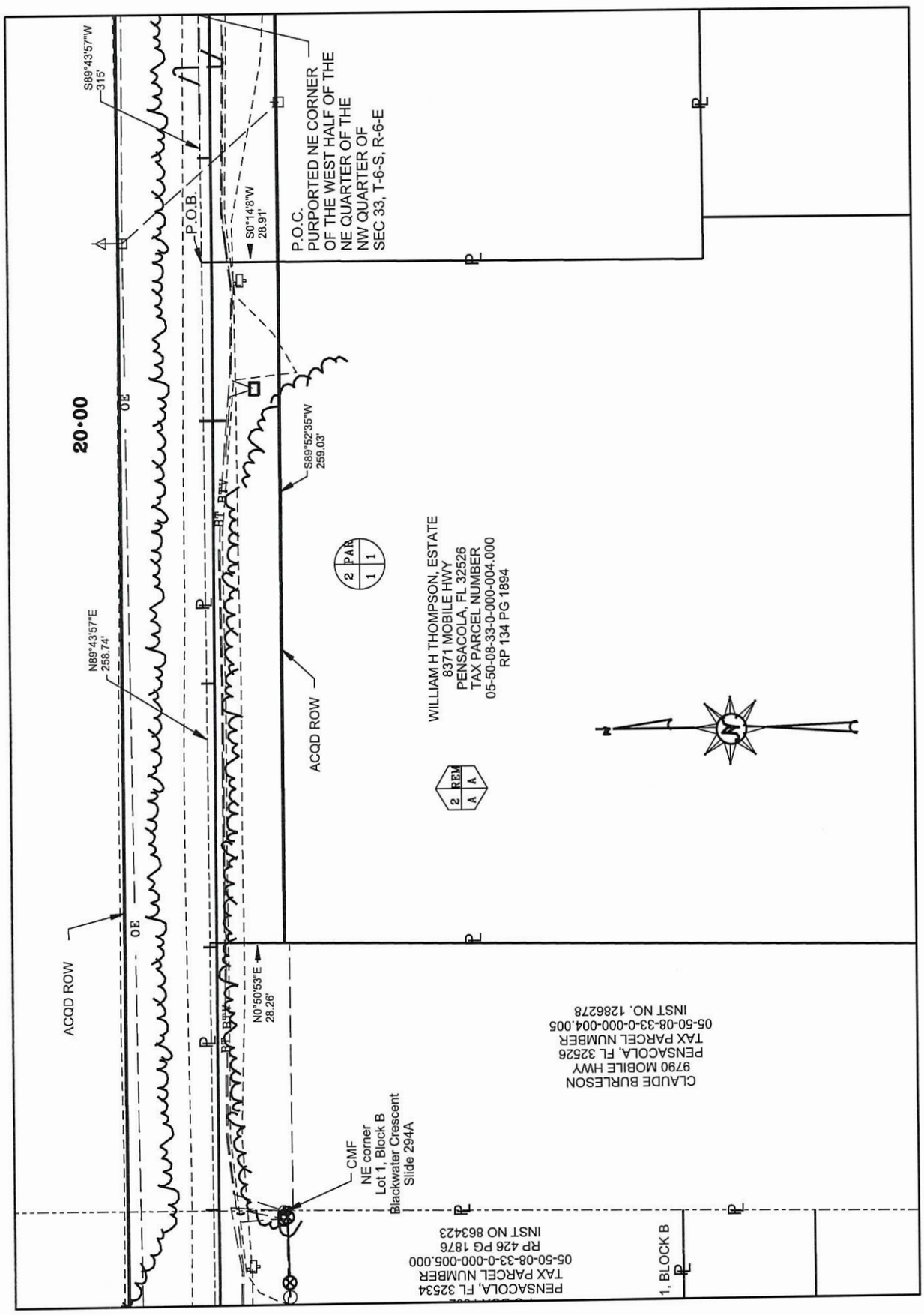
NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	2	PROJECT NO.	0203616
OWNER	WILLIAM H THOMPSON, ESTATE	COUNTY	BALDWIN
TOTAL ACREAGE	14.742	SCALE:	1"=50'
R.O.W. REQUIRED	0.170	DATE;	6-11-2019
PRESCRIPTIVE R.O.W.	0.075	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	14.572		



N
W E
S

KINGS LANDING ROAD
(TRACT 2)

Baldwin County Commission

Agenda Action Form

File #: 21-0397, **Version:** 1 **Item #:** BN12

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203616 - Kings Landing Road (Tract 4)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.405 acres on Kings Landing Road (Tract 4) as a right-of-way donated to Baldwin County by Deborah O. Falk (undivided ½ interest), Alison & William Schwann (undivided ¼ interest), and Nancy Laura Nelson and Ray Nelson (undivided ¼ interest) on March 12, 2020 (Instrument No. 1822124 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 12, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Kings Landing Road from Deborah O. Falk (undivided ½ interest), Alison & William Schwann (undivided ¼ interest), and Nancy Laura Nelson and Ray Nelson (undivided ¼ interest).

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 two (2) 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 Deborah O. Falk, et al and send copy to Debra Morris and Tate Chalfant.

Contact:
Deborah O. Falk, Alison & William Schwann, Nancy and Ray Nelson
4N450 Somerset Court
Wayne, Illinois 60184

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Deborah O. Falk (1/2 interest); Alison & William Schwann (1/4 interest); Nancy & Ray Nelson (1/4 interest)

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return | Identifying number

Deborah O. Falk (1/2 interest); Alison & William Schwann (1/4 interest); Nancy & Ray Nelson (1/4 interest)

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.405 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 12, 2020

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, AL 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. 0203616
Kings Landing Road
G, D, B & Pave from Three Rivers Road to Kingsway Road
05-50-08-33-0-000-003.000
Tract No. 4 OK

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 4/ 9/2020 1:06 PM
TOTAL $ 0.00
8 Pages

1822124

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), Deborah O. Falk, a widowed woman (undivided ½ interest), Alison Schwan and William Schwan, husband & wife (undivided ¼ interest), Nancy Laura Nelson and Ray Nelson, husband & wife (undivided ¼ interest), 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 East Half of the Northeast Quarter of the Northwest Quarter of Section 33, Township 6 South, Range 6 East, identified as Tract Number 4 on Kings Landing Road, Project No. 0203616 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northeast corner of the East Half of the Northeast Quarter of the Northwest Quarter of Section 33, Township 6 South, Range 6 East, in Baldwin County, Alabama (the grantor's northeast property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence run southerly along the grantor's east property line a distance of 147 feet, more or less, to a point on the acquired R/W line;

Thence run northwesterly along the acquired R/W line a distance of 5 feet, more or less, to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 30+89.09);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence run northwesterly and parallel to project centerline along a curve to the left having a radius of 490 feet and along the acquired R/W line a distance of 346 feet, more or less, to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 27+22.25);

Thence run westerly along the acquired R/W line a distance of 348 feet, more or less, to the grantor's west property line;

Thence run northerly along the grantor's west property line a distance of 30 feet, more or less, to the grantor's northwest property corner;

Thence run easterly along the grantor's north property line a distance of 672 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.735 acres, more or less. ***(0.330 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.405 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 advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 12 day of March, 2020.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Deborah O.B. Falk
Deborah O. Falk

ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Berkeley)

I, Daniel Orona, a Notary Public, in and for said County in said State, hereby certify that Deborah O. Falk, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of March, 2020.

DANIEL ORONA
COMM. #2266196
Notary Public - California
Alameda County
My Comm. Expires Dec. 4, 2022

NOTARY PUBLIC

My Commission Expires: 12/04/2022

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Alison Schwan

Alison Schwan

William Schwan

William Schwan

ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Dupage)

I, Tyler Burden, a Notary Public, in and for said County in said State, hereby certify that Alison Schwan and William Schwan, whose name(s) 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 6th day of Feburary, ~~2019~~ 2020.

"OFFICIAL SEAL"
TYLER BURDEN
Notary Public, State of Illinois
My Commission Expires JUNE 21, 2020

NOTARY PUBLIC

My Commission Expires: 6-21-2020

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Nancy Laura Nelson

Ray Nelson

ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Stanislaus)

I, Thuy T. Nguyen, a Notary Public, in and for said County in said State, hereby certify that Nancy Laura Nelson and Ray Nelson, 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 28th day of February, 2020.

NOTARY PUBLIC

My Commission Expires: January 13th, 2021

THUY T. NGUYEN
COMM. # 2175808
NOTARY PUBLIC - CALIFORNIA
STANISLAUS COUNTY
MY COMM. EXP. JAN. 13, 2021

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

Kings Landing Road
Three Rivers Road to Kingsway Road
Project No. 0203616
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 12th day of March, 2020.

Deborah O. B. Falk
Deborah O. Falk

ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Alameda)

I, Daniel Orona, a Notary Public, in and for said County in said State, hereby certify that Deborah O. Falk, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of March, 2020.

DANIEL ORONA
COMM. #2266196
Notary Public - California
Alameda County
My Comm. Expires Dec. 4, 2022

NOTARY PUBLIC

My Commission Expires: 12/04/2022

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Alison Schwan

William Schwan

ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Dupage)

I, Tyler Burden, a Notary Public, in and for said County in said State, hereby certify that Alison Schwan and William Schwan, whose name(s) 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 6th day of Feburary, ~~2019~~ 2020.

"OFFICIAL SEAL"
TYLER BURDEN
Notary Public, State of Illinois
Commission Expires JUNE 21, 2020

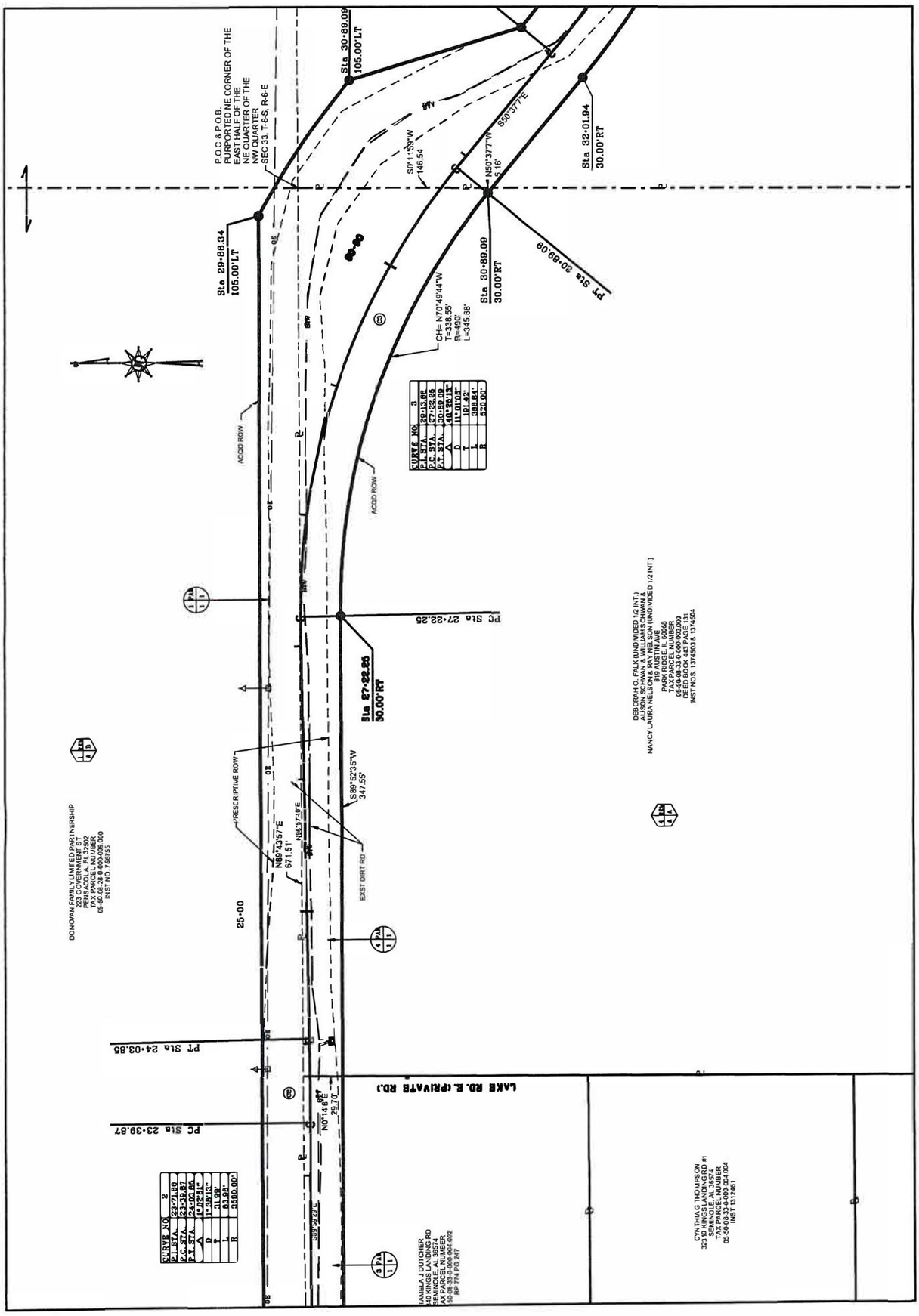
NOTARY PUBLIC

My Commission Expires: 6-21-2020

"OFFICIAL SEAL"
TYLER BURDEN
Notary Public, State of Illinois
My Commission Expires JUNE 21, 2020

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	4	PROJECT NO.	0203616
OWNER	DEBORAH FALK, ALLISON & WILLIAM SCHWAN, NANCY & RAY NELSON	COUNTY	BALDWIN
TOTAL ACREAGE	20.587	SCALE:	1"=100'
R.O.W. REQUIRED	0.735	DATE;	06-06-2019
PRESCRIPTIVE R.O.W.	0.330	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	19.852		



N
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KINGS LANDING ROAD
(TRACT 4)

Baldwin County Commission

Agenda Action Form

File #: 21-0398, **Version:** 1 **Item #:** BN13

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0211919 - Mannich Lane (Tract 1)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.323 acres on Mannich Lane (Tract 1) as a right-of-way donated to Baldwin County by Susan S. Perkins on November 6, 2020 (Instrument No. 1869703 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 November 6, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Mannich Lane from Susan S. Perkins.

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 two (2) 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 Susan S. Perkins and send copy to Debra Morris and Tate Chalfant.

Contact:
Susan S. Perkins
133930 County Road 9
Foley, Alabama 36535

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Susan S. Perkins

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return: Susan S. Perkins | Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.323 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 ▶ November 6, 2020

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, AL 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. 0211919 TD OK.
Mannich Lane
G, D, B & Pave from CR 9 to Lipscomb Road
05-55-04-37-0-000-007.004
Tract No. 1

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 11/ 9/2020 3:08 PM
TOTAL $ 0.00
7 Pages

1869703

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), Susan S. Perkins, a married woman, not conveying part of her 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 East Half of Grant Section 37, Township 7 South, Range 3 East, being in the Northwest Quarter of the Southeast Quarter of Regular Section 19, Township 7 South, Range 3 East, identified as Tract Number 1 on Mannich Lane, Dirt Road Paving Project No. 0211919 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Regular Section 19, Township 7 South, Range 3 East, being in the East Half of Grant Section 37, Township 7 South, Range 3 East in Baldwin County, Alabama;

Thence S89°51'48"E along the north line of said Quarter/Quarter a distance of 42.65 feet to existing east R/W line of County Road 9;

Thence S0°6'26"W along the existing east R/W line of County Road 9 a distance of 20.00 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S89°51'48"E along the grantor's north property line a distance of 1292.50 feet to the grantor's northeast property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S0°25'27"W along the grantor's east property line a distance of 44.64 feet to a point on the acquired R/W line;

Thence S88°57'59"W along the acquired R/W line a distance of 1267.51 feet to a point (said point is offset 28.57 feet right of and perpendicular to project centerline at Station 10+60.21);

Thence S45°0'00W along the acquired R/W line a distance of 35.42 feet to a point on the existing east R/W line of County Road 9;

Thence N0°6'26"E along the existing east R/W line of County Road 9 a distance of 95.63 feet to the Point of Beginning of the property herein conveyed and containing 1.723 acres, more or less. ****(1.400 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.323 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 6 day of November, 2020.

Susan S Perkins

Susan S. Perkins

Meg Perkins Wittendorfer

Meg Perkins Wittendorfer, Power of Attorney

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Susan S. Perkins, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of November, 2020.

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

Mannich Ln
From CR 9 to Lipscomb Rd
Project No. 0211919
Tract No. 1

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 6 day of November, 2020.

Susan S Perkins
Susan S. Perkins

Meg Perkins Wittendorfer
Meg Perkins Wittendorfer, Power of Attorney

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Susan S. Perkins, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 6 day of November, 2020.

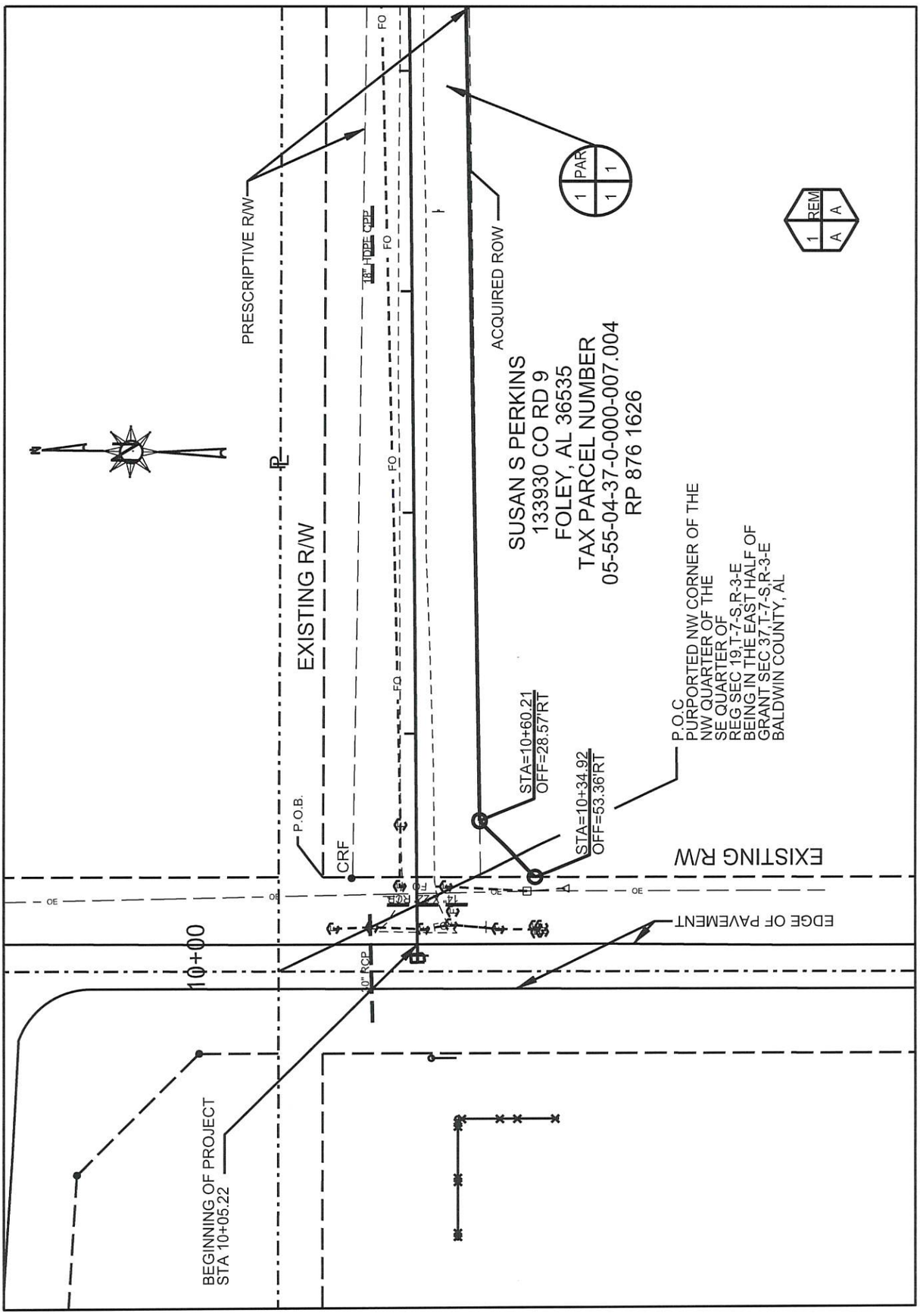
Given under my hand and official seal this_____ day of _____ 2020.

Tate Chalfant
NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

My Commission Expires: _____

MATCH SHEET 2 OF 3

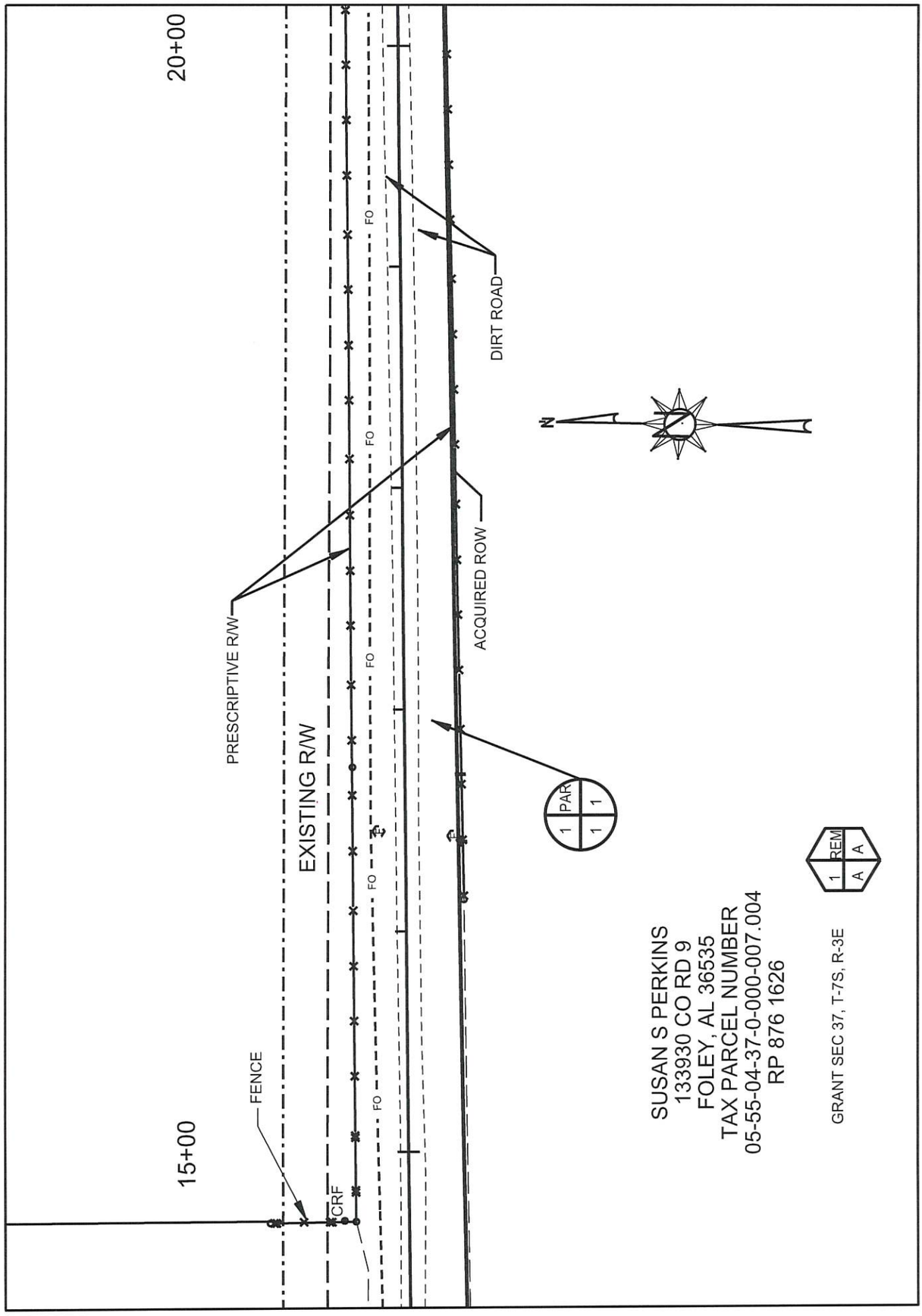


THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	1	PROJECT NO.	0211919
OWNER	SUSAN S PERKINS	COUNTY	BALDWIN
TOTAL ACREAGE	19.602	SCALE:	1"=60'
R.O.W. REQUIRED	1.723	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	1.400	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 3
REMAINDER	17.879		

MATCH SHEET 3 OF 3

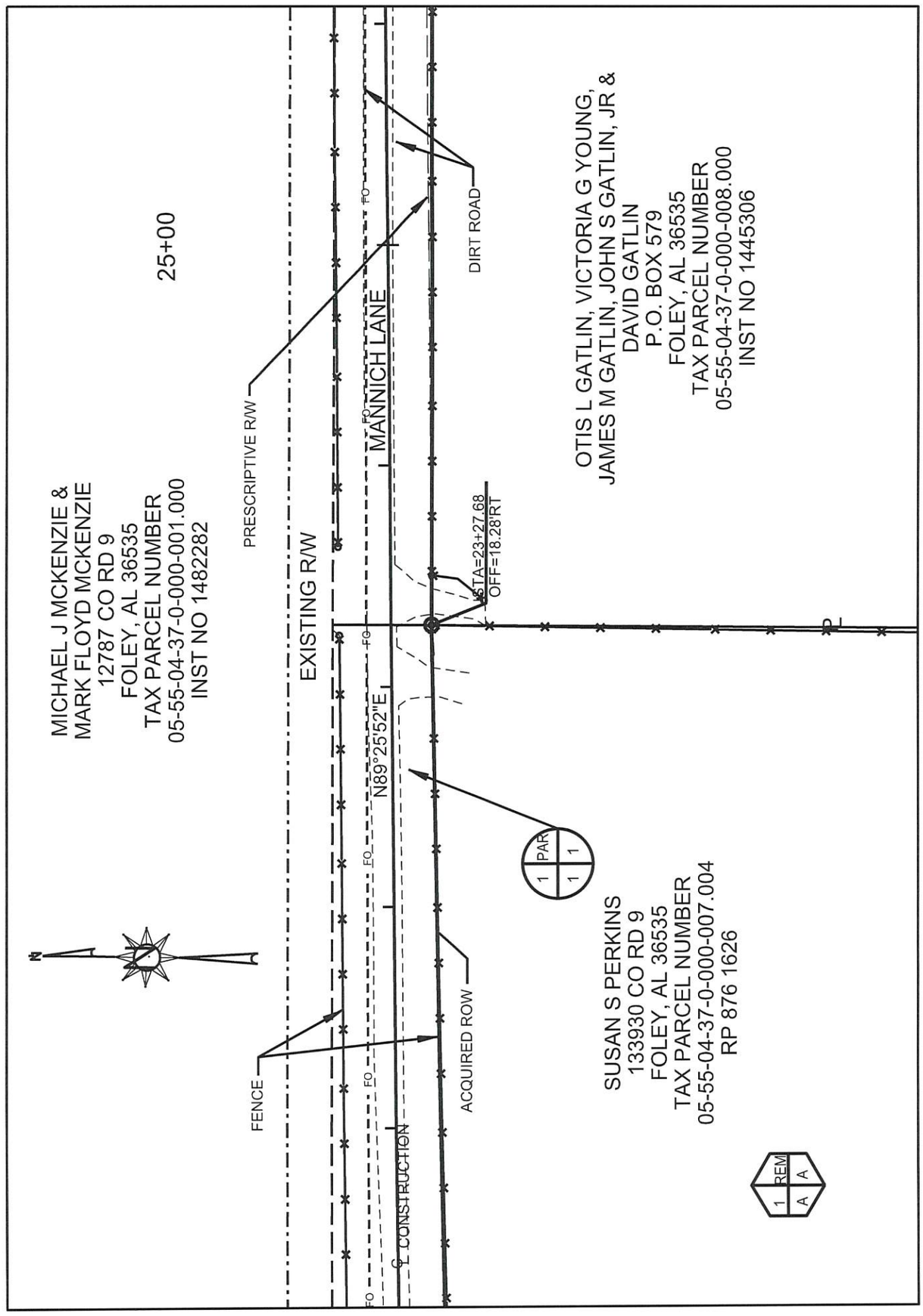


MATCH SHEET 1 OF 3

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	1	PROJECT NO.	0211919
OWNER	SUSAN S PERKINS	COUNTY	BALDWIN
TOTAL ACREAGE	19.602	SCALE:	1"=60'
R.O.W. REQUIRED	1.723	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	1.400	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	2 OF 3
REMAINDER	17.879		



MATCH SHEET 2 OF 3

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	1	PROJECT NO.	0211919
OWNER	SUSAN S PERKINS	COUNTY	BALDWIN
TOTAL ACREAGE	19.602	SCALE:	1"=60'
R.O.W. REQUIRED	1.723	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	1.400	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	3 OF 3
REMAINDER	17.879		



N
W E
S

MANNICH LANE
(TRACT 1)

Baldwin County Commission

Agenda Action Form

File #: 21-0399, **Version:** 1 **Item #:** BN14

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0211919 - Mannich Lane (Tract 2)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.141 acres on Mannich Lane (Tract 2) as a right-of-way donated to Baldwin County by Otis L. Gatlin, Victoria G. Young, James M. Gatlin, John S. Gatlin, Jr. and David Gatlin on November 17, 2020 (Instrument No. 1871483 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 November 17, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Mannich Lane from Otis L. Gatlin, Victoria G. Young, James M. Gatlin, John S. Gatlin, Jr. and David Gatlin.

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

two (2) 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 Otis L. Gatlin, Victoria G. Young, James M. Gatlin, John S. Gatlin, Jr. and David Gatlin and send copy to Debra Morris and Tate Chalfant.

Contact:
Otis L. Gatlin, Victoria G. Young, James M. Gatlin, John S. Gatlin, Jr. and David Gatlin
P.O. Box 579
Foley, Alabama 36535

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Otis L. Gatlin, Victoria G. Young, James M. Gatlin, John S. Gatlin, Jr. & David Gatlin

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return | Identifying number

Otis L. Gatlin, Victoria G. Young, James M. Gatlin, John S. Gatlin, Jr. & David Gatlin

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.141 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 ▶ November 17, 2020

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, AL 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. 0211919
Mannich Lane
G, D, B & Pave from CR 9 to Lipscomb Road
05-55-04-37-0-000-008.000
Tract No. 2

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 11/17/2020 3:47 PM
TOTAL $ 0.00
9 Pages

18711483

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), Otis L. Gatlin, married man, Victoria G. Young, married woman, James M. Gatlin, single man, John S. Gatlin, Jr., married man, and David Gatlin, married man, not conveying a part of their 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 East Half of the East Half of Grant Section 37, Township 7 South, Range 3 East, being in the East Half of the Southeast Quarter of Regular Section 19, Township 7 South, Range 3 East, identified as Tract Number 2 on Mannich Lane, Dirt Road Paving Project No. 0211919 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Regular Section 19, Township 7 South, Range 3 East, being in the East Half of Grant Section 37, Township 7 South, Range 3 East in Baldwin County, Alabama;

Thence S89°51'48"E along the north line of said Quarter/Quarter a distance of 1335.12 feet to a point;

Thence S0°0'00"W leaving the north line of said Quarter/Quarter a distance of 20.00 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S89°51'48"E along the grantor's north property line a distance of 1308.55 feet to the grantor's northeast property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S0°39'29"W along the grantor's east property line a distance of 41.79 feet to a point on the acquired R/W line;

Thence N89°59'15"W along the acquired R/W line a distance of 1308.39 feet to a point on the grantor's west property line;

Thence N0°25'27"E along the grantor's west property line a distance of 44.65 feet to the Point of Beginning of the property herein conveyed and containing 1.298 acres, more or less. ****(1.157 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.141 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 17th day of November, 2020.

Otis L. Gatlin

Victoria G. Young

John S. Gatlin, Jr.

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Otis L. Gatlin, Victoria G. Young, and John S. Gatlin, Jr., 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 17 day of November, 2020.

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 12th day of November, 2020.

James M. Gatlin

David Gatlin

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that James M. Gatlin, and David Gatlin, 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 12 day of November, 2020.

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

Mannich Ln
From CR 9 to Lipscomb Rd
Project No. 0211919
Tract No. 2

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 17th day of November, 2020.

Otis L. Gatlin

Victoria G. Young

John S. Gatlin, Jr.

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Otis L. Gatlin, Victoria G. Young, and John S. Gatlin, Jr., 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 17 day of November 2020.

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

Tate Chalfant
NOTARY PUBLIC

My Commission Expires: 2/6/2024

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Mannich Ln
From CR 9 to Lipscomb Rd
Project No. 0211919
Tract No. 2

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 12 day of Nov., 2020.

James M. Gatlin

David Gatlin

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that James M. Gatlin and David Gatlin, 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.

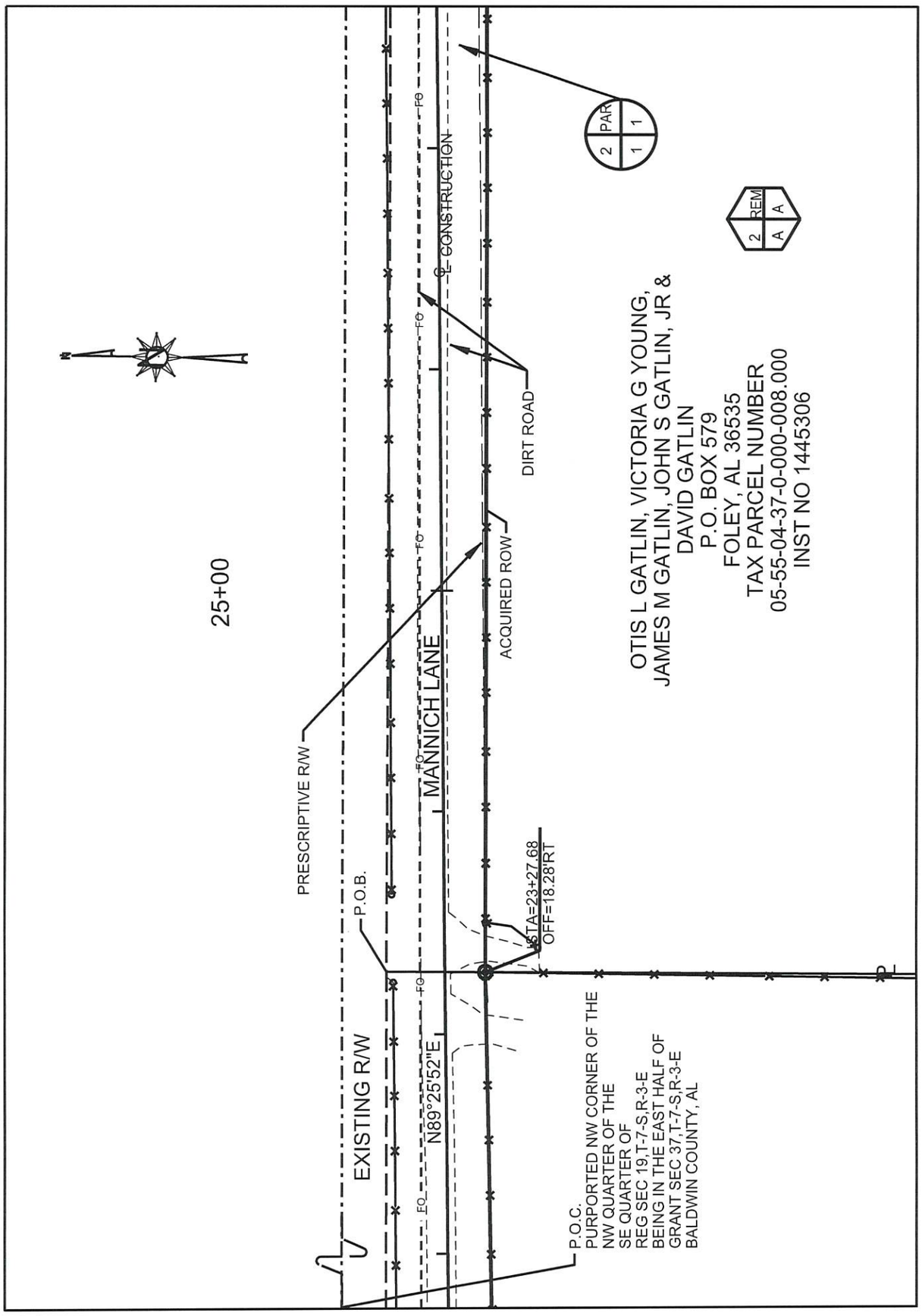
Given under my hand and official seal this 12 day of November 2020.

Tate Chalfant
NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

My Commission Expires: _____

MATCH SHEET 2 OF 3

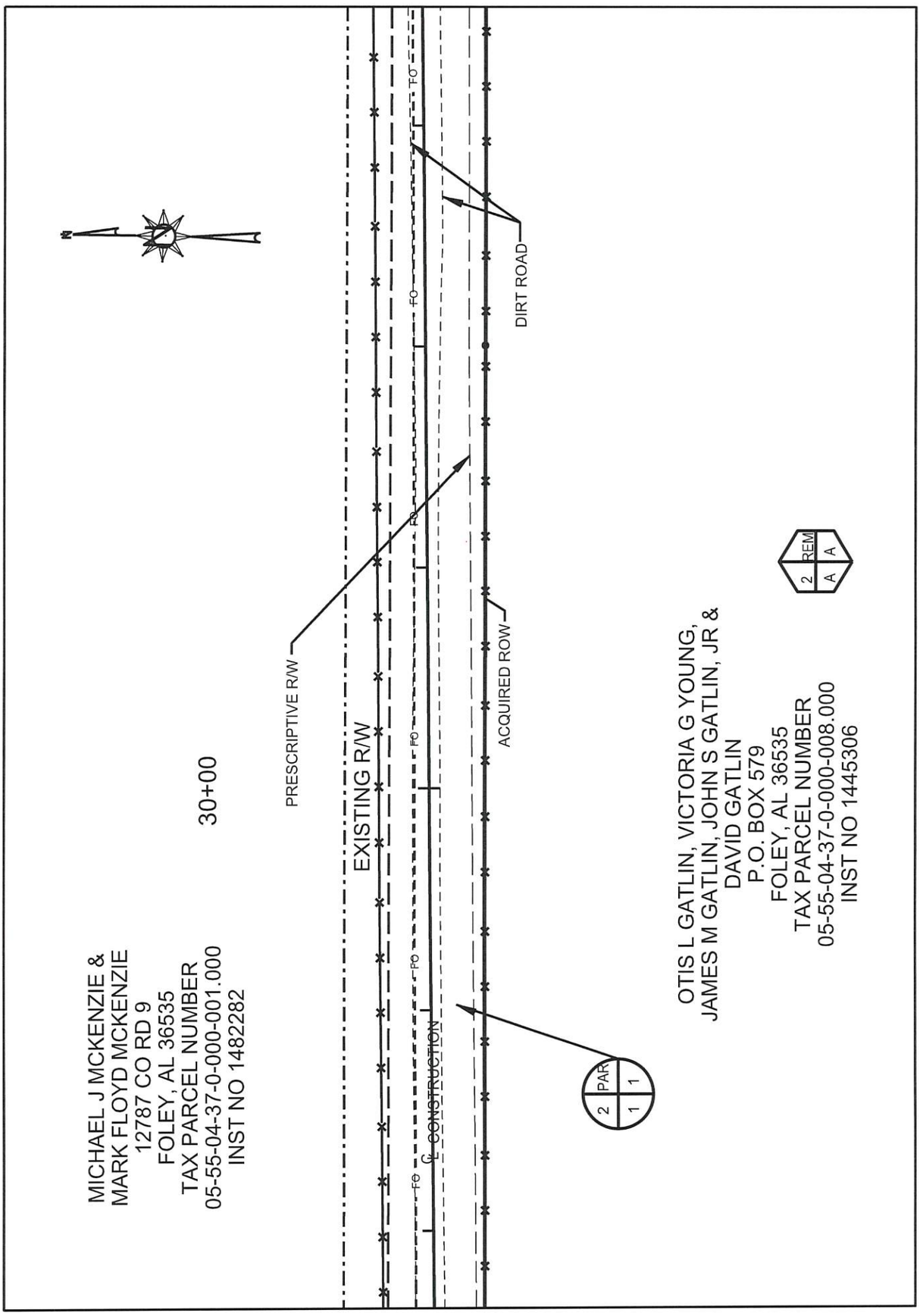


THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	2	PROJECT NO.	0211919
OWNER	OTIS GATLIN, VICTORIA YOUNG,JAMES GATLIN, JOHN GATLIN,JR&DAVID GATLIN	COUNTY	BALDWIN
TOTAL ACREAGE	78.572	SCALE:	1"=60'
R.O.W. REQUIRED	1.298	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	1.157	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 3
REMAINDER	77.274		

MATCH SHEET 3 OF 3

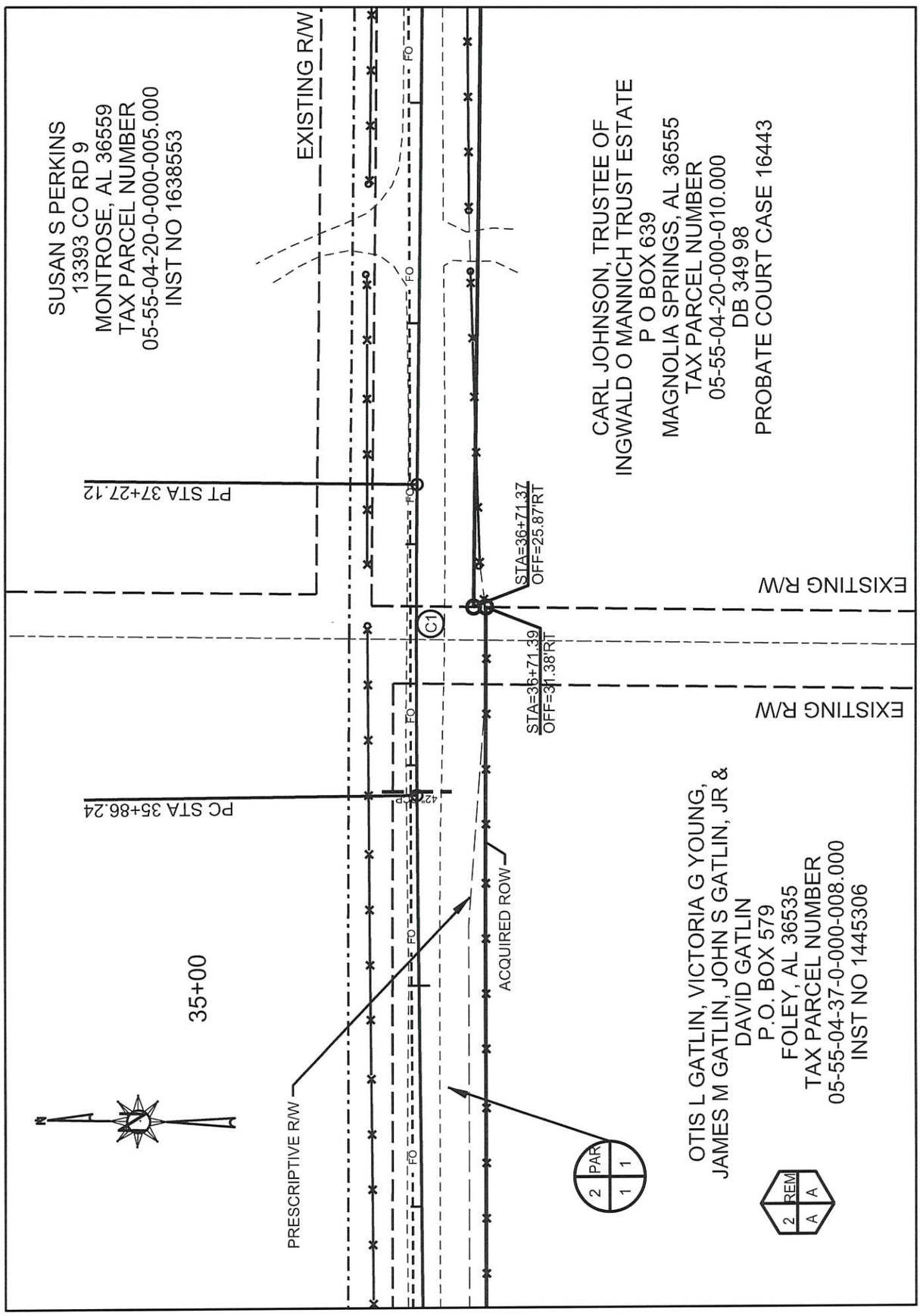


MATCH SHEET 1 OF 3

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	2	PROJECT NO.	0211919
OWNER	OTIS GATLIN, VICTORIA YOUNG,JAMES GATLIN, JOHN GATLIN,JR&DAVID GATLIN	COUNTY	BALDWIN
TOTAL ACREAGE	78.572	SCALE:	1"=60'
R.O.W. REQUIRED	1.298	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	1.157	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	2 OF 3
REMAINDER	77.274		



MATCH SHEET 2 OF 3

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	2	PROJECT NO.	0211919
OWNER	OTIS GATLIN, VICTORIA YOUNG,JAMES GATLIN, JOHN GATLIN,JR&DAVID GATLIN	COUNTY	BALDWIN
TOTAL ACREAGE	78.572	SCALE:	1"=60'
R.O.W. REQUIRED	1.298	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	1.157	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	3 OF 3
REMAINDER	77.274		



N
W E
S

MANNICH LANE
(TRACT 2)

Baldwin County Commission

Agenda Action Form

File #: 21-0400, **Version:** 1 **Item #:** BN15

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0211919 - Mannich Lane (Tract 3)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.508 acres on Mannich Lane (Tract 3) as a right-of-way donated to Baldwin County by Carl Johnson, Trustee of Ingwald O. Mannich Trust Estate on October 20, 2020 (Instrument No. 1865349 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 October 20, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Mannich Lane from Carl Johnson, Trustee of Ingwald O. Mannich Trust Estate.

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 two (2) 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 Carl Johnson and send copy to Debra Morris and Tate Chalfant.

Contact:
Carl Johnson, Trustee of Ingwald O. Mannich Trust Estate
P.O. Box 639
Magnolia Springs, Alabama 36555

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Carl Johnson, Trustee of Ingwald O Mannich Trust Estate

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** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities 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 of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
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						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in 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
3a	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?		

Name(s) shown on your income tax return | Identifying number

Carl Johnson, Trustee of Ingwald O Mannich Trust Estate

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 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** ☐ 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.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible 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	0.508 acres for County Road ROW	Very Good	
B			
C			
D			

	(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	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in 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 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 Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III 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). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

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 ▶ October 20, 2020

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, AL 36507	
Authorized signature	Title	Date
	Chairman	

FORM ROW-4

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 10/22/2020 8:18 AM
TOTAL $ 0.00
11 Pages

1865349

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0211919
Mannich Lane
G, D, B & Pave from CR 9
to Lipscomb Road
05-55-04-20-0-000-010.000
Tract No. 3

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), Carl Johnson, as Trustee of the Testamentary Trust created under the Estate of Ingwald O. Mannich, deceased, Baldwin County Probate Court Case File No. 16443. (I. O. Mannich also known as Ingwald O. Mannich was the surviving grantee of that certain deed dated August 26, 1964 and recorded in Deed Book 349 at Page 98. The other grantee, Della Mannich, having died on December 27, 1977), 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 North Half of the Southwest Quarter of Section 20, Township 7 South, Range 3 East, identified as Tract Number 3 on Mannich Lane, Dirt Road Paving Project No. 0211919 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 2:

Commencing at the purported northwest corner of the North Half of the Southwest Quarter of Section 20, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S89°31'09"E along the north line of said Quarter a distance of 14.89 feet to a point on the existing R/W line;

Thence S0°0'00"W along the existing R/W line a distance of 10.00 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S89°31'09"E along the grantor's north property line a distance of 2626.87 feet to the grantor's property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S0°23'42"W along the grantor's property line a distance of 53.42 feet to a point on the acquired R/W line;

Thence N89°21'36"W along the acquired R/W line a distance of 2627.16 feet to a point on the grantor's west property line;

Thence N0°39'29"E along the grantor's west property line a distance of 46.12 feet to the Point of Beginning of the property herein conveyed and containing 3.002 acres, more or less. ****(2.563 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.439 acres is being acquired from the Grantor).**

A part of West Half of the Northwest Quarter of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, identified as Tract Number 3 on Mannich Lane, Dirt Road Paving Project No. 0211919 in Baldwin County, Alabama and being more fully described as follows:

Parcel 2 of 2:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S89°31'09"E along the north line of said Quarter a distance of 14.93 feet to a point on the existing R/W line;

Thence S0°0'00"W along the existing R/W line a distance of 10.00 feet to the grantor's property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S89°31'09"E along the grantor's north property line a distance of 286.00 feet to the grantor's northeast property corner;

Thence S0°1'49"E along the grantor's east property line a distance of 52.34 feet to a point on the acquired R/W line;

Thence N89°38'44"W along the acquired R/W line a distance of 286.39 feet to a point on the grantor's property line;

Thence N0°23'42"E along the grantor's property line a distance of 52.97 feet to the Point of Beginning of the property herein conveyed and containing 0.343 acres, more or less. ****(0.274 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.069 acres is being acquired from the Grantor).**

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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, The Grantor, at the time of the delivery of this Deed, is duly authorized to make and enter into the sale and conveyance of the real property and hereby covenant to and with Baldwin County, Alabama, that The Testamentary Trust created under the Estate of Ingwald O. Mannich, deceased, is lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; the Grantor has 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 he will forever warrant and defend the title thereto against the lawful claims and demands of all persons claiming by, through, or under him, but against none other.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him as Trustee for this conveyance.

IN WITNESS WHEREOF, I, Carl Johnson, acting in my capacity as Trustee of the Testamentary Trust created under the Estate of Ingwald O. Mannich, deceased, set my hand and seal this the 20TH day of OCTOBER, 2020.

Carl E Johnson

Carl Johnson, as Trustee

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

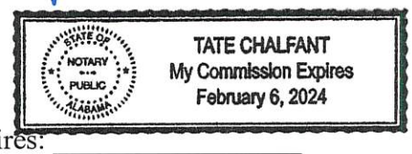
ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Carl Johnson, whose name as Trustee of the Ingwald O. Mannich Testamentary Trust, 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 in his capacity as Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of October, 2020.

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

Mannich Ln
From CR 9 to Lipscomb Rd
Project No. 0211919
Tract No. 3

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 20 day of OCTOBER, 2020.

Carl E. Johnson
Carl Johnson, as 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 Carl Johnson, whose name as Trustee of the Ingwald O. Mannich Testamentary Trust, 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 in his capacity as Trustee, executed the same voluntarily on the day the same bears date.

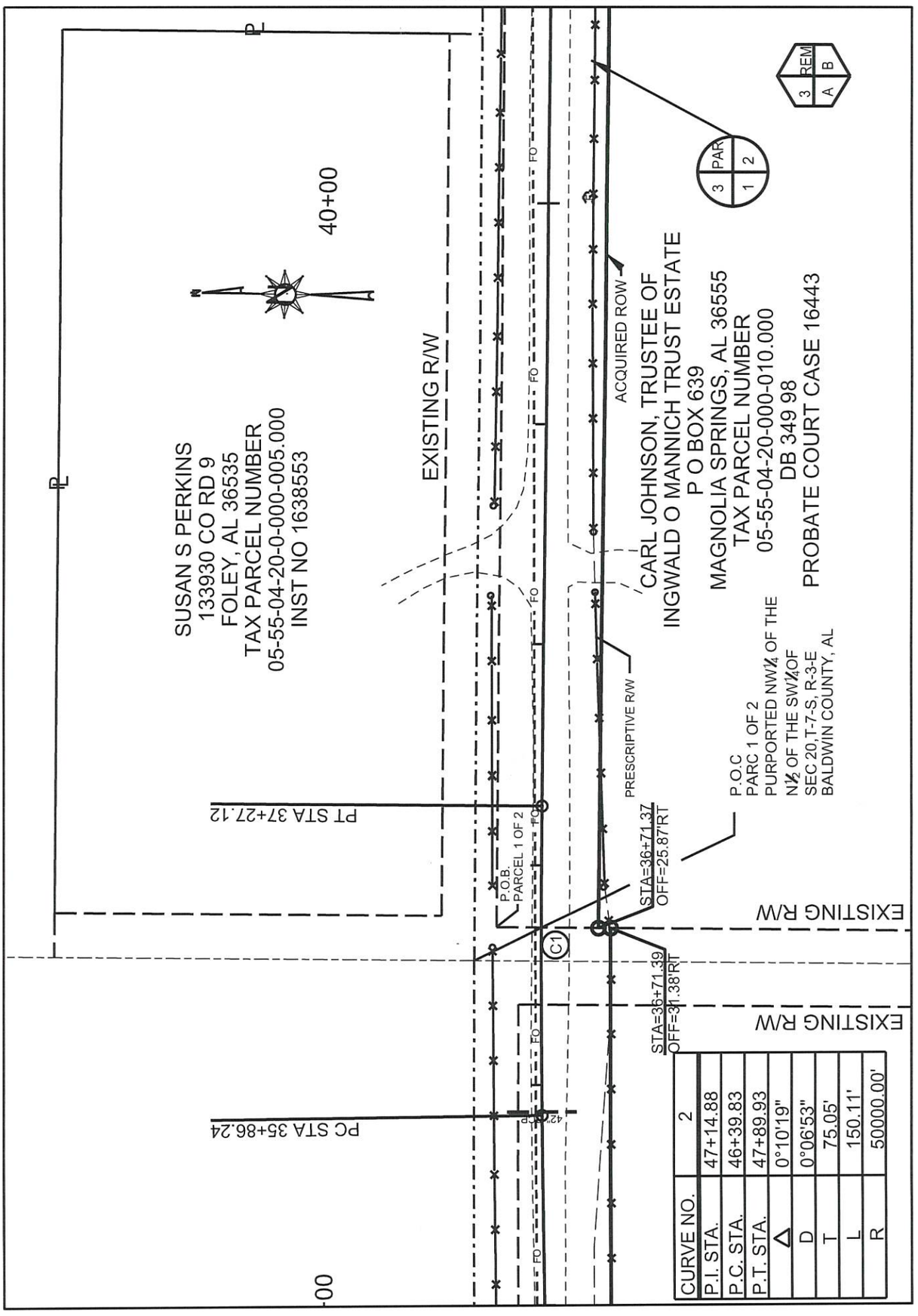
Given under my hand and official seal this 20 day of October 2020.

Tate Chalfant
NOTARY PUBLIC

STATE OF ALABAMA NOTARY PUBLIC
TATE CHALFANT
My Commission Expires
February 6, 2024

My Commission Expires: _____

MATCH SHEET 2 OF 6



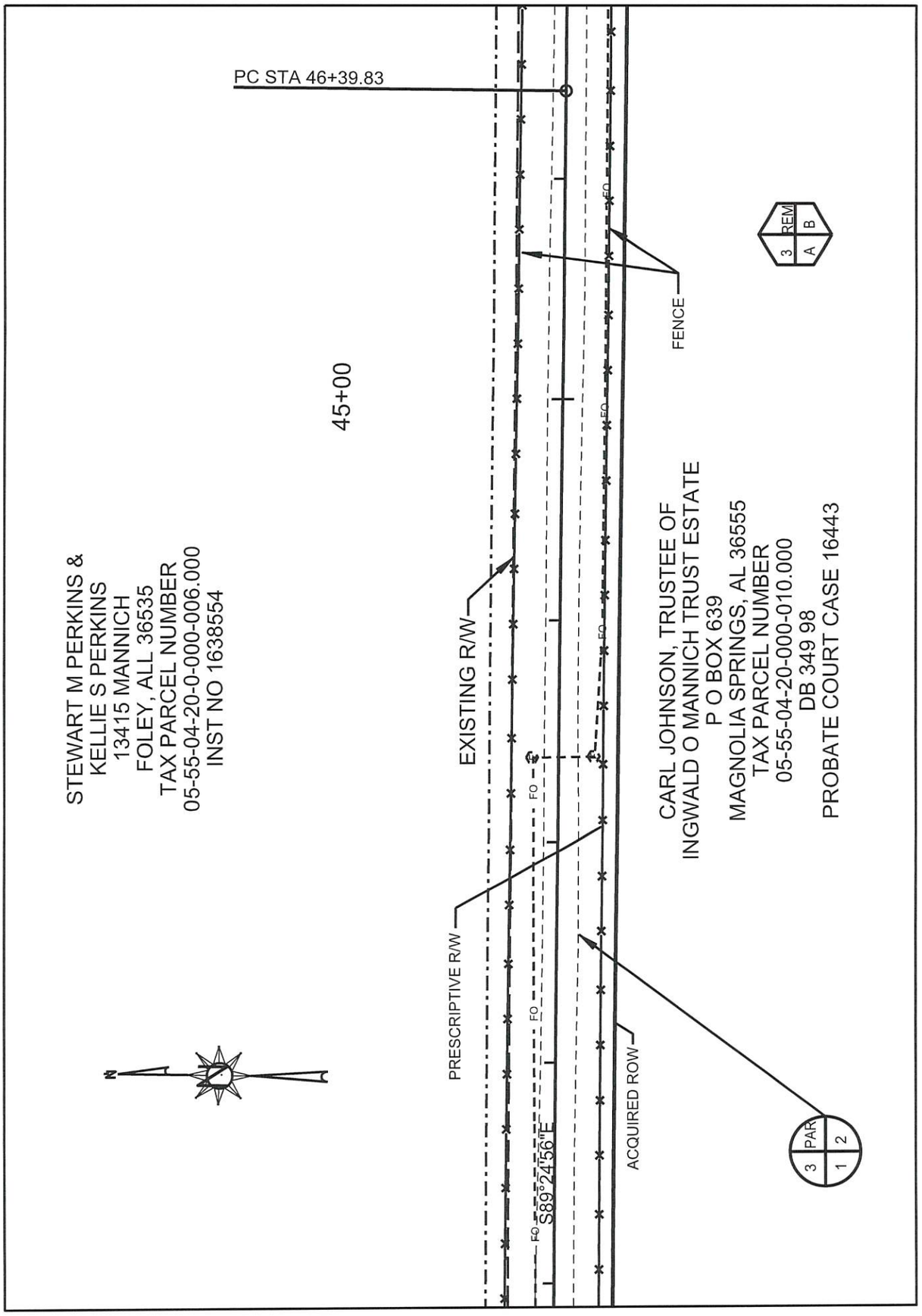
CURVE NO.	2
P.I. STA.	47+14.88
P.C. STA.	46+39.83
P.T. STA.	47+89.93
Δ	0°10'19"
D	0°06'53"
T	75.05'
L	150.11'
R	50000.00'

THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3	PROJECT NO.	0211919
OWNER	INGWALD O MANNICH TRUST ESTATE	COUNTY	BALDWIN
TOTAL ACREAGE	88.472	SCALE:	1"=60'
R.O.W. REQUIRED	3.344	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	2.837	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 6
REMAINDER	85.128		

MATCH SHEET 3 OF 6

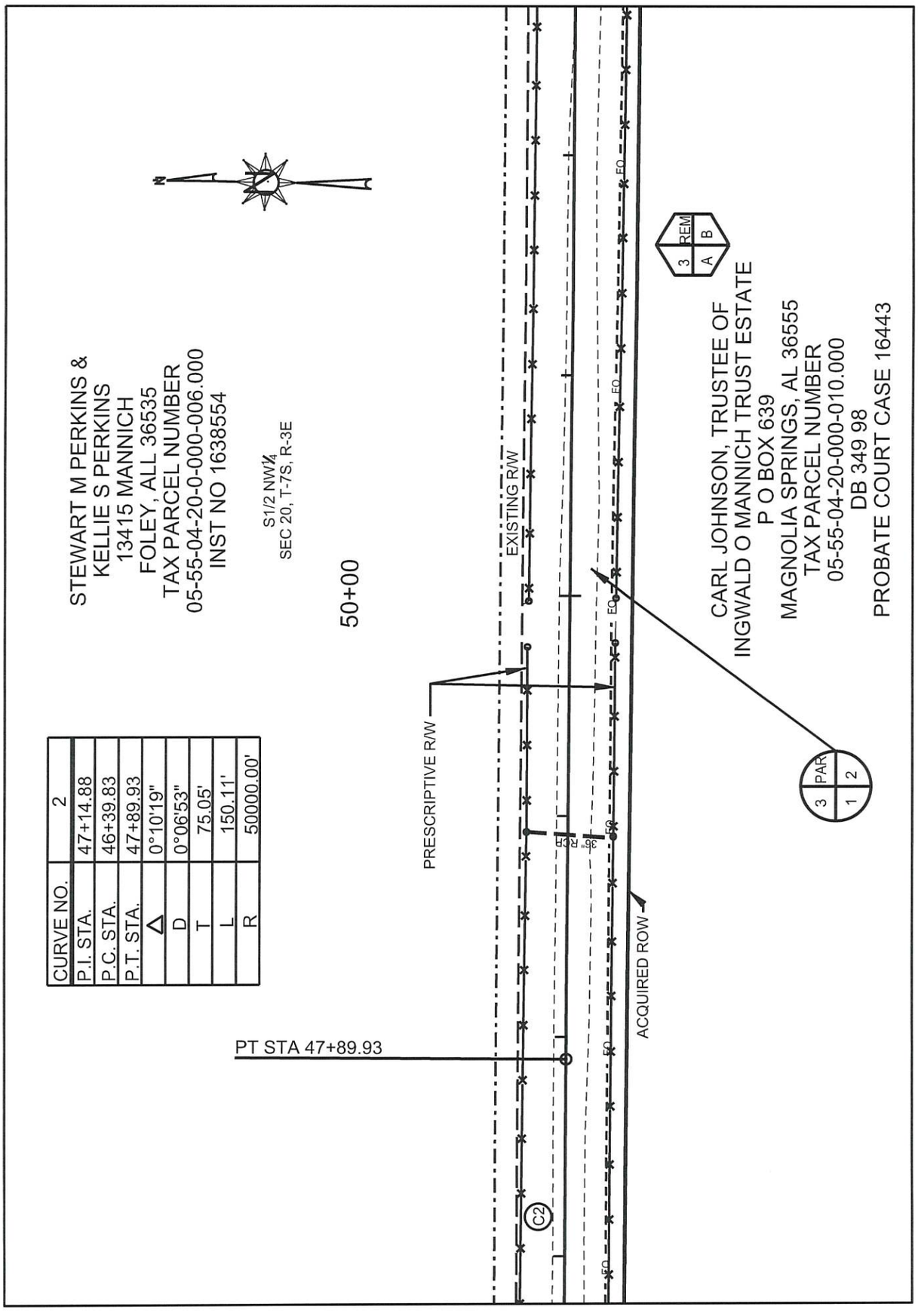


MATCH SHEET 1 OF 6

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3	PROJECT NO.	0211919
OWNER	INGWALD O MANNICH TRUST ESTATE	COUNTY	BALDWIN
TOTAL ACREAGE	88.472	SCALE:	1"=60'
R.O.W. REQUIRED	3.344	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	2.837	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	2 OF 6
REMAINDER	85.128		



CURVE NO.	2
P.I. STA.	47+14.88
P.C. STA.	46+39.83
P.T. STA.	47+89.93
Δ	0°10'19"
D	0°06'53"
T	75.05'
L	150.11'
R	50000.00'

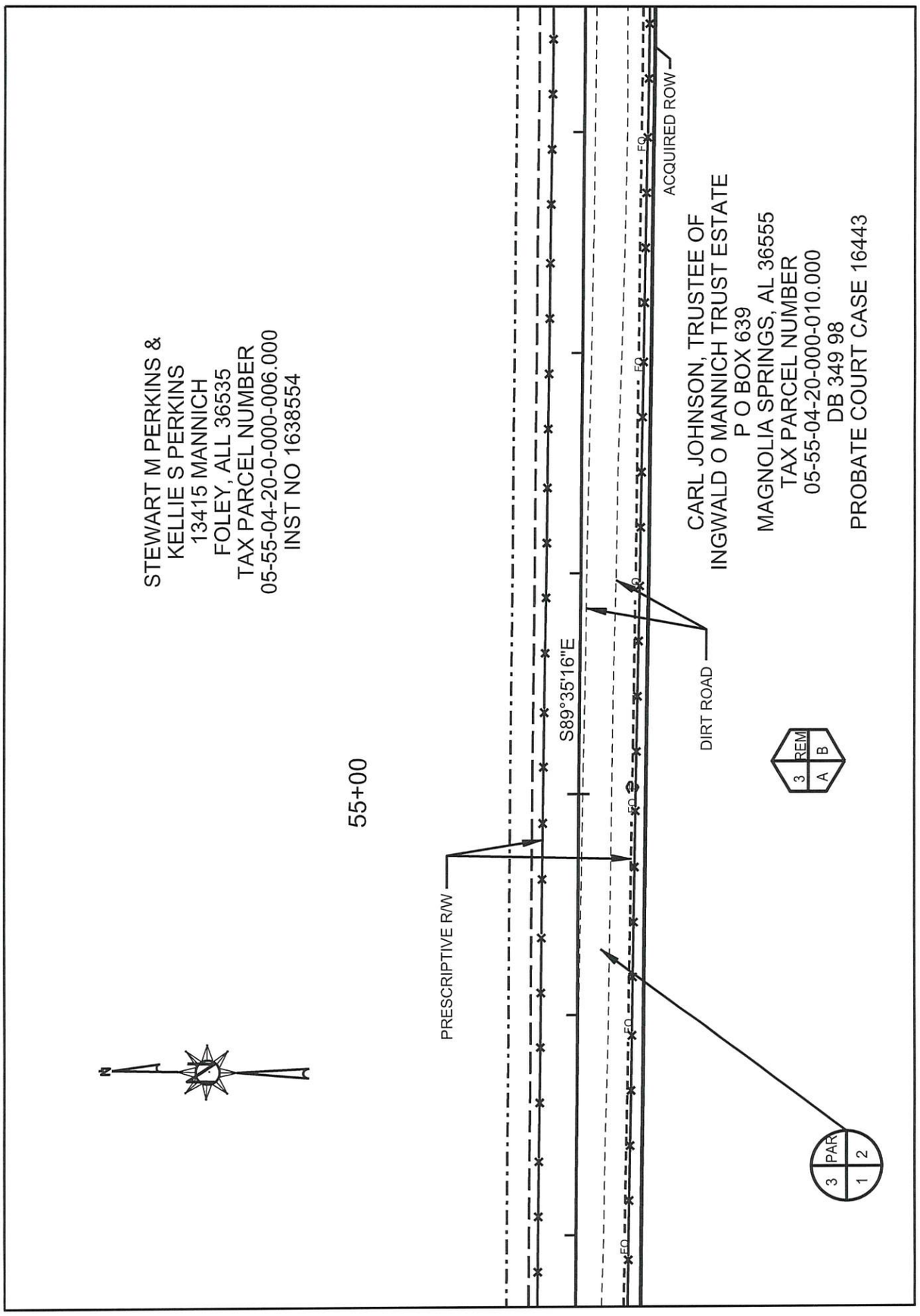
MATCH SHEET 2 OF 6

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3	PROJECT NO.	0211919
OWNER	INGWALD O MANNICH TRUST ESTATE	COUNTY	BALDWIN
TOTAL ACREAGE	88.472	SCALE:	1"=60'
R.O.W. REQUIRED	3.344	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	2.837	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	3 OF 6
REMAINDER	85.128		

MATCH SHEET 5 OF 6



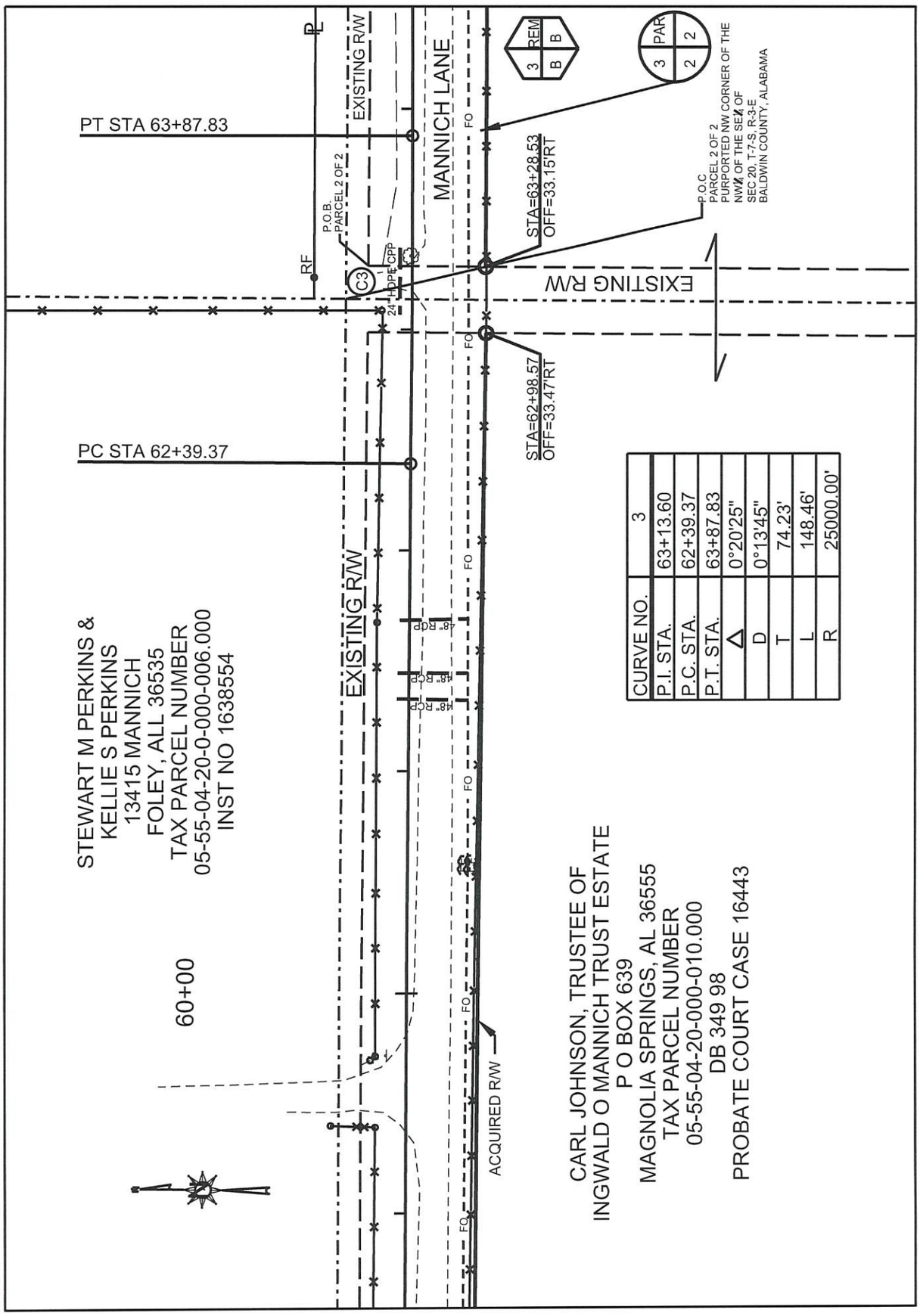
MATCH SHEET 3 OF 6

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3	PROJECT NO.	0211919
OWNER	INGWALD O MANNICH TRUST ESTATE	COUNTY	BALDWIN
TOTAL ACREAGE	88.472	SCALE:	1"=60'
R.O.W. REQUIRED	3.344	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	2.837	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	4 OF 6
REMAINDER	85.128		

MATCH SHEET 6 OF 6



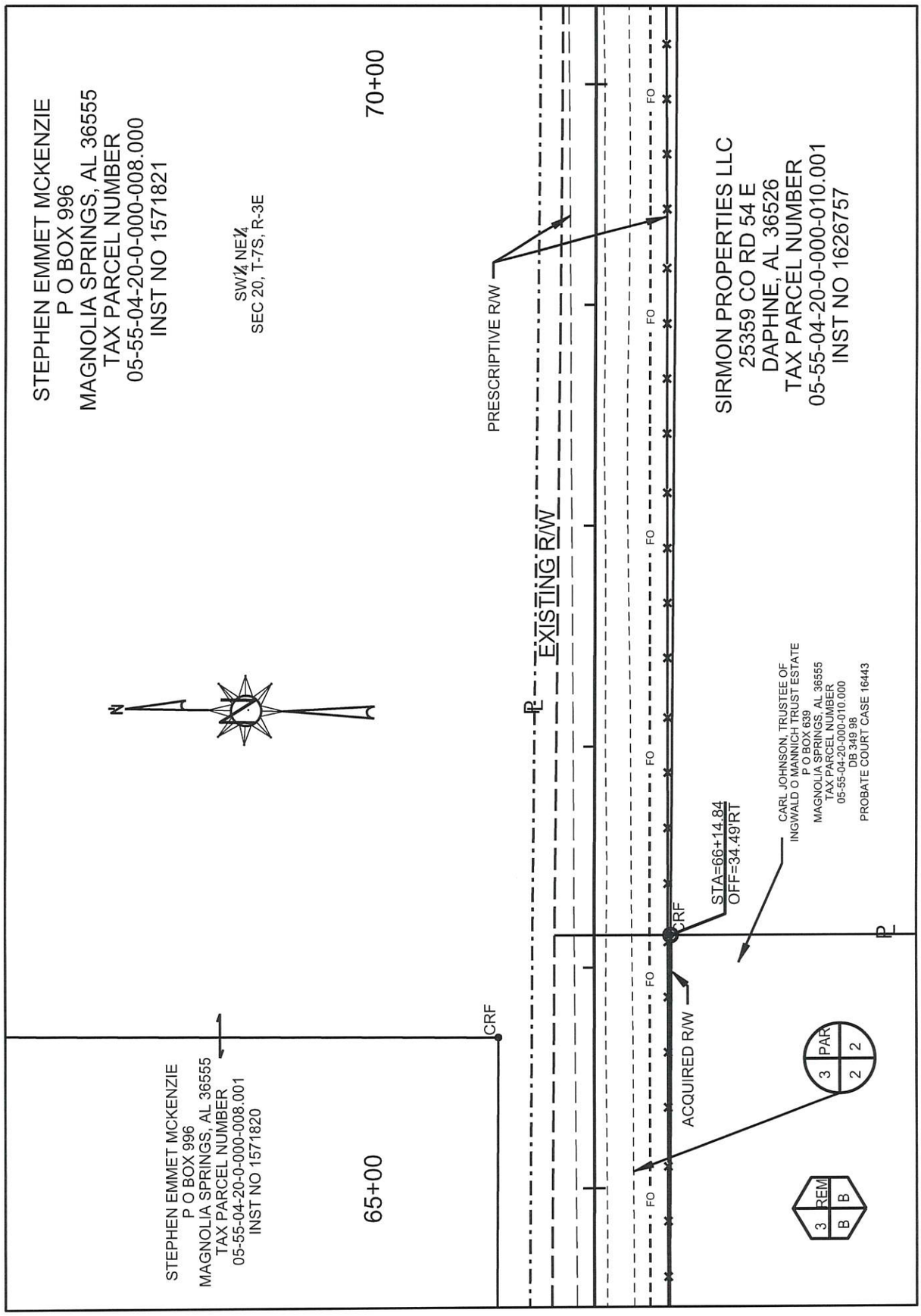
CURVE NO.	3
P.I. STA.	63+13.60
P.C. STA.	62+39.37
P.T. STA.	63+87.83
Δ	0°20'25"
D	0°13'45"
T	74.23'
L	148.46'
R	25000.00'

MATCH SHEET 4 OF 6

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3	PROJECT NO.	0211919
OWNER	INGWALD O MANNICH TRUST ESTATE	COUNTY	BALDWIN
TOTAL ACREAGE	88.472	SCALE:	1"=60'
R.O.W. REQUIRED	3.344	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	2.837	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	5 OF 6
REMAINDER	85.128		



MATCH SHEET 5 OF 6

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3	PROJECT NO.	0211919
OWNER	INGWALD O MANNICH TRUST ESTATE	COUNTY	BALDWIN
TOTAL ACREAGE	88.472	SCALE:	1"=60'
R.O.W. REQUIRED	3.344	DATE;	09-25-2020
PRESCRIPTIVE R.O.W.	2.837	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	6 OF 6
REMAINDER	85.128		



N
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MANNICH LANE
(TRACT 3)

Baldwin County Commission

Agenda Action Form

File #: 21-0381, **Version:** 1 **Item #:** BQ1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Wayne Dyess, County Administrator
Kelly Childress, Council on Aging Coordinator
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Council on Aging Department - Employment of One (1) Part-Time Office Assistant IV Position

STAFF RECOMMENDATION
Approve the employment of Kaileigh Bodle to fill the open part-time Office Assistant IV position (PID #PT63) at a grade 305 ($13.91 per hour) to be effective no sooner than January 25, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The part-time Office Assistant IV position was newly created during the FY20/21 Budget Cycle. The County Administrator respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: 56200.5113

Budget line item(s) to be used: $20,976.00 - budgeted

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 #: 21-0404, **Version:** 1 **Item #:** BQ2

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Finance and Accounting Department - Position Changes

STAFF RECOMMENDATION
Take the following actions:

1) Approve the promotion of Christie Davis from the Senior Budget Accountant position (PID #5327) grade S317 ($74,279.19 annually) in the Budgeting and Purchasing Department (51725) to fill the open Accounting Manager position (PID #5591) at a grade S319 ($84,000.00 annually), with said salary due to specialized experience, in the Finance and Accounting Department (51700) to be effective no sooner than February 1, 2021; and

2) Abolish the Accounting Manager position (PID #5461), grade S319 (grade S319 range: $63,676.00 - $104,341.00 annually); and

3) Create a Senior Accountant position (PID #TBD), grade S317 (grade S317 range: $56,410.00 - $92,439.00 annually); and

4) Approve the updated organizational chart for the Finance and Accounting Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Accounting Manager position was newly created in December 2020 and the additional Accounting Manager position will be vacated in January 2021 due to the resignation of the current employee. The Clerk/Treasurer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: $84,000.00 - budgeted

Budget line item(s) to be used: 51700.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

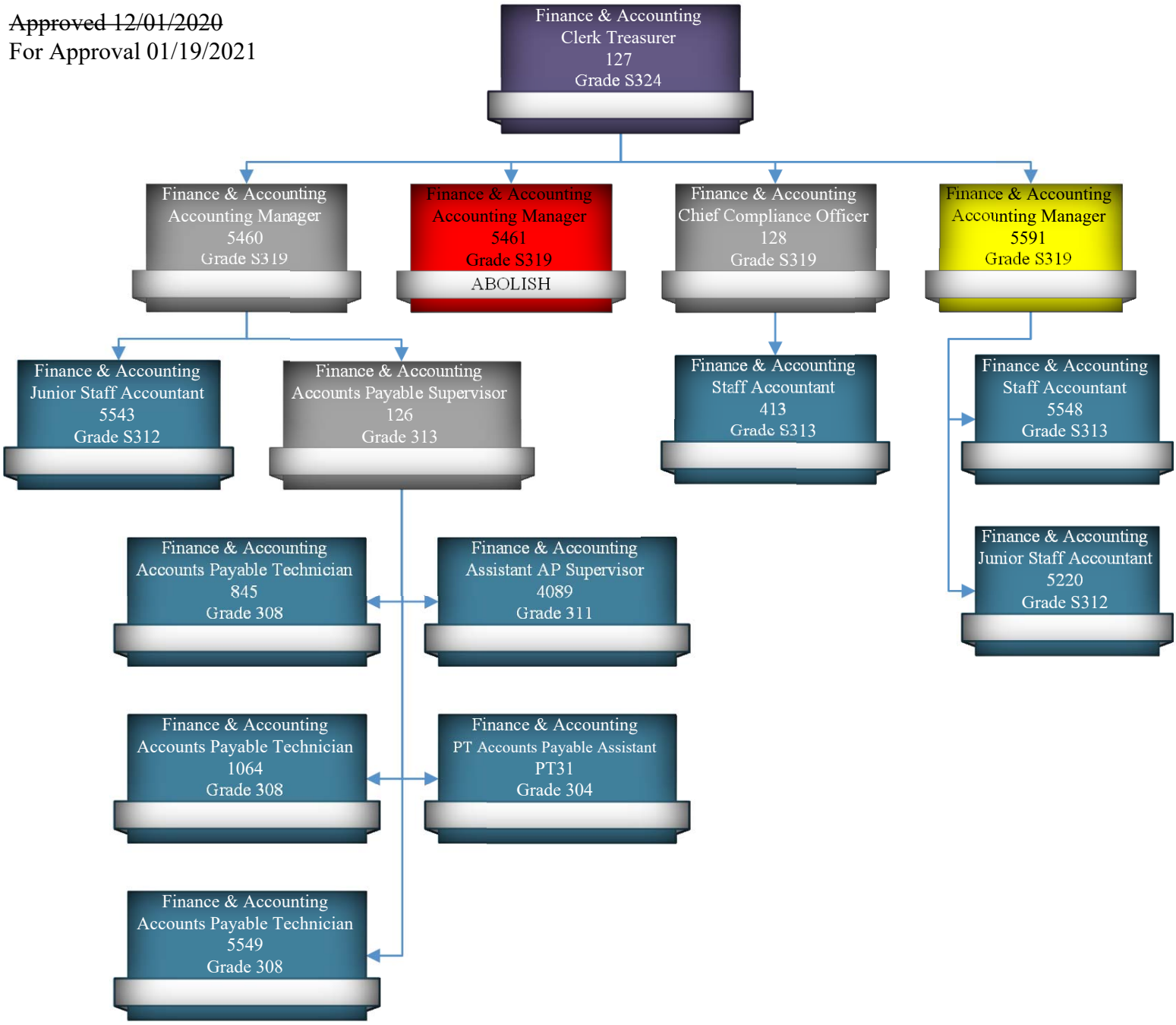
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

~~Approved 12/01/2020~~
For Approval 01/19/2021



Baldwin County Commission

Agenda Action Form

File #: 21-0383, **Version:** 1 **Item #:** BQ3

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Highway Department (Foley) - Personnel Changes

STAFF RECOMMENDATION
Take the following actions:

1) Approve the employment of Joshua Eldridge to fill the open Operator Technician Trainee position (PID #5495) at a grade 304 ($13.250 per hour / $27,560.00 annually); and

2) Approve the employment of Robert Barnett to fill the open Operator Technician Trainee position (PID #5494) at a grade 304 ($13.250 per hour / $27,560.00 annually).

These actions will be effective no sooner than January 25, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: These positions were vacated by promotion of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: $55,120.00 - budgeted

Budget line item(s) to be used: 53113.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - 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 #: 21-0386, **Version:** 1 **Item #:** BQ4

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Highway Department (Construction) - Creation of Position

STAFF RECOMMENDATION
Take the following actions:

1) Approve the creation of a part-time Bridge Inspector (PID #TBD) at grade 312 (grade 312 range: $20.130 - $32.990 per hour) in the Highway Department - Construction Section (53120); and

2) Approve the position description for Bridge Inspector (part-time); and

3) Approve the updated organizational chart for the Highway Department (Construction Section).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Due to the current Bridge/Project Manager being called to active duty with the National Guard, the Highway Department is in need of an additional bridge inspector on a part-time basis. The County Engineer respectfully requests that the above requests are approved.

FINANCIAL IMPACT

Total cost of recommendation: TBD - approx. $32,000.00

Budget line item(s) to be used: 53120.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - 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:	Bridge Inspector (Part-Time)
Department:	Highway Department (Construction Section)
Job Analysis:	March 2015, September 2017, January 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:	Bridge/Project Coordinator, ~~Operations~~ Construction Manager, County Engineer ~~(Dotted line to Highway Administrator)~~
Subordinate Staff:	None
Internal Contacts:	Area Supervisors, Traffic Operations Supervisor, Engineering Crews, Survey Crew, Design Section, Utility Inspectors, Office Assistant and other County Employees
External Contacts:	General Public, Alabama Department of Transportation Bridge Inspection Team, Alabama Department of Transportation Personnel and other state and local officials, ADEM personnel, contractors and vendors.
Status:	Classified/Non-Exempt (~~N~~312)

Job Summary

This position is responsible for Bridge Safety Inspections of County maintained bridges, including assimilating and maintaining all state and federal records related to Bridge Safety Inspections and will also help ensure compliance with ~~new~~ the ALDOT BrM system. This position may serve as project inspector to enforce the Alabama Department of Transportation Standard Specifications for Highway Construction and Baldwin County specifications on various types of complex construction projects including, but not limited to: bridge construction projects, box culvert construction projects, grade, drain, base and paving projects, transportation enhancement projects and other projects which may require a contractor's work to be monitored. This position will also be primarily responsible for ensuring that all ADEM environmental guidelines and regulations are met on construction projects.

Job Domains

1. Obtain, organize and record detailed project data and records in accordance with Alabama Department of Transportation and Baldwin County procedures for bridge inspections.
2. Responsible for bridge safety inspections for all County maintained bridges and responsible for assimilating all state and federal records related to bridge safety inspections.
3. Primarily responsible for ensuring that ADEM requirements are followed and met regarding construction projects.
4. Ensure that contractors construct projects in accordance with plans and specifications.

Knowledge, Skills and Abilities

1. Verbal communication skills to effectively meet the public~~, direct and~~, correspond with supervisors, ask for information and instructions, and communicate by radio or phone.
2. Math skills to calculate areas and quantities for the ~~new~~ ALDOT BrM Bridge System.
3. Writing skills to take field notes, write inspection reports, inventories, estimates and formal transcripts.
4. Reading skills to understand and interpret Alabama Department of Transportation and FHWA bridge inspection standards.
5. Knowledge of Baldwin County road and bridge system.
6. Knowledge of state and county laws, policies and procedures pertaining to specifications, construction, etc.
7. Ability to operate a computer, various basic computer programs, level, calculator and drawing tools.
8. Ability to exercise independent judgment and initiative in planning, interpreting and implementing work.
9. Knowledge of rules and regulations regarding safety.
10. Ability to establish and maintain effective working relationships with associates, supervisors, developers and contractors.
11. Ability to understand and follow complex written and verbal instructions.
12. Ability to prepare formal letters and documents.
13. Skills to perform storm water monitoring and recording per ADEM regulations as required.
14. Ability to maintain an effective working atmosphere and complete tasks in a timely manner.
15. Ability to schedule projects and bridge inspections to ensure BrM is kept up to date and projects are completed substantial compliance.
16. Ability to file and keep organized records.
17. Ability to see well enough to operate engineering instruments, keep notes in field books and project diaries, read construction plans and specifications, operate motor vehicles; corrective lens acceptable.
18. Ability to hear well enough to perform bridge inspections on active roadways, perform construction inspections on active roadways, understand oral instructions, carry on conversation with contractors, the public and other workers; hearing aid acceptable.
19. Ability to speak well enough to meet and converse with contractors, other entities and the public, convey instructions to others and communicate by telephone and two-way radio.

20. Body movement or mobility to properly inspect bridges, make field surveys, operate motor vehicles, handle signs and hand tools and take samples.
21. Strength to make field surveys, lift objects, use hand tools and operate a motor vehicle.
22. Have endurance to withstand field conditions for entire workday as required.
23. Strength to lift fifty (50) lbs unassisted.

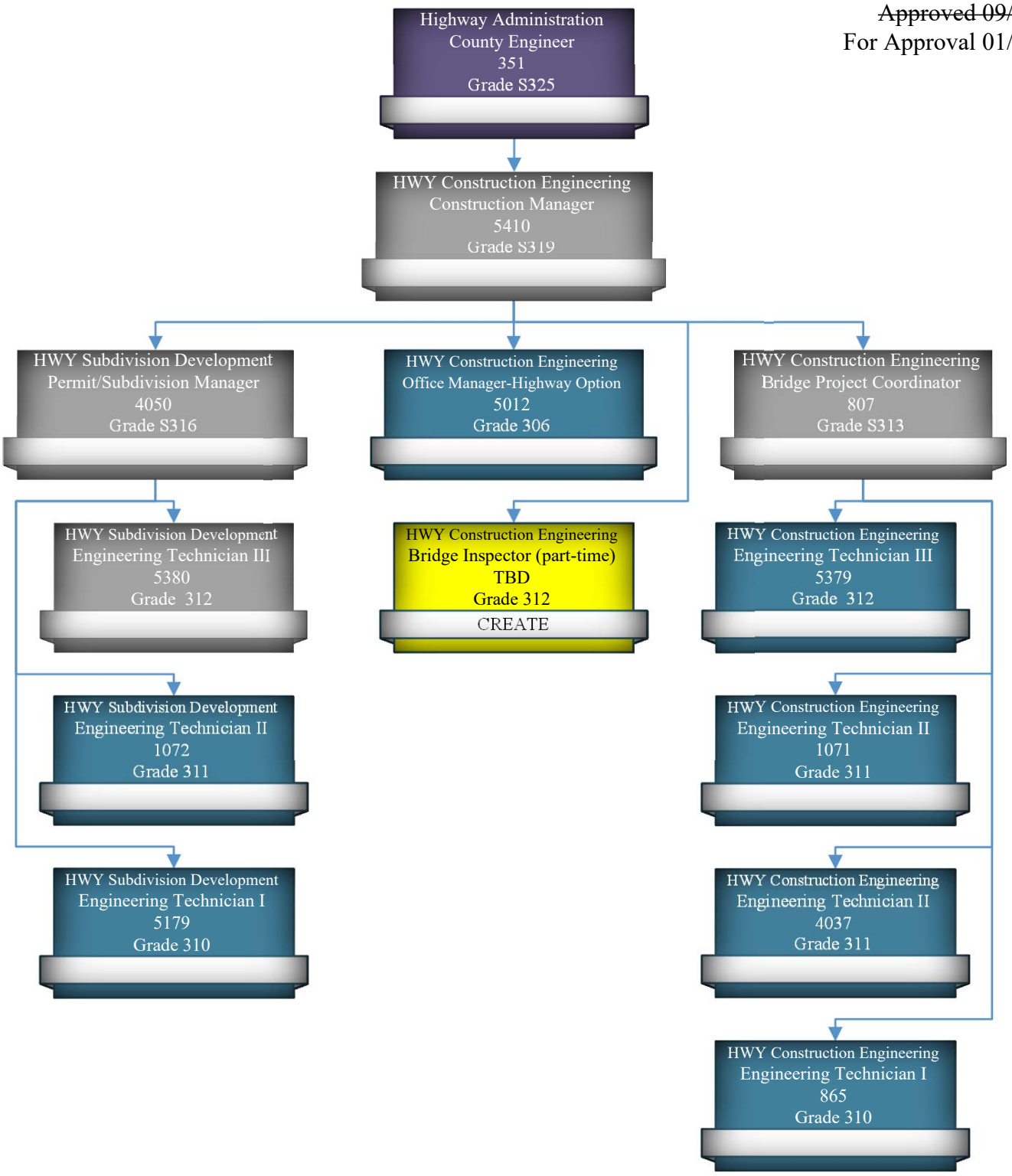
Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to assist in coordinating disaster recovery.
2.3. Willing to assist in roadway asset data collection for GIS databases.

Minimum Qualifications

1. Must have a valid driver's license.
2. High school diploma or equivalent or any combination of training and experience equivalent to graduation from a standard senior high school including courses in mathematics and science.
3. Minimum of fifteen (15) years experience in road and bridge construction preferred.
4. Certified Traffic Control Inspector, required.
5. Certified Concrete Technician, required.
6. Certified Roadway Technician, required.
7. Qualified Credentialed Inspector (QCI), required.
8. Certified Bridge Inspector, required.

~~Approved 09/22/2020~~
For Approval 01/19/2021



Baldwin County Commission

Agenda Action Form

File #: 21-0382, **Version:** 1 **Item #:** BQ5

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
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 Lindsey Sellers to fill the open License Revenue Officer I position (PID #5567) at a grade 306 ($14.60 per hour / $30,368.00 annually) to be effective no sooner than January 25, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The License Revenue Officer I position was vacated in December 2020. The Probate Judge respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: $30,368.00 - budgeted

Budget line item(s) to be used: 51300.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - 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 #: 21-0384, **Version:** 1 **Item #:** BQ6

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Teddy Faust, Revenue Commissioner
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Revenue Commission (Personal Property) - Personnel Changes

STAFF RECOMMENDATION
Take the following actions:

1) Approve the employment of Clarissa Stewart to fill the open Personal Property Support Technician I position (PID #5412) at a grade 305 ($13.910 per hour / $28,932.80 annually) to be effective no sooner than January 25, 2021; and

2) Approve the employment of William Steward to fill the open Personal Property Support Technician I position (PID #5593) at a grade 305 ($13.910 per hour / $28,932.80 annually) to be effective no sooner than January 25, 2021; and

3) Approve the voluntary demotion of Abby Brown from the Office Manager (PID #5352) grade 306 ($14.75 per hour / $30,680.00 annually) in the Animal Shelter Department (109/55410) to fill the open Personal Property Appraiser Trainee position (PID #5592) at a grade 305 ($14.013 per hour / $29,147.04 annually) in the Revenue/Re-Appraisal Department (120/51810) to be effective no sooner than February 1, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: These positions were newly created in December 2020 and by the promotion of the previous employee. The Revenue Commissioner respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: $87,012.64 - budgeted

Budget line item(s) to be used: 51810.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - 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 #: 21-0403, **Version:** 1 **Item #:** BQ7

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Deidra Hanak, Personnel Director
Ken Strong, Risk Manager
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Association of County Commissions of Alabama (ACCA) Liability Self Insurance, Property and Content, Inland Marine/Equipment and Auto/Vehicle Insurance Coverage-Continuance of Coverage

STAFF RECOMMENDATION
Take the following actions:

1) Authorize payment to the Association of County Commissions of Alabama (ACCA) Liability Self Insurance Fund (CRS, Inc.) in the amount of $873,974.34 from the Baldwin County Fiscal Year 2020-2021 budget line items various department accounts #5275, related to the continued provision of certain liability insurance coverage to the Baldwin County Commission and for the period of January 1, 2021, to January 1, 2022: and

2) Approve the January 1, 2021, through January 1, 2022, annual premium contribution payments for Property and Content including towers with Associations of County Commission of Alabama (ACCA) standard deductible $10,000.00 / 2% named storm in the amount of $551,011.63; and

3) Approve the January 1, 2021, through January 1, 2022, Inland Marine/Equipment Association of County Commission of Alabama (ACCA) - ($5,000.00/$10,000.00 deductible) - $159,912.16; and

4) Approve the January 1, 2021, through January 1, 2022, Automobile/vehicle with Association of County Commission of Alabama (ACCA) Comprehensive and Collision- ($40,000.00 deductible collision) ($5,000.00 deductible comprehensive) - $119,869.61; and

5) Approve the January 1, 2021, through January 1, 2022, Canine with Association of County Commission of Alabama (ACCA)(Deductible $1,000.00)- $1,755.62; and

6) Authorize Chairman to execute the corresponding declarations page for the period of January 1, 2021, through January 1, 2022; and

7) Authorize the Clerk/Treasurer to make a payment to the Association of County Commissions of

Alabama (ACCA) Liability Self Insurance Fund (CRS, Inc.) in the amount of $1,706,523.36.

BACKGROUND INFORMATION

Previous Commission action/date: 12/17/2019

Background: The action before the Commission today is to approve payment to the ACCA related to the continuance of liability insurance coverage for the period of January 1, 2021, to January 1, 2022. The payment requested to be authorized to the ACCA is in the amount of $1,706,523.36. This represents a $ 67,450.06 increase from the Fiscal Year 2020 premium contribution of $1,639,073.30.

FINANCIAL IMPACT

Total cost of recommendation: $1,706,523.36

Budget line item(s) to be used: various line items, see attached

If this is not a budgeted expenditure, does the recommendation create a need for funding?
Budget staff will review all insurance accounts to ensure a budget amendment is not needed, and if one is needed, it will be brought to the Commission for approval at a later date.

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 - forward to A/P for payment processing and

allocation to various departments.

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

Additional instructions/notes: N/A

General Liability Insurance allocation
01/01/21-01/01/22 Amount: $ 866,774.34

Fund No	Account	Fund Name	Head Count as of 12/01/2020	% Allocation	$ Allocation
1	51555.5275	General	248	25.38%	220,020.51
10	51555.5275.10	Sheriff/General Fund	304	31.12%	269,702.56
103	51935C.5275	County Transportation	1	0.10%	887.18
104	51904.5275	Legislative	3	0.31%	2,661.54
105	52610.5275	JDC	21	2.15%	18,630.77
106	51906.5275	Archives	5	0.51%	4,435.90
109	55410.5275	Animal Shelter	13	1.33%	11,533.33
111	53555.5275	HWY	155	15.86%	137,512.82
120	51810.5275	Reappraisal	44	4.50%	39,035.90
140	56200.5275	Council on Aging Fund	10	1.02%	8,871.79
143	52555.5275	BRATS	40	4.09%	35,487.18
144	57200P.5275	Parks	19	1.94%	16,856.41
146	51932.5275	Eastern Shore MPO	2	0.20%	1,774.36
510	54555.5275	Solid Waste	40	4.09%	35,487.18
511	54801.5275	Solid Waste Collection	63	6.45%	55,892.31
708	52708.5275	Community Corrections	9	0.92%	7,984.62
			977	**100.00%**	**866,774.34**
		ENDORSEMENTS			
10	51555.5275.10	Sheriff - Drones			4,500.00
106	51906.5272	BC Historic Dev Commission			1,200.00
111	53555.5275	Hwy- Drone			1,500.00
		TOTAL			**873,974.34**

Sponsored By
ACCA
Association of County Commissions of Alabama

ACCA LIABILITY SELF-INSURANCE FUND, INC.

P.O. Box 589, Montgomery, AL 36101-0589
(334) 394-3232

Invoice

Bill To: Baldwin County Commission
312 Courthouse Sq, Ste 12
Bay Minette, AL 36507

Invoice Date: 12/4/2020
Member #: 0040-0076
Coverage Period: 1/1/2021-1/1/2022

Amount Due: $873,974.34

Please return a copy of this invoice with your payment.

Baldwin County Commission
0040-0076

TRANSACTION DATE	LIABILITY PREMIUM-CONTRIBUTRION SUMMARY	AMOUNT
01/01/2021	Base Premium:.....	$866,774.34
	Endorsements:.....	$7,200.00
	Total Amount Due:	$873,974.34

If Paid on Time	Late Penalties	
01/01/2021 - 01/31/2021	**2% added 02-01-21** $17,479.49	**+8% added 03-01-21** $71,316.31
$873,974.34	After 02/01/21, Pay $891,453.83	After 03/01/21, Pay $962,770.13

Adopted June 6, 2019 by the Board of Trustees of the ACCA Liability Self-Insurance Fund:

All Liability premium-contributions are due and payable on January 1. If full payment is not received on or before January 31, the non-paying Fund member shall be assessed two percent (2%) of the unpaid balance on February 1 and an additional eight percent (8%) of the unpaid balance on March 1.
An additional two percent (2%) of the unpaid balance will be assessed on the first of each month thereafter.

If payment is not received by March 10, a notice of cancellation will be sent, with cancellation effective April 10.
If payment is not received by March 31, a final 10-day notice of cancellation will be sent, with cancellation effective April 10.
Interest will accrue on the unpaid balance each month thereafter.

Please make checks payable to: ACCA LSIF
Mail to: CRS, Inc. – P.O. BOX 589
MONTGOMERY, AL 36101-0589

Sponsored By
ACCA
Association of County Commissions of Alabama

ACCA LIABILITY SELF-INSURANCE FUND, INC.
PROPERTY PROGRAM

P.O. Box 589, Montgomery, AL 36101-0589
(334) 394-3232

Invoice

Bill To: Baldwin County Commission
312 Courthouse Sq, Ste 12
Bay Minette, AL 36507

Invoice Date: 12/30/2020
Member #: 0045-0076
Coverage Period: 1/1/2021-1/1/2022

Amount Due: $832,549.02

Please return a copy of this invoice with your payment.

Baldwin County Commission
0045-0076

TRANSACTION DATE	PROPERTY PREMIUM-CONTRIBUTION SUMMARY	AMOUNT
01/01/2021	Property:.....	$551,011.63
	Inland Marine:.....	$159,912.16
	Auto Physical Damage:.....	$119,869.61
	Canine Property Endorsement:	$1,755.62
	Drone Property Endorsement:	---
	Crime:	---
	Total Amount Due:	$832,549.02

If Paid on Time	Late Penalties	
01/01/2021 - 01/31/2021	**2% added 02-01-21** $16,650.98	**+8% added 03-01-21** $67,936.00
$832,549.02	After 02/01/21, Pay $849,200.00	After 03/01/21, Pay $917,136.00

Adopted June 6, 2019 by the Board of Trustees of the ACCA Liability Self-Insurance Fund:

All Liability premium-contributions are due and payable on January 1. If full payment is not received on or before January 31, the non-paying Fund member shall be assessed two percent (2%) of the unpaid balance on February 1 and an additional eight percent (8%) of the unpaid balance on March 1.
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Please make checks payable to: ACCA LSIF
Mail to: CRS, Inc. – P.O. BOX 589
MONTGOMERY, AL 36101-0589

Baldwin County Commission

Agenda Action Form

File #: 21-0388, **Version:** 1 **Item #:** DR1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Linda Lee, Planner
Submitted by: Linda Lee, Planner

ITEM TITLE
Case No. Z-20044 - Dan & Dan LLC Property Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2021-031, which approves Case No. Z-20044, Dan & Dan LLC Property, as it pertains to the rezoning of 3 acres, more or less, as located in Planning (Zoning) District 22 from RA, Rural Agricultural District, to B-3, General Business District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject request involves a 3-acre portion of one parcel which consist of approximately 53 acres. The current zoning is RA, Rural Agricultural District and the requested zoning is B-3, General Business District, for the purpose of developing a convenience store and gas station.

The Planning Commission considered this request at its December 3, 2020 meeting and voted unanimously to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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):
Send Notice of Action to the Following:

Hetal Patel
4088 Craigend Loop
Gulf Shores, Alabama 36542

Dan & Dan LLC
Post Office Box 3185
Carmel, Indiana 46082

Additional instructions/notes: Planning and Zoning Department - Amend Zoning Map

Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item
Case No. Z-20044
Dan & Dan LLC Property
Rezone RA, Rural Agricultural District to B-3, General Business District
January 19, 2021

Subject Property Information

Planning District: 22
General Location: Southeast Corner of US Highway 98 and County Road 95
Physical Address: 12990 County Road 95
Parcel Number: 05-53-07-26-0-000-004.000
Existing Zoning: RA, Rural Agricultural District
Proposed Zoning: B-3, General Business District
Existing Land Use: Undeveloped
Proposed Land Use: Convenience Store and Gas Station
Acreage: 3.00± acres
Applicant: Hetal Patel
4088 Craigend Loop
Gulf Shores, AL 36542
Owner: Dan & Dan LLC
PO Box 3185
Carmel, IN 46082
Lead Staff: Linda Lee, Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Agricultural	B-2, Neighborhood Business District
South	Residential	RA, Rural Agricultural District
East	Residential and Agricultural	B-2, Neighborhood Business District RA, Rural Agricultural District
West	Commercial and Residential	B-3, General Business District RA, Rural Agricultural District

Summary

The subject property is currently zoned RA, Rural Agricultural District, and is undeveloped. The property adjoins State Highway 98 to the north and County Road 95 to the west. The adjoining properties are agricultural, commercial, and residential. The requested zoning designation is B-3, General Business District. According to the submitted information, the purpose of this request is to allow for a convenience store and gas station.

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

Proposed 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:

(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

5.3.3 *Conditional uses.* The following uses are permissible as conditional uses in the B-3: General Commercial District, subject to the standards and procedures established in *Section 18.11: Conditional Use*:

(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*.

Agency Comments

Baldwin County Highway Department: No comments received.

Army Corps of Engineers: No comments received.

ADEM: No comments received.

Baldwin County Subdivision Department:
From: Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>
Sent: Friday, November 20, 2020 12:58 PM
To: D Hart <DHart@baldwincountyal.gov>

Subject: RE: December Planning Commission Cases

DJ,

For Case Z-20044:
The property has frontage on both US 98 and County Rd 95. US 98 is maintained by the State, is a principle arterial route, has a highway construction setback of 125ft from the centerline of the ROW, and will require coordination with ALDOT for access.
County Rd 95 is maintained by Baldwin County, is a minor collector at the location, has a highway construction setback of 50ft from the centerline of ROW, and would require a commercial access permit though our Highway Department.
The convenience store proposed usage will require a traffic impact study per the permit requirements.

Thanks,
Weesie

Municipality: No comments received

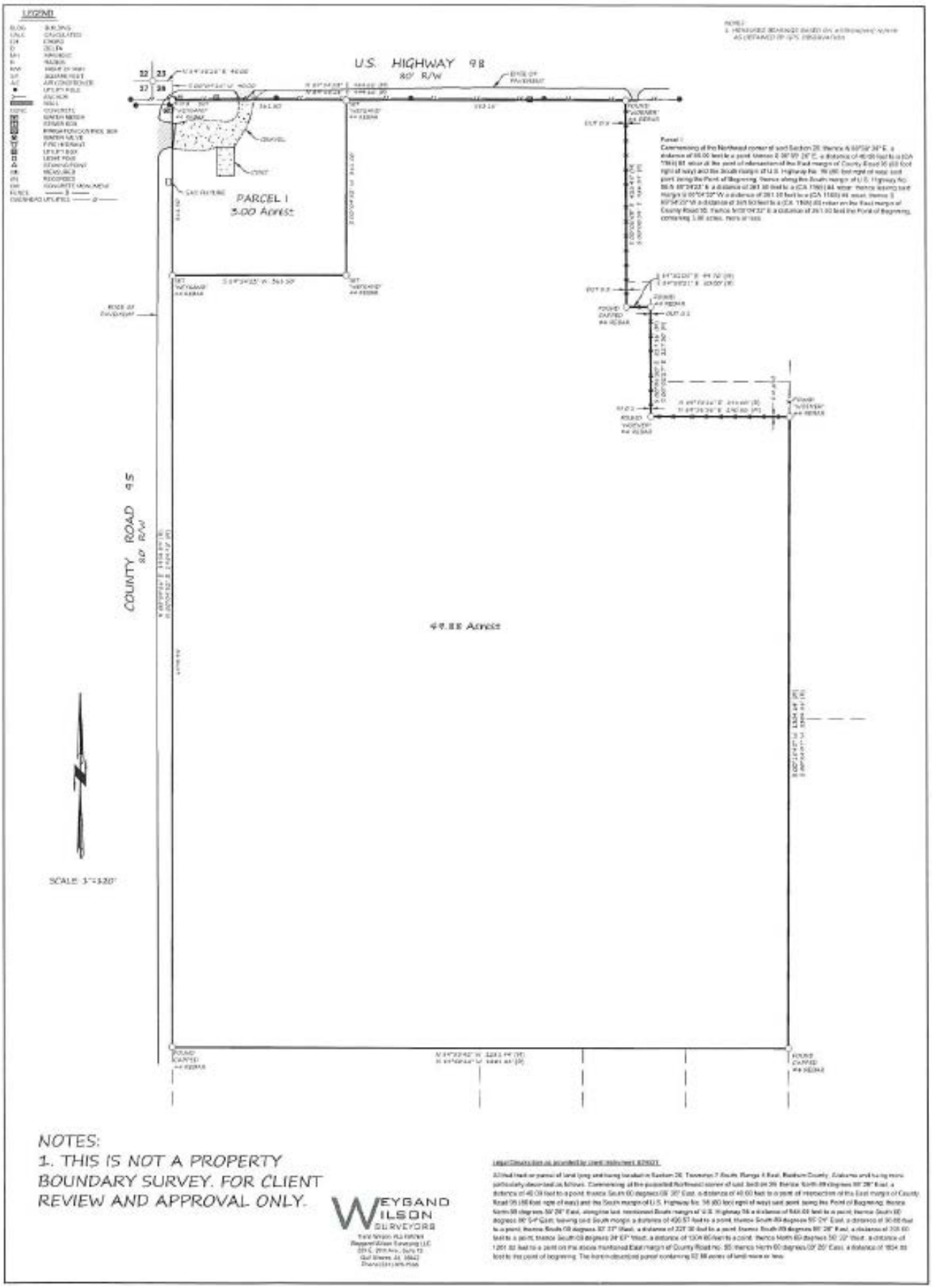
Alabama Department of Transportation:
From: Smith, Michael <smithmi@dot.state.al.us>
Sent: Monday, November 16, 2020 1:30 PM
To: D Hart <DHart@baldwincountyal.gov>
Subject: RE: December Planning Commission cases

Good afternoon DJ,
As always, thanks for the notice on these.

Z-20044: ALDOT will need to see a site plan for final determination of the requirement, however, the existing access to US 98 will not be allowed to remain in its current location. It will likely be required shifting to the east, and may be deemed directional only, unless additional widening is performed by the developer to allow for extension of the WB left turn lane. Again, without a site plan it is hard to say at this stage, but this gives you an idea of requirements.

MICHAEL SMITH
AREA PERMIT MNGR.
OFFICE: 251-470-8273
CELL: 251-331-0104

Survey


U.S. HIGHWAY 98
80' R/W
PARCEL 1
5.00 Acres
COUNTY ROAD 95
80' R/W
49.88 Acres
SCALE: 1"=320'
NOTES:
1. THIS IS NOT A PROPERTY BOUNDARY SURVEY. FOR CLIENT REVIEW AND APPROVAL ONLY.
WEYGAND WILSON SURVEYORS

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently zoned RA, Rural Agricultural District, and is undeveloped. The requested zoning designation is B-3, General Business District. The adjacent properties are zoned RA, B-2 and B-3. The adjacent uses are commercial, residential and agricultural. There are B-3 zoned properties adjacent to this property to the west. The requested change is compatible with the existing 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?

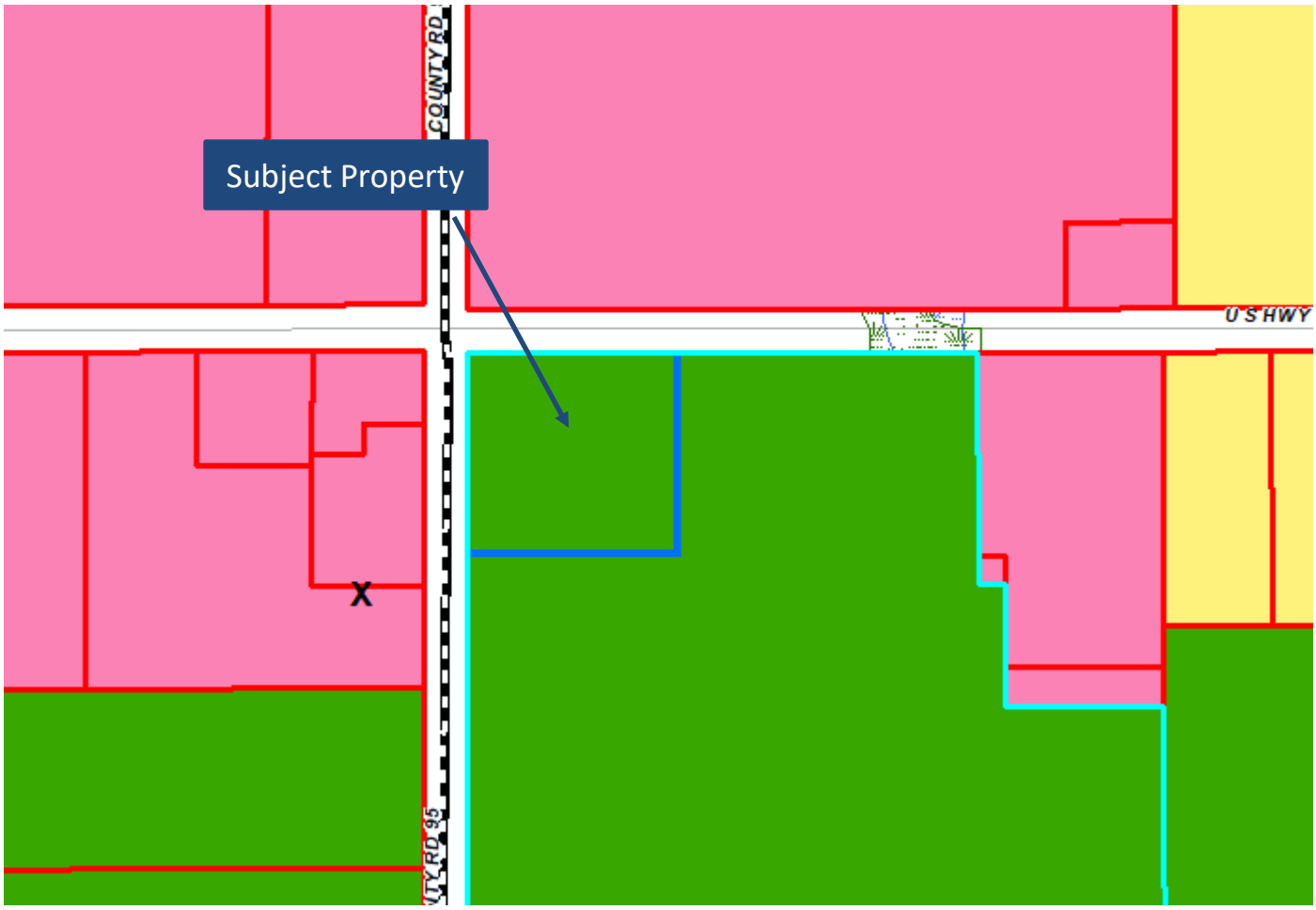
Planning District 22 was zoned in November 2002. The subject property was zoned RA, Rural Agricultural District at that time. There have been numerous re-zonings to commercial designations on US Hwy 98 since that time.

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 Agricultural has been provided for the subject property. Agriculture, forestry and similar activities are included with this future land use category. Single family dwellings, institutional uses, recreational uses, limited commercial uses which are intended to serve a rural area and transportation, communication and utility uses are also included subject to the requirements found within the Zoning Ordinance. This category is designed to protect the essential open character of rural areas until it is timely to reclassify the land to appropriate residential, commercial or industrial categories. Zoning designations may include RR, CR, RA and RSF-E.

Approval of the rezoning will result in an amendment of the Future Land Use Map to commercial. 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.
The proposed zoning designation conforms to the Master Plan.



4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any planned public improvements.

5.) Will the proposed change adversely affect traffic patterns or congestion?

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. The functional classification of County Road 95 is minor collector. Collectors gather traffic from local roads and funnel them to the arterial network. Minor Collectors generally serve primarily intra-county travel and constitute those routes on which predominant travel distances are shorter than on arterial routes. The traffic going to and from the convenience store/gas station could have an impact on traffic patterns or congestion. Access to this site would require approval from the Alabama Department of Transportation and/or the Baldwin County Highway Department.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

There are B-3 zoned properties with frontage on State Highway 98 west and east of this property. The requested change is consistent with the development patterns in the area.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

This area of Planning District 22 consists of commercial, residential and agricultural zoning districts. The other three properties at this intersection are zoned commercial. There are numerous commercial uses in this area, therefore the requested change is a logical expansion of adjacent zoning districts.

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 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) and/or the 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, buffers and site plans in order to ensure compliance with the requirements of the zoning ordinance.

11.) Other matters which may be appropriate.

The Highway Construction Setback for State Highway 98 is 125 feet from the centerline of the right-of-way. The Highway Construction Setback for County Road 95 is 50 feet from the centerline of the right-of-way.

A landscaping buffer of 25-feet will be required on the south and east property lines adjacent to rural zoning.

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned RA, Rural Agricultural District, and is undeveloped. The property adjoins State Highway 98 to the north and County Road 95 to the west. The adjoining properties are agricultural, commercial, and residential. The requested zoning designation is B-3, General Business District. According to the submitted information, the purpose of this request is to allow for a convenience store and gas station.

The Baldwin County Planning Commission considered this request at its December 3, 2020 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.*

Property Images

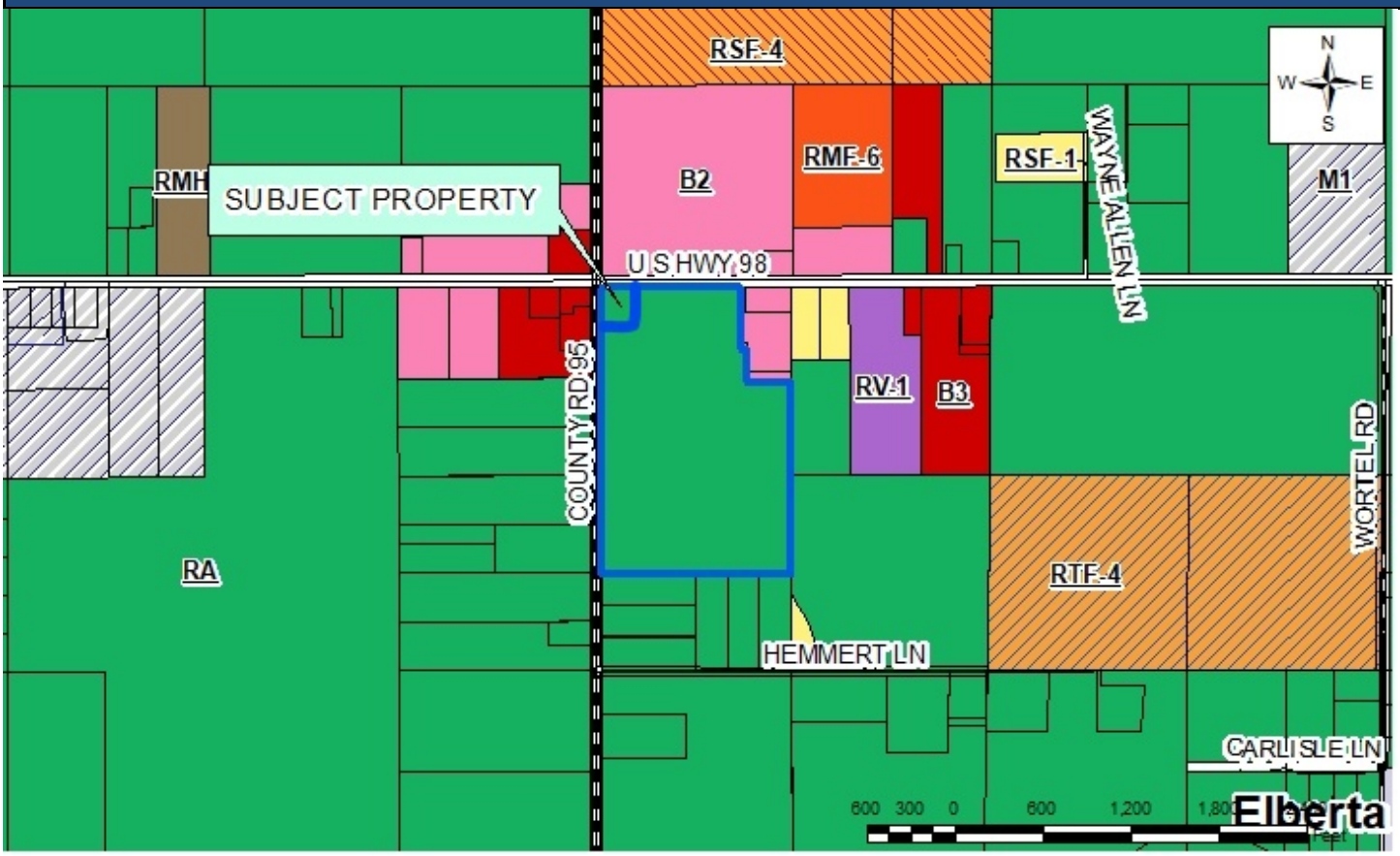




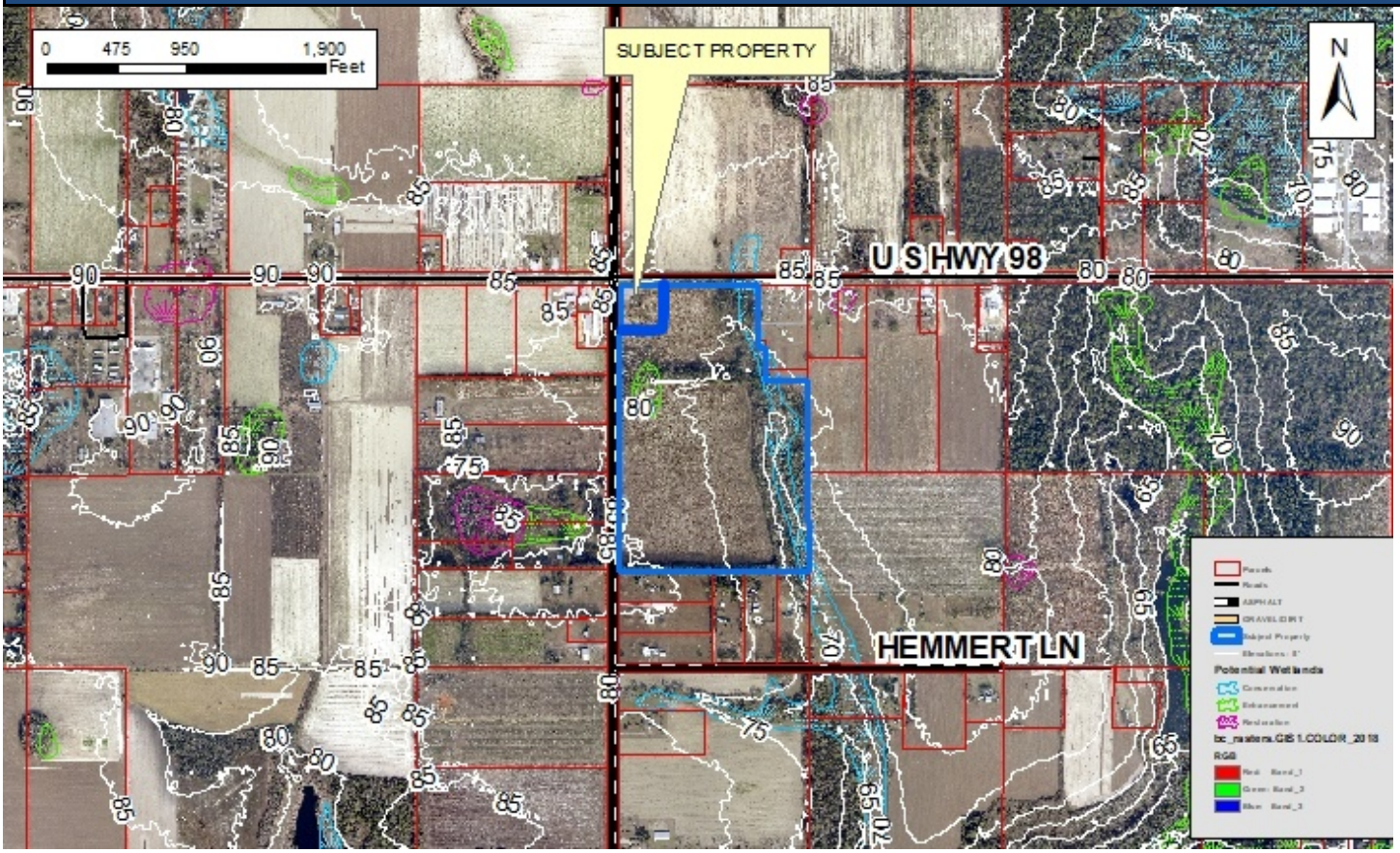

NORTH WEST CORNER
STATE HWY. 98 & COUNTY ROAD 95
11/09/2020


NORTH EAST CORNER
STATE HYW. 98 & COUNTY ROAD 95
11/09/2020

Locator Map



Site Map



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION #2021-031

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20044, Dan & Dan LLC Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Hetal Patel, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 22, for property identified herein and described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE N 89 58'28"E ,A DISTANCE OF 40.00 FEET TO A POINT THENCE S 00 09' 26"E, A DISTANCE OF 40.00 FEET TO A (CA 1165)#4 REBAR AT THE POINT OF INTERSECTION OF THE EAST MARGIN OF COUNTY ROAD 95 (80 FOOT RIGHT OF WAY) AND THE SOUTH MARGIN OF US HIGHWAY NO 98 (80 FOOT RIGHT OF WAY) SAID POINT BEING THE POINT OF BEGINNING, THENCE ALONG THE SOUTH MARGIN OF US HIGHWAY NO 98 N 89 54'23"E A DISTACE OF 361.50 FEET TO A (CA 1165) #4 REBAR, THENCE LEAVING SAID MARGIN S 00 04'32"W A DISTANCE OF 361.50 FOOT TO A (CA 1165) #4 REBAR, THENCE S 89 54'23 'W A DISTANCE OF 361.50 FET TI A (CA 1165) #4 REBAR ON THE EAST MARGIN OF COUNTY ROAD 95, THENCE N 00 04;32" A DISTANCE OF 361.50 FEET THE POINT OF BEGINNING CONTAINING 3.0 ACRES, MORE OR LESS.

Otherwise known as tax parcel numbers, **05-53-07-26-0-000-004.000 (part of)**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RA, Rural Agricultural District, to B-3, General Business District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on December 3, 2020, and voted to recommend approval of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on January 19, 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. 22 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-20044, Dan & Dan LLC Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 22 from RA, Rural Agricultural District, to B-3, General Business District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 22 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **19th** day of **January 2021.**

_____

Honorable Joe Davis, III, Chairman

ATTEST

_____

Wayne Dyess, County Administrator

Baldwin County Planning and Zoning Commission
Meeting Minutes
Thursday, December 3, 2020

I. CALL TO ORDER

Chairman Sam Davis called to order the regular meeting of the Baldwin County Planning and Zoning Commission at 4:04 p.m. on December 3, 2020 at the Baldwin County Central Annex Main Auditorium, 22251 Palmer Street, Robertsdale, Alabama.

II. OPENING

Vince Jackson opened the meeting with an invocation and prayer. He also led the pledge of allegiance.

III. ROLL CALL

Vince Jackson conducted a roll call. The following members were present: Chairman Sam Davis, Kevin Murphy, Daniel Nance, Robert Davis, and Jason Padgett. Members Bonnie Lowery, Brandon Bias, and Plumer Tonsmeire were absent. Erin Fleming was present as County Attorney.

Staff present included Vince Jackson, Celena Boykin, Linda Lee, DJ Hart, Crystal Bates, Mary Booth, Laurie Rumbaugh, Alfreda Jeffords, and Paula Bonner.

IV. APPROVAL OF THE MINUTES

Kevin Murphy made a motion to approve the November 5, 2020 meeting minutes. Daniel Nance seconded the motion. All members voted aye. **The motion to approve the November 5, 2020 Planning Commission meeting minutes carries on a vote of 4-0.**

V. ANNOUNCEMENTS/REGISTRATION

Chairman Davis informed the audience of the public hearing registration procedure.

VI. CONSIDERATION OF APPLICATIONS AND REQUESTS – REZONING CASES

a.) CASE Z-20044 DAN & DAN LLC PROPERTY REZONING REQUEST

Linda Lee presented the request to rezone approximately 3 acres from RA to B-3 to allow a convenience store and gas station on the property. The subject property is located at 12990 County Road 95 in Planning District 22. Mrs. Lee reported

recommendation of approval by staff.

Hetal Patel was present to represent the applicant. There was no one present in opposition.

Jason Padgett made a motion to recommend approval of the request. Robert Davis seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20044 Dan & Dan LLC Property rezoning request from RA to B-3 carries on a vote of 4-0.**

b.) CASE Z-20045 PARNELL DEVELOPMENT LLC PROPERTY REZONING REQUEST

Vince Jackson presented the request to rezone approximately 1-acre RSF-1 to RR to allow expansion of an existing storage facility. The subject property is located on the west side of State Highway 225 in Planning District 4. Mr. Jackson reported recommendation of approval by staff.

Les Parnell was present to answer questions. There was no one present in opposition.

Daniel Nance made a motion to recommend approval of the request. Kevin Murphy seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20045 Parnell Development LLC Property rezoning request from RSF-1 to RR carries on a vote of 4-0.**

VII. CONSIDERATION OF APPLICATIONS AND REQUESTS – SUBDIVISION CASES

a.) CASE S-20078 BFLC 63762 PHASE I DEVELOPMENT PERMIT APPROVAL

Mary Booth presented the application for development permit approval for a 5-lot subdivision on approximately 56.93 acres located on the east side of County Road 64 north of Oasis Boulevard and Waterworld Road in the Wilcox area. The property is unzoned in Planning District 13. Mrs. Booth reported recommendation of approval by staff contingent upon deficient items being addressed prior to final plat approval.

Trent Wilson was present to represent the applicant and answer questions. Ruth Childress spoke in opposition of the request.

Daniel Nance made a motion to approve contingent receival of the revisions requested by staff. Kevin Murphy seconded the motion. All other members voted aye. **Motion to approve Case S-20078 BFLC 63762 Phase I Development Permit Approval contingent upon the deficient items listed below being addressed prior to final plat approval carries on a vote of 4-0.**

- **Vicinity map needs to be updated.**
- **HCS lines need to be shown and labeled.**
- **Graphic Scale Bar needs to be added.**
- **E-911 has recommended the subdivision be renamed as proposed name poses a public safety risk and possibly delay in response times.**
- **The drainage narrative does not include for the common drives and map will need to be updated accordingly.**

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20044

Dan & Dan LLC Property

Rezone RA to B-3

12/3/2020

Motion: TO RECOMMEND APPROVAL

Made by: JASON PADGETT

Motion Seconded by: ROBERT DAVIS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	A	A
Daniel Nance	X	
Brandon Bias	A	A
Robert Davis	X	
Plumer Tonsmeire	A	A
Jason Padgett	X	

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 4-0

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 1/6/2021

Re: Z-20044, Dan & Dan LLC Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 1/19/2021

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-20044, Dan & Dan LLC Property

The Planning and Zoning Commission meeting was held **Thursday December 3, 2020.**

The County Commission public hearing is scheduled for **Tuesday January 19, 2021.**

Please let me know if you have any questions.

Thank You,

DJ 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):

December 23, 2020

Account # 980101 PO # _____

Cost $ 378.00 Ad # 271022 - 2 - 2044

Dand Dan LLC Property

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

BC Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 23rd day of December, 20 20

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
DEC 23 2020
DG Hart



President Kelly Barrett, Jeannie Rikard, Sylvia Womack, and Cheryl McCoy receiving donation from the Rikard Foundation.



Members of the FWC receiving the Big Beautiful Baldwin's Best of 2021 Civic Club certificate.

SUBMITTED PHOTOS

Foley Woman's Club December 2020 get-together

Submitted by BARBARA MCCAMISH

FOLEY — The Foley Woman's Club annual Christmas luncheon was canceled this year due to COVID-19 fears, however a few members and friends decided to gather instead. The group met at the new Foley restaurant Locals & Company for a girl's get-together lunch to help support the local restaurant. Other club members who were to attend the canceled Christmas luncheon chose to donate their luncheon fee to the Clubs donation to the Alabama Boys Ranch.

President Kelly Barrett took the opportunity to announce that the Foley Woman's Club had once again been named "Best Civic Club" in the "Big Beautiful Baldwin's Best" by Gulf Coast Media.

Club member Jeannie Rikard presented a $1,000 donation to help with the Club's charitable donations. Rikard and her husband Frank have given the Club a generous donation for several years, allowing the Foley Woman's Club to give assistance to groups that help women and children services in Baldwin County.

Since 2006, the Foley Woman's Club has held their annual "Mad Hatters' event" which includes a lite lunch, silent auctions, raffles, entertainment and hat contest. One hundred percent of all profits are donated to charitable groups in the Baldwin County area. Local businesses and community leaders have been supportive of the club's efforts and have made generous monetary donations, as well as auction and raffle items. Because the March 2020 event had to be canceled due to State of Alabama COVID-19 restrictions, all items and donations have been kept in readiness for their March 3, 2021 event.

The Club is looking forward to resuming their usual activities and having a bigger and better March 2021 Mad Hatters' Event! All tickets purchased for the 2020 event will be honored.

MCMULLEN

CONTINUED FROM 1

sale, he gives me a lot of latitude."

The Garden Center at the Co-Op is full-service, offering ornamental vegetables and annuals. From winter to spring, the section is always stocked. You can also find fertilizers, soil amendments, and, more than just products, advice and recommendations from professionals. Those at the Co-Op are no strangers to lending a helping hand, be it to customers or to the community.

"I feel really honored to work for a company that is as community-minded as this one, we do so much outreach for the community," McMullen said. "If I didn't know it before, I knew it after Hurricane Sally and what we were able to accomplish. We were one of the businesses that never closed, we were here and working when the rain hadn't even stopped yet. We managed to serve hot meals to people in need."

For more information on the Elberta Co-Op, visit www.elbertacoop.com, give them a call at 251- 986-8104, or stop by at 13320 County Road 83.

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20044
Dan & Dan LLC Property
Planning District 22

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Hetal Patel on behalf of Dan & Dan LLC, owner of property located at 12990 Co Rd 95 in Planning District 22. The applicant is requesting approval to rezone 3± acres of a 52.8-acre parcel from RA - Rural Agricultural District to B-3 - General Business District. The Parcel Identification Number is 05-53-07-26-0-000-004.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, January 19, 2021**, beginning at **10:00 a.m.** at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

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 fax your comments to Planning & Zoning Department at (251)580-1656 . 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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NOTICE OF PUBLIC HEARING

Case No. Z-20045
Parnell Development LLC Property
Planning District 4

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Les Parnell on behalf of Parnell Development LLC, owner of property located on State Hwy 225 in Planning District 4. The applicant is requesting approval to rezone 1± acres from RSF-1 Single Family District to RR - Rural District. The Parcel Identification Number is 05-29-09-42-0-000-003.080.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, January 19, 2021**, beginning at **10:00 a.m.** at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

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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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:

12/16/2020, 12/23/2020, 12/30/2020

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 12/30/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 319128

Z-20044 Dan & Dan LLC Property

Amount of Ad: $362.10

Legal File# Z-20044 Dan & D

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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Robertsdale, AL 36567
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Foley Office
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NOTICE OF PUBLIC HEARING
Case No. Z-20044
Dan & Dan LLC Property
Planning District 22

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Hetal Patel on behalf of Dan & Dan LLC, owner of property located at 12990 Co Rd 95 in Planning District 22. The applicant is requesting approval to rezone 3± acres of a 52.8-acre parcel from RA - Rural Agricultural District to B-3 - General Business District. The Parcel Identification Number is 05-53-07-26-0-000-004.000.

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December 16-23-30, 2020

RECEIVED
DEC 31 2020
DG Hart

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 1/6/2021

Re: Z-20044, Dan & Dan LLC Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 12/3/2020.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-20044, Dan & Dan LLC Property

The Planning and Zoning Commission meeting was held **Thursday December 3, 2020.**

The County Commission public hearing is scheduled for **Tuesday January 19, 2021.**

Please let me know if you have any questions.

Thank You,

DJ Hart

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FOLEY 251.943.2151
The Courier – The Islander
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The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

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11/18/2020

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 11/18/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 318204

Z-20044 Dan & Dan LLC Property

Amount of Ad: $122.74

Legal File# Z-20044 Dan & D

BALDWIN COUNTY PLANNING & ZONING COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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Dan & Dan LLC Property
Planning District 22

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Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application please attend the public hearing at the time and location listed above.

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November 18, 2020

RECEIVED
11/25/2020
DGHart

Baldwin County Commission

Agenda Action Form

File #: 21-0380, **Version:** 1 **Item #:** DR2

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Celena Boykin, Senior Planner
Submitted by: Celena Boykin, Senior Planner

ITEM TITLE
Case No. Z-20045 - Parnell Development LLC Property Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2021-032, which approves Case No. Z-20045, Parnell Development LLC Property, as it pertains to the rezoning of 1 acre, more or less, as located in Planning (Zoning) District 4, from RSF-1, Single Family District, to RR, Rural District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:
The applicant is requesting to rezone approximately one acre from RSF-1, Single Family District, to RR, Rural District. The purpose is to allow additional recreational vehicle and boat storage for the adjacent Hwy 225 Storage facility, which is also owned by the applicant. On December 27, 2017, the Board of Adjustment for County Commission District #1, granted the initial approval for Hwy 225 Storage through the Special Exception process. An expansion was approved by the Board on September 2, 2020. If the rezoning request is approved, further Special Exception review and approval will be required.

The Planning Commission considered this request at its December 3, 2020, meeting and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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):
Send Notice of Action to the Following:

Parnell Development LLC
Les Parnell
7152-A Cloverleaf Landing Road
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

Baldwin County Planning & Zoning Department

Baldwin County Planning Commission Staff Report

Agenda Item 7.b
Case No. Z-20045
Parnell Development, LLC, Property
Rezone RSF-1, Single Family, to RR, Rural District, to Allow for Expansion of Existing Storage Facility
December 3, 2020

Subject Property Information

Planning District:	4
General Location:	West of State Highway 225
Physical Address:	N/A
Parcel Number:	Part of 05-29-09-42-0-000-003.080
Existing Zoning:	RSF-1, Single Family District
Proposed Zoning:	RR, Rural District
Existing Land Use:	Undeveloped
Proposed Land Use:	Commercial (Expansion of existing storage facility. Special Exception required.
Acreage:	Approximately one (1) acre of a 5.3 acre parcel
Applicant:	Parnell Development, LLC/Les Parnell 7152-A Cloverleaf Landing Road Bay Minette, Alabama 36507
Owners:	Same
Lead Staff:	Vince Jackson, Development Review Planner
Attachments:	*Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Undeveloped	RSF-1, Single Family
South	Residential/Timberland	RSF-E, Single Family Estate
East	Commercial	RR, Rural District
West	Undeveloped/Timberland	RSF-1, Single Family

Summary

The applicant is requesting to rezone approximately one acre from RSF-1, Single Family District, to RR, Rural District. The purpose is to allow additional recreational vehicle and boat storage for the adjacent Hwy 225 Storage facility, which is also owned by the applicant. On December 27, 2017, the Board of Adjustment for County Commission District #1, granted the initial approval for Hwy 225 Storage through the Special Exception process. An expansion was approved by the Board on September 2, 2020. If the rezoning request is approved, further Special Exception review and approval will be required.

Current Zoning Requirements

Section 4.2 RSF-1, Single Family District

4.2.1 *Generally*. This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

4.2.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

4.2.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

4.2.4 *Special exception*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

4.2.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Proposed Zoning Requirements

Section 3.1 RR, Rural District

3.1.1 *Generally.* This zoning district is provided to accommodate the rural areas of Baldwin County. Rural District ordinances are designed to protect the rural character of the area.

3.1.2 *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) Marine recreation uses.

(d) Outdoor recreation uses.

(e) The following general commercial uses: animal clinic and/or kennels; farm implement sales; farmer's market/truck crops; nursery; landscape sales.

(f) Local commercial uses.

(g) Professional service and office uses.

(h) The following institutional uses: church or similar religious facility; child care center; child care institution; day care home; fire station; library; post office; school (public or private).

(i) Agricultural uses.

(j) Single family dwellings including manufactured housing and mobile homes.

(k) Accessory structures and uses.

3.1.3 *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) Light industrial uses.

(b) General commercial uses not permitted by right, except race track.

(c) Institutional uses not permitted by right, except correctional, detention, or penal institution and sanitarium.

(d) Boarding house, rooming house, lodging house, or dormitory.

(e) Fraternity or sorority house.

3.1.4 *Conditional use.* 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:

Transportation, communication, and utility uses not permitted by right.

3.1.5 *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
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

3.1.6 *Area and dimensional modifications*. Within the RR 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	20,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	80-Feet

Agency Comments

Baldwin County Highway Department: Access will be through the existing storage facility which is located off a State maintained route.

ADEM: No comments received.

BCBE: N/A

Municipality: Bay Minette. No comments received.

Staff Analysis and Findings

The factors for reviewing zoning amendments are listed below and are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently undeveloped. The property adjoins State Highway 225 to the east. The adjoining property to the east is the location for a storage facility. This property is owned by the applicant and is zoned RR. Adjoining properties to the north, south and west are residential, undeveloped and forested timberland.

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 to the east received Special Exception approval from the Board of Adjustment for the existing storage facility. Property to the north was rezoned to RSF-1 and RSF-E for s single family subdivision which was developed by the applicant.

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 zoning designations for areas which have not voted their desire to come under the zoning authority of the County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the zoning ordinance, the subdivision regulations and any other ordinances or regulations which the County Commission may adopt. A future land use designation of Residential is currently provided for the subject property. If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Agricultural. The proposed use is commercial, but this can be accommodated under the Agricultural designation due to the requested zoning.

4.) Will the proposed change conflict with existing or planned public improvements?

Staff knows of no conflicts with existing or planned public improvements.

5.) Will the proposed change adversely affect traffic patterns or congestion?

The existing storage facility is already established with expansion being anticipated by this request. A business of this type is intended to serve a local area and generally does not draw a significant amount of traffic. As a result, traffic impact should be minimal. Staff believes that the storage facility serves as a convenience to the growing residential population of the area.

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.

With the exception of the storage facility, the surrounding property is largely undeveloped and much of it is owned by the applicant. A volunteer fire department is located to the south of the storage facility entrance. Also, see response to Standard Number 1.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Adjacent property to the east is zoned RR.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor with this request.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

There should be no adverse impacts on environmental conditions and historic resources.

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.

- If the application is approved, the applicant will need to obtain Special Exception approval for the proposed boat and rv storage, as this would be an expansion of the existing storage facility. The initial Special Exception and subsequent expansion were both approved without opposition. As a result, staff anticipates no issues with further Special Exception approval.
- Staff will carefully review all submittals to ensure compliance with the requirements of the zoning ordinance which are applicable to storage facilities. This would include fencing and buffers.

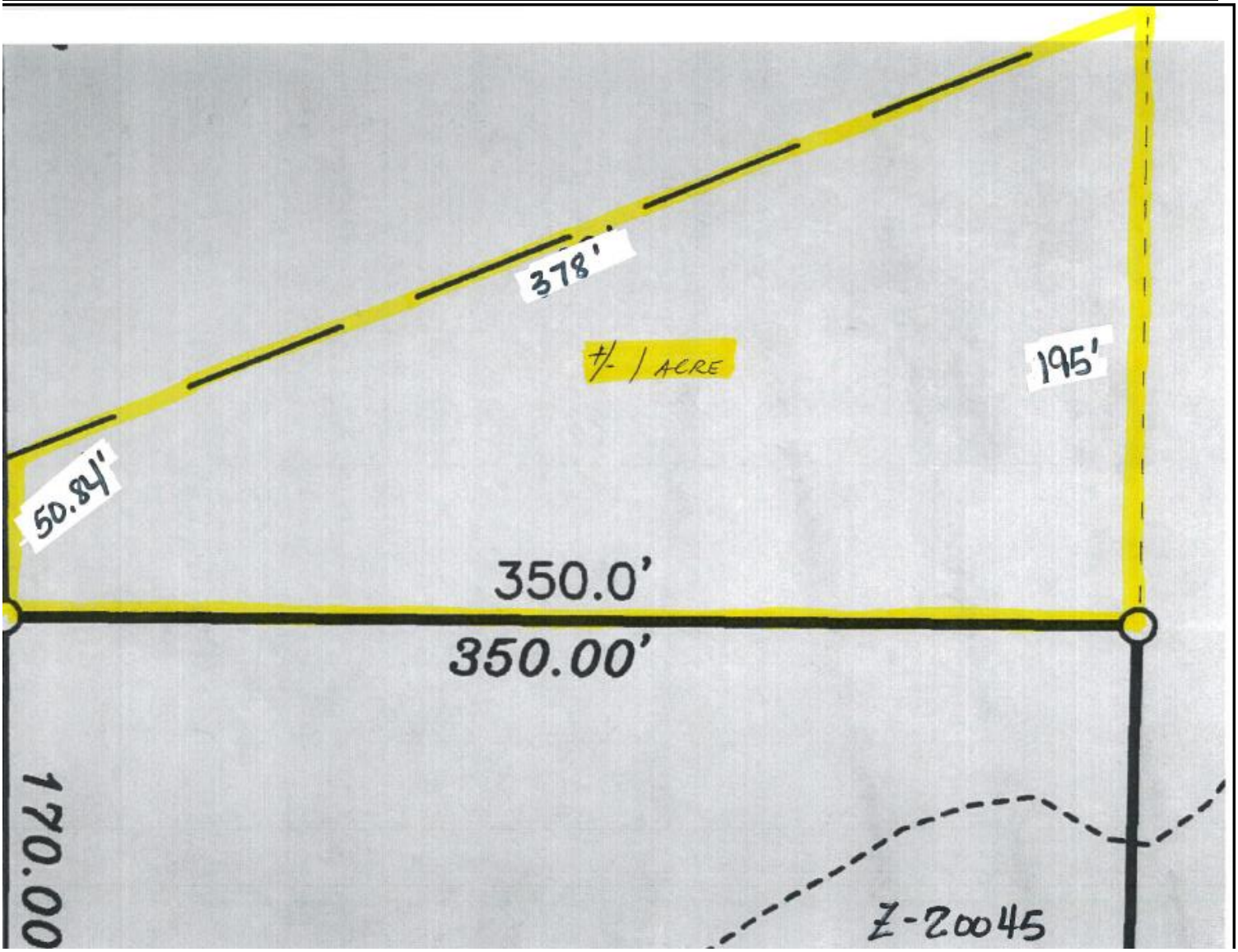
Staff Comments and Recommendation

As stated previously, the applicant is requesting to rezone approximately one acre from RSF-1, Single Family District, to RR, Rural District. The property is question is part of a larger 5.3 acre parcel. The purpose of the request is to allow additional recreational vehicle and boat storage for the adjacent Hwy 225 Storage facility which is owned by the applicant. If the rezoning is approved, the additional storage will require Special Exception approval from the Board of Adjustment.

Staff feels that this is a reasonable request and recommends **APPROVAL** to the County Commission. *

**On rezoning applications, the Planning Commission is the recommending body to the County Commission.*

Survey



Property Images





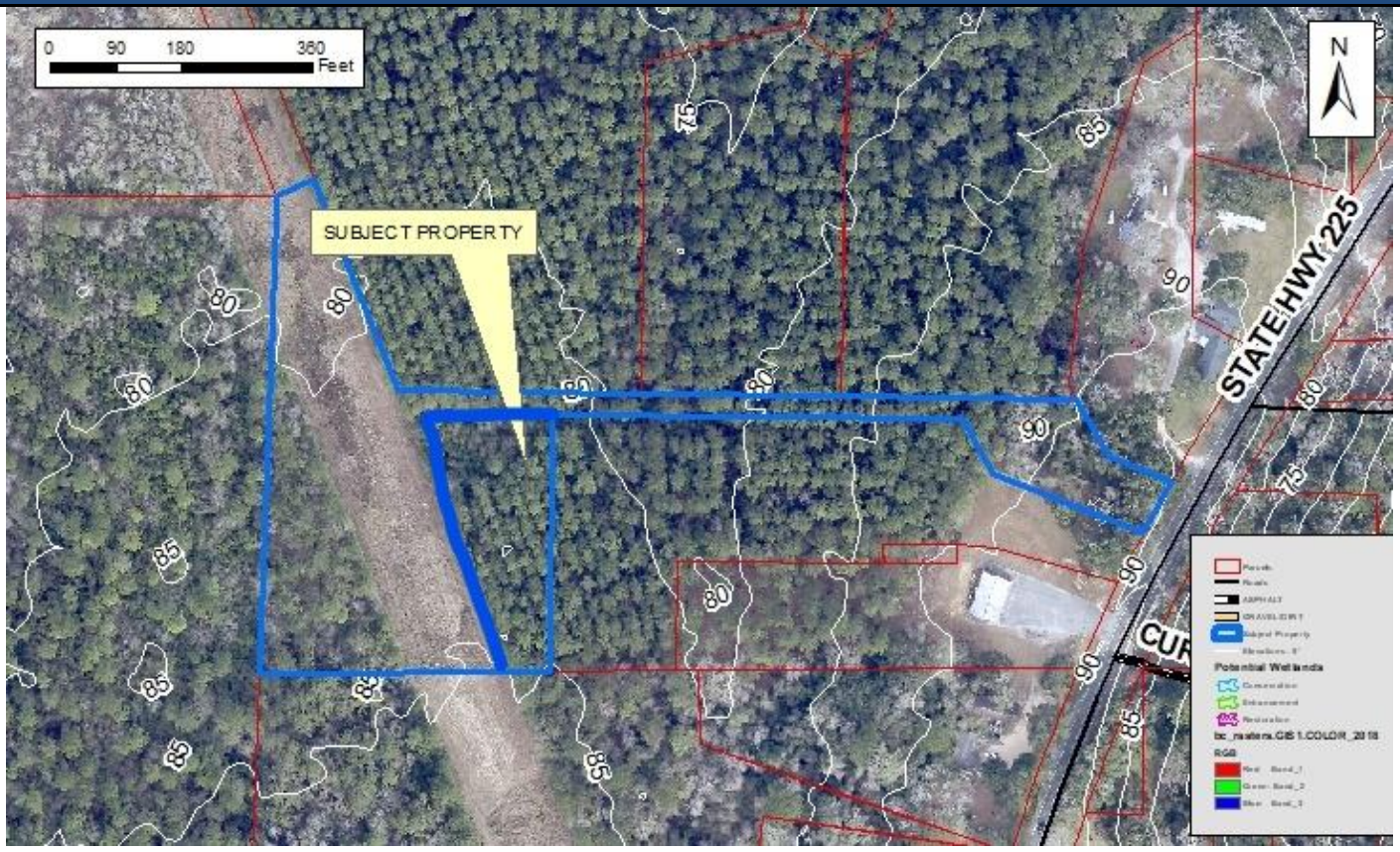

ADJOINING RESIDENTIAL PROPERTY
TO THE EAST
11/09/2020


ADJOINING RESIDENTIAL PROPERTY
TO THE NORTH
11/09/2020

Locator Map



Site Map



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2021-032

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20045, Parnell Development Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Parnell Development, LLC / Les Parnell has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 4, for property identified herein and described as follows:

A PROTION OF LOT 22, TENSAW ESTATES, AS RECORDED AS SLIDE 2738-A, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF LOT 22, TENSAW ESTATES AS RECORDED AS SLIDE 2738-A, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA THENCE RUN S89 18'28"W, ALONG THE SOUTH LINE OF SAID LOT 22, 340.25 FEET TO THE POINT OF BEGINNING; THENCE RUN N21 38'22 'W, LEAVING SAID SOUTH LINE, 378.43 FEET TO A POINT; THENCE RUN S89 18'17"E, 200.04 FEET TO A POINT ON THE EAST LINE OF SAID LOT 22, THENCE RUN S00 40'53"W ALONG SAID EAST LINE, 350.03 FEET TO A POINT ON SAID SOUTH LINE OF LOT 22; THENCE RUN N89 18'28"W, ALONG SAID SOUTH LINE OF LOT 22, 56.31 FEET TO THE POINT OF BEGINNING, CONTAINING 1.03 ACRES MORE OR LESS AND LYING IN GRANT SECTION 42, TOWNSHIP 3 SOUTH, RANGE 2 EAST BALDWIN COUNTY, AL

Otherwise known as tax parcel number, **05-29-09-42-0-000-003.008(part of)**, 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 Residential District, to RR, Rural District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on December 3, 2020, and voted to recommend approval of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on January 19, 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. 4 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-20045, Parnell Development Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 4 from RSF-1, Residential Single Family District, to RR, Rural District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 4 Official Map, is hereby **APPROVED.**

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **19th** day of **December 2021.**

_____

Honorable Joe Davis, III, Chairman

ATTEST

_____

Wayne Dyess, County Administrator

recommendation of approval by staff.

Hetal Patel was present to represent the applicant. There was no one present in opposition.

Jason Padgett made a motion to recommend approval of the request. Robert Davis seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20044 Dan & Dan LLC Property rezoning request from RA to B-3 carries on a vote of 4-0.**

b.) CASE Z-20045 PARNELL DEVELOPMENT LLC PROPERTY REZONING REQUEST
Vince Jackson presented the request to rezone approximately 1-acre RSF-1 to RR to allow expansion of an existing storage facility. The subject property is located on the west side of State Highway 225 in Planning District 4. Mr. Jackson reported recommendation of approval by staff.

Les Parnell was present to answer questions. There was no one present in opposition.

Daniel Nance made a motion to recommend approval of the request. Kevin Murphy seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20045 Parnell Development LLC Property rezoning request from RSF-1 to RR carries on a vote of 4-0.**

VII. CONSIDERATION OF APPLICATIONS AND REQUESTS – SUBDIVISION CASES

a.) CASE S-20078 BFLC 63762 PHASE I DEVELOPMENT PERMIT APPROVAL
Mary Booth presented the application for development permit approval for a 5-lot subdivision on approximately 56.93 acres located on the east side of County Road 64 north of Oasis Boulevard and Waterworld Road in the Wilcox area. The property is unzoned in Planning District 13. Mrs. Booth reported recommendation of approval by staff contingent upon deficient items being addressed prior to final plat approval.

Trent Wilson was present to represent the applicant and answer questions. Ruth Childress spoke in opposition of the request.

Daniel Nance made a motion to approve contingent receival of the revisions requested by staff. Kevin Murphy seconded the motion. All other members voted aye. **Motion to approve Case S-20078 BFLC 63762 Phase I Development Permit Approval contingent upon the deficient items listed below being addressed prior to final plat approval carries on a vote of 4-0.**

- **Vicinity map needs to be updated.**
- **HCS lines need to be shown and labeled.**
- **Graphic Scale Bar needs to be added.**
- **E-911 has recommended the subdivision be renamed as proposed name poses a public safety risk and possibly delay in response times.**
- **The drainage narrative does not include for the common drives and map will need to be updated accordingly.**

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20045

Parnell Development LLC Property

Rezone RSF-1 to RR

12/3/2020

Motion: TO RECOMMEND APPROVAL

Made by: DANIEL NANCE

Motion Seconded by: KEVIN MURPHY

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	A	A
Daniel Nance	X	
Brandon Bias	A	A
Robert Davis	X	
Plumer Tonsmeire	A	A
Jason Padgett	X	

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 4-0

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 1/6/2021

Re: Z-20045, Parnell Development LLC Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 1/19/2021.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning Commission public hearing for case:

Z-20045, Parnell Development LLC Property

The Planning and Zoning Commission meeting was held **Thursday December 3, 2020.**

The County Commission public hearing is scheduled for **Tuesday January 19, 2021.**

Please let me know if you have any questions.

Thank You,

DJ 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):

December 23, 2020

Account # 987101 PO # _____

Cost $ 378.00 Ad # 271023 - Z-20045

Parnell Dev. LLC Property

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

BC Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 23rd day of December, 20 20

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
DEC 23 2020
DGHart



President Kelly Barrett, Jeannie Rikard, Sylvia Womack, and Cheryl McCoy receiving donation from the Rikard Foundation.



SUBMITTED PHOTOS

Members of the FWC receiving the Big Beautiful Baldwin's Best of 2021 Civic Club certificate.

Foley Woman's Club December 2020 get-together

Submitted by BARBARA MCCAMISH

FOLEY — The Foley Woman's Club annual Christmas luncheon was canceled this year due to COVID-19 fears, however a few members and friends decided to gather instead. The group met at the new Foley restaurant Locals & Company for a girl's get-together lunch to help support the local restaurant. Other club members who were to attend the canceled Christmas luncheon chose to donate their luncheon fee to the Clubs donation to the Alabama Boys Ranch.

President Kelly Barrett took the opportunity to announce that the Foley Woman's Club had once again been named "Best Civic Club" in the "Big Beautiful Baldwin's Best" by Gulf Coast Media.

Club member Jeannie Rikard presented a $1,000 donation to help with the Club's charitable donations. Rikard and her husband Frank have given the Club a generous donation for several years, allowing the Foley Woman's Club to give assistance to groups that help women and children services in Baldwin County.

Since 2006, the Foley Woman's Club has held their annual "Mad Hatters' event" which includes a lite lunch, silent auctions, raffles, entertainment and hat contest. One hundred percent of all profits are donated to charitable groups in the Baldwin County area. Local businesses and community leaders have been supportive of the club's efforts and have made generous monetary donations, as well as auction and raffle items. Because the March 2020 event had to be canceled due to State of Alabama COVID-19 restrictions, all items and donations have been kept in readiness for their March 3, 2021 event.

The Club is looking forward to resuming their usual activities and having a bigger and better March 2021 Mad Hatters' Event! All tickets purchased for the 2020 event will be honored.

MCMULLEN

CONTINUED FROM 1

sale, he gives me a lot of latitude."

The Garden Center at the Co-Op is full-service, offering ornamental vegetables and annuals. From winter to spring, the section is always stocked. You can also find fertilizers, soil amendments, and, more than just products, advice and recommendations from professionals. Those at the Co-Op are no strangers to lending a helping hand, be it to customers or to the community.

"I feel really honored to work for a company that is as community-minded as this one, we do so much outreach for the community," McMullen said. "If I didn't know it before, I knew it after Hurricane Sally and what we were able to accomplish. We were one of the businesses that never closed, we were here and working when the rain hadn't even stopped yet. We managed to serve hot meals to people in need."

For more information on the Elberta Co-Op, visit www.elbertacoop.com, give them a call at 251- 986-8104, or stop by at 13320 County Road 83.

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20044
Dan & Dan LLC Property
Planning District 22

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Hetal Patel on behalf of Dan & Dan LLC, owner of property located at 12990 Co Rd 95 in Planning District 22. The applicant is requesting approval to rezone 3± acres of a 52.8-acre parcel from RA - Rural Agricultural District to B-3 - General Business District. The Parcel Identification Number is 05-53-07-26-0-000-004.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, January 19, 2021**, beginning at **10:00 a.m.** at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

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 fax your comments to Planning & Zoning Department at (251)580-1656 . 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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Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20045
Parnell Development LLC Property
Planning District 4

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Les Parnell on behalf of Parnell Development LLC, owner of property located on State Hwy 225 in Planning District 4. The applicant is requesting approval to rezone 1± acres from RSF-1 Single Family District to RR - Rural District. The Parcel Identification Number is 05-29-09-42-0-000-003.080.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, January 19, 2021**, beginning at **10:00 a.m.** at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

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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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:

12/16/2020, 12/23/2020, 12/30/2020

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 12/30/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 319129

Z-20045 Parnell Development LLC Property

Amount of Ad: $352.92

Legal File# Z-20045 Parnell

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
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Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING
Case No. Z-20045
Parnell Development LLC Property
Planning District 4

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Les Parnell on behalf of Parnell Development LLC, owner of property located on State Hwy 225 in Planning District 4. The applicant is requesting approval to rezone 1± acres from RSF-1 Single Family District to RR - Rural District. The Parcel Identification Number is 05-29-09-42-0-000-003.080.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, January 19, 2021, beginning at 10:00 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

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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You may fax your comments to Planning & Zoning Department at (251)580-1656. 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.
December 16-23-30, 2020

RECEIVED
DEC 31 2020

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 1/6/2021

Re: Z-20045, Parnell Development LLC Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 12/3/2020.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-20045, Parnell Development LLC Property

The Planning and Zoning Commission meeting was held **Thursday December 3, 2020.**

The County Commission public hearing is scheduled for **Tuesday January 19, 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:

11/18/2020

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 11/18/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 318205

Z-20045 Hwy 225 Storage LLC Property

Amount of Ad: $121.72

Legal File# Z-20045 Hwy 225

BALDWIN COUNTY PLANNING & ZONING COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
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Foley Office
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Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20045
Hwy 225 Storage LLC Property
Planning District 4

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Les Parnell on behalf of Hwy 225 Storage LLC, owner of property located on State Hwy 225 in Planning District 4. The applicant is requesting approval to rezone 1± acres from RSF-1 Single Family District to RR - Rural District. The Parcel Identification Number is 05-29-09-42-0-000-003.080.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, December 3, 2020, 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, 22251 Palmer St. in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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.

November 18, 2020

RECEIVED
1/23/2020
dgHart

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:

11/27/2020

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 11/27/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 318446

Z-20045 Parnell Development LLC Property

Amount of Ad: $121.04

Legal File# Z-20045 Parnell

BALDWIN COUNTY PLANNING & ZONING COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20045
Parnell Development LLC Property
Planning District 4

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Les Parnell on behalf of Parnell Development LLC, owner of property located on State Hwy 225 in Planning District 4. The applicant is requesting approval to rezone 1± acres from RSF-1 Single Family District to RR - Rural District. The Parcel Identification Number is 05-29-09-42-0-000-003.080.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, December 3, 2020, 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, 22251 Palmer St. 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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November 27, 2020

RECEIVED
11/23/2020
DGHart

Baldwin County Commission

Agenda Action Form

File #: 21-0370, **Version:** 1 **Item #:** EA1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Eva Cutsinger, Accounting Manager
Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE
Payment of Bills

STAFF RECOMMENDATION
Pay bills totaling $21,636,042.37 (twenty-one million, six hundred thirty-six thousand, forty-two dollars and thirty-seven cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, $3,870,626.96 (three million, eight hundred seventy thousand, six hundred twenty-six dollars and ninety-six cents) is payable to the Baldwin County Board of Education and 241,460.72 (two hundred forty-one thousand, four hundred sixty dollars and seventy-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: January 19, 2021

Vendor Name	Amount	Brief Description
Baldwin Co. Bd. of Education	3,154,240.52	Sales Tax
	716,386.44	Use Tax
	3,966.00	Meals; JDC
Gulf Shores Bd. Of Education	189,659.59	Sales Tax
	51,801.13	Use Tax
Regions Bank Corp Trust	184,608.33	2020 Lease; Jan 2020
	1,100.00	Warrant BI # 9835
	(514.48)	Funds applied 2013 Warrant
Coastal Alabama Community College	66,443.03	Sales Tax
Baldwin Youth Services	27,399.12	Sales Tax
Crowdergulf, LLC	11,421,065.12	Debris Clearance
ACCA Liability Self-Insurance Fund, Inc.	1,706,523.36	FY21 County Liabiltiy Self-Insurance Fund
Tetra Tech, Inc.	1,024,002.00	Debris Clearance
Plumcore, Inc.	415,671.44	Contract Services; Sheriff's
Beard Equipment co.	386,300.00	Equipment; Hwy
	3,456.68	Equipment Repair and Maintenance
Mobile Asphalt Co., LLC	266,501.61	Road Building Materials
Coblentz Equipment & Parts Co.	210,277.00	Equipment; Hwy
Thompson Tractor Co., Inc.	196,097.00	Equipment; Hwy
	13,690.00	Equipment; Solid Waste
	41,628.12	Repair & Maintenance
QCHC, Inc.	145,333.33	Medical Services; Sheriff's
Solid Waste Fund	124,680.72	Tipping Fees; Jan 2021
GSP Marketing, Inc.	118,513.17	Side Loader; Solid Waste
	2,334.63	Equipment Repair; Solid Waste
Converge One, Inc.	119,521.65	Computer Support Services
Deere & Company	108,926.51	Equipment; Parks
Clark Equipment Co.,	72,241.27	Equipment; Parks
Partners Managing General Underwriters	62,065.08	Stop Loss Coverage; Dec 2020
Air Med Care Network	52,250.00	Air Emergency Service
Power Systems of MS	47,830.00	Generator
	1,746.00	Generator Services
Alabama Pipe & Supply Co., Inc.	43,648.48	Road Building Materials
Historic Blakely Authority	39,536.34	1st Qtr FY21; Act 2010-588
J&R System Integration LLC/Security 101	39,055.38	Camera & Computer Support Services
South Alabama Regional	38,991.45	Temporary Labor
	252.08	Meal Donations; Nov & Dec 2020
TSA, Inc.	36,103.08	Computer Equipment
MPH Industries	31,984.00	Dual Antenna Radar
B I Incorporated	22,903.74	Ankle Monitoring
Baldwin County Library Cooperative, Inc.	22,500.00	FY21 2nd QTR Appropriation
TOTAL	**21,210,718.92**	

Baldwin County Commission
Accounts Payable Payments
January 19, 2021

	Vendor Summary	Totals
1	4IMPRINT INC	173.54
2	A & M PORTABLES INC	4,967.00
3	ACCA LIABILITY SELF INSURANCE FUND	1,706,523.36
4	ADAMS, LARRY DEMETRIUS	14.95
5	ADT SECURITY SERVICES INC	58.89
6	AFFORDABLE CONEX LLC	13,200.00
7	AIR MED CARE NETWORK	52,250.00
8	AIRGAS USA, LLC	993.31
9	AL OFFICE OF THE SECRETARY OF STATE	5.00
10	ALABAMA COASTAL RADIOLOGY	528.94
11	ALABAMA CORRECTIONAL INDUSTRIES	4,383.00
12	ALABAMA PIPE & SUPPLY CO INC	43,648.48
13	ALABAMA RECYCLING COALITION	150.00
14	ALFORD, ERIK	32.00
15	ALLIANCE PUBLISHING GROUP	2,700.00
16	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	3,307.69
17	ANESTHESIOLOGISTS ASSOCIATED PC	541.93
18	ASHBERRY LANDFILL LLC	60.00
19	AUTO ZONE	19.56
20	B I INCORPORATED	22,903.74
21	B&H PHOTO & ELECTRONICS CORP	10,762.27
22	BALDWIN ANIMAL CLINIC PC	808.22
23	BALDWIN CNTY CORONER'S OFFICE	621.37
24	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	6,972.91
25	BALDWIN CNTY JUDGE OF PROBATE	23.00
26	BALDWIN CNTY LIBRARY COOPERATIVE INC	22,500.00
27	BALDWIN CNTY PROBATE COURT	25.00
28	BALDWIN CNTY SHERIFF'S OFFICE	2,042.77
29	BALDWIN CNTY SOLID WASTE	487.50
30	BALDWIN CNTY VOAD LONG TERM RECOVERY	10.00
31	BALDWIN COUNTY BOARD OF EDUCATION	3,874,592.96
32	BALDWIN FEED AND SEED LLC	64.00
33	BALDWIN TRACTOR	11.34
34	BALDWIN YOUTH SERVICES	27,399.12
35	BARKHOUSE, AMY	16.00
36	BAY AREA PRINTING & GRAPHICS SOLUTIONS	225.00
37	BAY MINETTE BUILDING SUPPLY	280.63
38	BAY PEST CONTROL COMPANY INC.	280.00
39	BAY SIDE RUBBER & PRODUCTS	979.64
40	BAY UTILITY TRAILERS INC	400.00
41	BEARD EQUIPMENT CO	389,756.68
42	BEEBE'S PEST & TERMITE CONTROL	400.00
43	BEHAVIORAL HEALTH SYSTEMS INC	1,042.08
44	BISHOP, TWANA K	14.95
45	BLOSSMAN GAS	125.48

Baldwin County Commission
Accounts Payable Payments
January 19, 2021

	Vendor Summary	Totals
46	BOB BARKER CO INC	879.30
47	BONDURANT, CHRIS DMD MD PC	427.00
48	BROGAN, CHRISTINE	16.00
49	BUILDERS HARDWARE & SUPPLY CO	497.73
50	BYRD, BRANDY R	48.76
51	CAPITAL VOLVO TRUCK & TRAILER	244.40
52	CDW - GOVERNMENT, INC	2,152.20
53	CERTIFIED LABORATORIES	144.00
54	CHUCK STEVENS AUTO INC	228.20
55	CHUCK STEVENS CHEVROLET	305.27
56	CINTAS	7,298.83
57	CINTAS FIRST AID & SAFETY	4,020.42
58	CINTAS LOCATION #211	6,275.00
59	CITY ELECTRIC SUPPLY	99.68
60	CLARK EQUIPMENT CO. D/B/A BOBCAT COMPANY	72,241.27
61	CLEVERDON FARMS	78.40
62	COASTAL AL COM COLLEGE	66,443.03
63	COASTAL BRT, LLC	5,625.00
64	COASTAL INDUSTRIAL SUPPLY	68.25
65	COBERLY, ALYSA & JAIME	16.00
66	COBLENTZ EQUIPMENT & PARTS CO	210,277.00
67	COMPUTER PRINTING ETC.	525.77
68	CONVERGE ONE INC	119,521.65
69	COPY PRODUCTS COMPANY	1,303.99
70	CORE COMPUTING SOLUTIONS INC	9,527.52
71	COWIN EQUIPMENT CO	3,221.92
72	COX, DEANNA VICICH	900.00
73	CRITTER GITTER PEST CONTROL	125.00
74	CROWDERGULF, LLC	11,421,065.12
75	CUSTOM TRUCK, INC	1,285.00
76	CYPHER, ELIZABETH / DAVID	16.00
77	DADE PAPER & BAG CO	2,361.73
78	DAIRY FRESH OF AL	557.39
79	DAVIS, PAMELA S	16.56
80	DAVISON OIL COMPANY INC	750.00
81	DEERE & COMPANY	108,926.51
82	DELTA COMPUTER SYSTEMS INC	5,459.00
83	DENNISE WOLSTENHOLME	1,200.00
84	DIAGNOSTIC & MEDICAL CLINIC	1,534.81
85	DISTRICT ATTORNEY'S OFFICE	13,493.60
86	ELANCO US, INC	1,592.84
87	ELECTION SYSTEMS & SOFTWARE INC	1,700.00
88	ELTEC	2,106.58
89	EMPIRE TRUCK SALES INC	136.35
90	EMPLOYMENT SCREENING SERVICE INC	881.75

Baldwin County Commission
Accounts Payable Payments
January 19, 2021

	Vendor Summary	Totals
91	EQUIPMENT SALES CO	384.00
92	EVANS MFG	13,005.87
93	EVANS, PHYLLIS	14.95
94	EXPRESS OIL CHANGE	658.61
95	FAISON, LARRY D	3,850.00
96	FASTENAL	161.54
97	FEDEX	66.53
98	FERGUSON ENTERPRISES INC	53.78
99	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	1,880.00
100	FONDREN, FRANK B MD	2,685.00
101	FORM SOLUTIONS INC	255.00
102	FORTILINE WATERWORKS INC	1,058.40
103	FREEMAN COLLISION CENTER LLC	150.00
104	G T MICHELLI SCALES	1,990.00
105	GAINES, LESANDRA RENEE	14.95
106	GALL'S LLC	6,464.50
107	GIDDENS, REGINA L	66.13
108	GILMORE SERVICES	19.76
109	GRAHAM, DANA L	14.95
110	GRANICUS, LLC	11,062.51
111	GRAYBAR ELECTRIC CO INC	58.68
112	GRIFFIN, ANTHONY ROYLETT SR	14.95
113	GROCERY SUPPLY COMPANY	5.00
114	GSP MARKETING INC	120,847.80
115	GULF CHRYSLER PLYMOUTH DODGE	2,028.71
116	GULF COAST NEWSPAPERS	519.68
117	GULF COAST TRUCK & EQUIPMENT CO	41.62
118	GULF REGIONAL PATHOLOGISTS PA	349.25
119	GULF SHORES BOARD OF EDUCATION	241,460.72
120	GULF STATES DISTRIBUTORS	2,200.00
121	HALL'S AUTO SUPPLY	16.95
122	HANGEN, IDA	16.00
123	HARMON, LAURA MICHELE	11.62
124	HART, DALETHA J	17.25
125	HARVEY, SHANNON JANELLE	184.58
126	HENDERSON, KENDEL DYETT	36.23
127	HIGHLAND TECHNICAL SERVICES INC	1,260.00
128	HI-LINE - FOR PURCHASE ORDERS	1,686.12
129	HILL'S PET NUTRITION INC	572.68
130	HISTORIC BLAKELY AUTHORITY	39,536.34
131	HOLLAND'S PAINT & BODY	1,536.60
132	HOLLOWAY, JULIE	817.08
133	HUNTER SECURITY INC	843.74
134	IMAGE 360 DAPHNE	1,600.00
135	IMC-EMERGENCY PHYSICIANS	172.74

Baldwin County Commission
Accounts Payable Payments
January 19, 2021

	Vendor Summary	Totals
136	IMC-NORTH BALDWIN PHYSICIANS GROUP	130.30
137	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	100.00
138	J&R SYSTEM INTEGRATION LLC/SECURITY 101	39,055.38
139	JOHNSON, PAULETTE	14.95
140	KEET CONSULTING SERVICES LLC	5,950.00
141	KENNEDY, RUDOLPH JR	14.95
142	KEYPORT WAREHOUSING, INC.	390.00
143	KIMBALL MIDWEST	694.22
144	KINGS III OF AMERICA INC	283.71
145	LEWIS, AMANDA	30.00
146	LOWE'S - DAPHNE	2,267.54
147	LOWE'S - FOLEY	2,322.10
148	LUDKE, SALLY MORGAN	23.00
149	MAC'S AUTOGLASS LLC	575.00
150	MARTIN MARIETTA MATERIALS	8,409.28
151	MARTINSON, ERZEBET	30.00
152	MATHES OF ALABAMA-FOLEY	90.54
153	MATTHEW BENDER	398.31
154	MCDONALD, ERIC SHANE	14.95
155	MCKEE FOODS CORP	308.88
156	MCKINNEY PETROLEUM EQT INC	610.00
157	MCPHERSON OIL CO INC/DBA FUELMAN	3,995.45
158	MILLER'S GRAND EVENTS INC	790.00
159	MOBILE ASPHALT CO LLC	266,501.61
160	MOTOROLA SOLUTIONS INC	97.00
161	MPH INDUSTRIES	31,984.00
162	MSC INDUSTRIAL DIRECT CO INC	152.29
163	MURPHY'S QUALITY HAY, INC.	1,200.00
164	MUSSMAN, RICHARD LEE	30.00
165	MWI ANIMAL HEALTH	817.16
166	NATIONAL COLLEGE OF PROBATE JUDGES	150.00
167	NAVIGATION ELECTRONICS INC	253.00
168	NEEL-SCHAFFER INC	4,500.00
169	NOTARY PUBLIC UNDERWRITERS	195.50
170	OEC	37.54
171	ONLINE SOLUTIONS, LLC	12,436.68
172	O'REILLY AUTO PARTS	4,979.11
173	OTIS ELEVATOR CO	680.00
174	OTTO ENVIRONMENTAL SYSTEMS	128.50
175	OWEN, ROBERT J	64.00
176	PARKER, JULIE NICOLE	40.54
177	PARMER, SHERRI L	62.10
178	PARTNERS MANAGING GENERAL UNDERWRITERS	62,065.08
179	PAUL,TRAVIS MD PC	4,410.00
180	PEREGRINE SERVICES INC	1,863.36

Baldwin County Commission
Accounts Payable Payments
January 19, 2021

	Vendor Summary	Totals
181	PETROLEUM TRADERS CORPORATION	13,782.56
182	PH & J ARCHITECTS INC	5,985.66
183	PIERCE, BRUCE D & CARLA	32.00
184	PITTMAN TRACTOR CO INC	4,950.00
185	PLUMCORE, INC.	415,671.44
186	PORTMAN CREATIVE	1,500.00
187	POWER SYSTEMS OF MS	49,576.00
188	PRINT SHOP, THE	1,835.30
189	PUGH, PAMELA M	7.19
190	QCHC INC	145,333.33
191	QUADIENT LEASING USA, INC.	1,951.08
192	QUEST DIAGNOSTICS	802.94
193	RACINE'S FEED GARDEN & SUPPLY INC	420.00
194	REGIONS BANK CORP TRUST	185,193.85
195	REYES, CASSIE OR DIANNE CRENSHAW	16.00
196	REYES, JUAN	30.00
197	REYNOLDS-NYSSA, SARAH STACEY	52.38
198	ROBERTSDALE AUTO PARTS INC	1,608.34
199	ROBERTSDALE FEED STORE	135.90
200	ROBERTSDALE POWER EQUIPMENT	1,875.33
201	ROBERTSON INSURANCE AGENCY INC	4,050.00
202	RUFFIN, LORI G	209.00
203	RUSH TRUCK CENTER	118.44
204	RUSHING, COREY	30.00
205	RUSHING, CORY C	30.00
206	SAND & CLAY, INC.	1,433.25
207	SCS FIELD SERVICES	5,763.00
208	SERVICEMASTER ACTION CLEANING	2,195.00
209	SHARP ELECTRONICS CORPORATION	16,440.66
210	SHARPS MD OF ALABAMA	1,192.75
211	SHERWIN-WILLIAMS CO	201.58
212	SHOOTS, TANZIE SLEDGE	47.61
213	SILVER, VOIT & THOMPSON	140.00
214	SMITH TRACTOR COMPANY INC	400.43
215	SOCIETY OF AMERICAN ARCHIVISTS	250.00
216	SOFTWARE HOUSE INT	336.40
217	SOLID WASTE FUND	124,680.72
218	SOUTH ALABAMA REGIONAL	39,243.53
219	SOUTH BALDWIN REGIONAL MEDICAL CENTER	87.90
220	SOUTHEASTERN EQUIPMENT CO	1,681.89
221	SOUTHERN HISTORICAL ASSN	75.00
222	STAPLES CONTRACT & COMMERCIAL, INC.	15,264.88
223	SUNSOUTH LLC	522.08
224	SWANA-SOLID WASTE ASSN OF NORTH AMERICA	150.00
225	SWEAT TIRE - BAY MINETTE	76.91

Baldwin County Commission
Accounts Payable Payments
January 19, 2021

	Vendor Summary	Totals
226	SWEAT TIRE - ROBERTSDALE	3,288.00
227	TATUM, DEBORAH & TOM	16.00
228	TAYLOR, HEATHER EMMONS	29.90
229	TAYLOR, WARREN DOUGALD	14.95
230	TETRA TECH, INC.	1,024,002.00
231	THOMPSON ENGINEERING	16,833.00
232	THOMPSON TRACTOR CO	251,415.12
233	THOMPSON, SUSAN HUGGINS	40.25
234	TONY'S TOWING INC	1,852.50
235	TRANE-MOBILE PARTS CENTER	2,189.81
236	TRANSUNION RISK & ALTERNATIVE	701.30
237	TSA INC	36,103.08
238	TUNSTALL, TIHESA RAGINA	13.46
239	TURNER, MICHAEL	30.00
240	TWO-WAY COMMUNICATIONS INC	500.00
241	TYLER TECHNOLOGIES, INC.	5,600.00
242	UNIV AUBURN-GOVERNMENTAL SERVICES	880.00
243	UNIVERSITY OF SOUTH ALABAMA HCA	311.76
244	USA HEALTH UNIVERSITY HOSPITAL	233.48
245	VOLKERT INC	9,377.00
246	VULCAN MATERIALS CO	16,802.42
247	VULCAN SIGNS	11,159.11
248	W H THOMAS OIL CO INC	1,296.96
249	W W GRAINGER	2,279.27
250	WADDLE, LORI MICHELLE	12.65
251	WAGNER, JOHN A	16.00
252	WAL-MART SUPERCENTER	183.17
253	WALTER CURTIS CO LLC	92.00
254	WALZ, BRENDA J	144.90
255	WARRINER DIRT PIT	6,331.50
256	WASTE MANAGEMENT OF AL	1,419.02
257	WASTE PRO OF FLORIDA	221.19
258	WESCO	1,393.19
259	WEST GROUP PAYMENT CENTER	1,363.91
260	WILLIAMS, LISA S	31.05
261	WISE, JODY L	383.33
262	WITTICHEN SUPPLY	131.30
263	WOLFE-BAYVIEW FUNERAL HOMES & CREM, INC.	395.00
264	WRIGHTS MOTOR PARTS INC	946.82
265	XEROX CORP	302.00
266	ZACK LONG DIRT PIT	105.00
267	ZEP MANUFACTURING COMPANY	1,486.65
	Grand Total	**21,636,042.37**

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854790 Type M Date 1/5/2021		User ID RBENSON					
PN	9205545			1/19/2021	00304	REGIONS BANK CORP TRUST	123781	514.48			D			
PD	533096	00304	001	1/5/2021		1012021; 2013 ADJ	FUNDS APPLIED 2013 WARRANT							
						Cash	00018481		514.48	AA				
						Totals for Bank Account		514.48	514.48					
						Totals for Batch		514.48	514.48					
						User Total		514.48	514.48					
						Grand Total		514.48	514.48					

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854869 Type M Date 1/11/2021	User ID RBENSON						
PN	9205557			1/19/2021	00304	REGIONS BANK CORP TRUST	123781	184,608.33-						
PV	533661	00304	001	1/11/2021		2020 LEASE; JAN'21	2020 LEASE PBA; JAN 2021							
						Totals for Bank Account		184,608.33-						
						Totals for Batch		184,608.33-						
						User Total		184,608.33-						
						Grand Total		184,608.33-						

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854872 Type M Date 1/11/2021		User ID		RBENSON			
PN	9205558			1/19/2021	00105	BALDWIN CNTY BOARD OF EDUCATIO	14116	3,966.00-			D			
PV	533664	00105	001	1/11/2021		123120; PO 192312	JUVENILE MEALS; DEC 2020							
						Cash	00018481		3,966.00-	AA				
PN	9205558			1/19/2021	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	3,154,240.52-			D			
PV	533667	00001	001	1/11/2021		1112021	SALES/USE TAX							
						Cash	00018481		3,154,240.52-	AA				
PN	9205558			1/19/2021	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	716,386.44-			D			
PV	533667	00001	002	1/11/2021		1112021	SALES/USE TAX							
						Cash	00018481		716,386.44-	AA				
						Totals for Bank Account		3,874,592.96-	3,874,592.96-					
						Totals for Batch		3,874,592.96-	3,874,592.96-					
						User Total		3,874,592.96-	3,874,592.96-					
						Grand Total		3,874,592.96-	3,874,592.96-					

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854873 Type M Date 1/11/2021		User ID RBENSON					
PN	9205559			1/19/2021	00001	GULF SHORES BOARD OF EDUCATION	191392	189,659.59-			D			
PV	533670	00001	001	1/11/2021		1112021	SALES/USE TAX							
						Cash	00018481		189,659.59-	AA				
PN	9205559			1/19/2021	00001	GULF SHORES BOARD OF EDUCATION	191392	51,801.13-			D			
PV	533670	00001	002	1/11/2021		1112021	SALES/USE TAX							
						Cash	00018481		51,801.13-	AA				
						Totals for Bank Account		241,460.72-	241,460.72-					
						Totals for Batch		241,460.72-	241,460.72-					
						User Total		241,460.72-	241,460.72-					
						Grand Total		241,460.72-	241,460.72-					

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
7093	THOMPSON, SUSAN HUGGINS 251	9378785	00001	40.25				40.25
10064	ALABAMA CORRECTIONAL INDUSTRIES	2613614	00001	3,330.00				3,330.00
14006	BLOSSMAN GAS - FOLEY 251	9435759	00001	87.26				87.26
14011	BUILDERS HARDWARE & SUPPLY CO 251	9372361PH	00001	349.23				349.23
14029	BAY MINETTE BUILDING SUPPLY 334	9372431	00001	137.74				137.74
14101	BALDWIN CNTY LIBRARY COOPERATI		00001	22,500.00				22,500.00
14132	BALDWIN YOUTH SERVICES		00001	27,399.12	27,399.12			
14553	BALDWIN CNTY ECONOMIC DEVELOPM	9472445	00001	6,972.91	6,972.91			
21127	DISTRICT ATTORNEY'S OFFICE		00001	13,493.60	13,493.60			
21252	DELTA COMPUTER SYSTEMS INC 228	3887688	00001	1,710.00				1,710.00
25040	COASTAL AL COM COLLEGE (FAULKN		00001	66,443.03	66,443.03			
25200	FAISON, LARRY D 251	6252626	00001	3,850.00				3,850.00
25314	FONDREN, FRANK B MD		00001	2,685.00				2,685.00
27012	GRAYBAR ELECTRIC CO INC ** 251	6666600**	00001	58.68				58.68
27022	GULF COAST NEWSPAPERS		00001	306.50				306.50
27181	GULF STATES DISTRIBUTORS 800	2237869	00001	2,200.00				2,200.00
27263	GALL'S LLC 334	649 3678	00001	6,464.50	64.00-			6,528.50
32419	HUNTER SECURITY INC 251	6265112	00001	818.74				818.74
33038	HALL'S AUTO SUPPLY-BAY MINETTE 334	9375591	00001	16.95				16.95
40569	NOTARY PUBLIC UNDERWRITERS		00001	76.00				76.00
40589	MOBILE ASPHALT CO LLC 251	4080770	00001	1,328.02	23.66-			1,351.68
40703	NATIONAL COLLEGE OF PROBATE JU		00001	150.00				150.00
41646	FEDEX		00001	66.53				66.53
43003	OEC 800	759-3368	00001	37.54				37.54
47503	PH & J ARCHITECTS INC 334	2658781	00001	5,985.66				5,985.66
49381	MPH INDUSTRIES **	1-800-835-0690	00001	31,984.00				31,984.00
51005	ELECTION SYSTEMS & SOFTWARE IN 800	2924679	00001	1,700.00				1,700.00
51009	ROBERTSDALE AUTO PARTS INC 334	9472882	00001	205.05				205.05
51029	ROBERTSON INSURANCE AGENCY IN 334	9282163	00001	4,050.00				4,050.00
54037	SOUTH ALABAMA REGIONAL 334	4336541	00001	21,693.66				21,693.66
54042	SWEAT TIRE - ROBERTSDALE		00001	2,362.71				2,362.71
54321	AL OFFICE OF THE SECRETARY OF		00001	5.00				5.00
55301	GROCERY SUPPLY COMPANY (R) 904	469-8691	00001	5.00				5.00
56733	SERVICEMASTER ACTION CLEANING 800	943-3899	00001	498.00				498.00
57071	THOMPSON TRACTOR CO 334	6265100	00001	3,421.41				3,421.41
66006	WRIGHTS MOTOR PARTS INC 334	9372591	00001	241.79				241.79
66029	WEST GROUP PAYMENT CENTER** 612	6877000	00001	230.04				230.04
66357	WASTE MANAGEMENT OF AL-MOBILE		00001	246.75				246.75
78721	BEEBE'S PEST & TERMITE CONTROL 251	9438166	00001	400.00				400.00
79396	BEHAVIORAL HEALTH SYSTEMS INC		00001	364.74				364.74

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
79441	GIDDENS, REGINA L 251	9474057	00001	66.13				66.13
84216	W W GRAINGER - FOR PO'S 251	661-1035	00001	352.53				352.53
85067	GULF REGIONAL PATHOLOGISTS PA		00001	349.25				349.25
87716	LOWE'S FOLEY - 057700034	9705307	00001	142.42				142.42
93964	DAVIS, PAMELA S 251	9422215	00001	16.56				16.56
94060	CHUCK STEVENS AUTO INC		00001	228.20				228.20
98634	MCPHERSON OIL CO INC/DBA FUELM 800	2398882	00001	1,614.60				1,614.60
102875	CDW - GOVERNMENT, INC - PO 866	3393526	00001	1,134.36	272.85-			1,407.21
104310	EMPLOYMENT SCREENING SERVICE 866	8590143	00001	432.50				432.50
105048	BALDWIN CNTY SOLID WASTE 251	9888125	00001	487.50				487.50
105435	CINTAS FIRST AID & SAFETY 251	4437301	00001	2,988.06				2,988.06
106729	AFFORDABLE CONEX LLC 251	947-1944	00001	13,200.00				13,200.00
107220	KEET CONSULTING SERVICES LLC 205	6209843	00001	750.00				750.00
111464	ACCA LIABILITY SELF INSURANCE		00001	1,706,523.36				1,706,523.36
111510	ALLIANCE PUBLISHING GROUP		00001	1,900.00				1,900.00
111974	WISE, JODY L		00001	383.33				383.33
115852	DADE PAPER & BAG CO 251	9641500	00001	1,060.60				1,060.60
116134	CROWDERGULF, LLC 251	6540410	00001	11,421,065.12				11,421,065.12
118412	HART, DALETHA J 251	9471026	00001	17.25				17.25
118519	WALZ, BRENDA J 251	5804819	00001	144.90				144.90
119301	BONDURANT, CHRIS DMD MD PC 251	6216616	00001	427.00				427.00
121216	PEREGRINE SERVICES INC 318	3254762	00001	1,863.36				1,863.36
123300	SOFTWARE HOUSE INT dba SHI 800	2109629	00001	336.40				336.40
126181	SILVER, VOIT & THOMPSON		00001	140.00				140.00
126261	EXPRESS OIL CHANGE -ROBERTSDAL 251	9472606	00001	658.61				658.61
136215	DIAGNOSTIC & MEDICAL CLINIC 251	4351330	00001	1,534.81				1,534.81
136514	FLOYDS EXHAUST & PERFORMANCE A	9479631	00001	1,880.00				1,880.00
136611	BALDWIN CNTY SHERIFF'S OFFICE 251	9370210	00001	2,042.77				2,042.77
136872	LOWE'S - DAPHNE	6217620	00001	1,323.35				1,323.35
138958	PAUL,TRAVIS MD PC 251	5804243	00001	4,410.00				4,410.00
139221	BALDWIN CNTY VOAD LONG TERM RE		00001	10.00				10.00
139782	INDUSTRIAL/ORGANIZATIONAL SOL 888	784.1290	00001	100.00				100.00
146114	WOLFE-BAYVIEW FUNERAL HOMES & 251	9907775	00001	395.00				395.00
148734	AIRGAS USA, LLC - PO'S		00001	60.13				60.13
148777	BALDWIN CNTY PROBATE COURT		00001	25.00				25.00
151503	WALTER CURTIS CO LLC		00001	92.00				92.00
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIB SON	00001	36,168.00	150.14-			36,318.14
155037	OTIS ELEVATOR CO		00001	680.00				680.00
158051	4IMPRINT INC 877	4467746	00001	173.54				173.54

Supplier Number	Name		Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
158123	TRANE-MOBILE PARTS CENTER		6652939	00001	2,189.81				2,189.81
159329	BALDWIN CNTY CORONER'S OFFICE			00001	621.37				621.37
160995	KINGS III OF AMERICA INC	800	3546473	00001	283.71				283.71
162616	SWEAT TIRE - BAY MINETTE		5808473	00001	56.91				56.91
163096	B&H PHOTO & ELECTRONICS CORP	800	9478003	00001	10,762.27				10,762.27
165841	FORM SOLUTIONS INC		6253580	00001	255.00	2.00-			257.00
166166	FREEMAN COLLISION CENTER LLC	251	9434011	00001	150.00				150.00
166975	TSA INC	205	7339111	00001	34,946.08				34,946.08
171635	PARMER, SHERRI L	251	9376620	00001	62.10				62.10
174473	WASTE PRO OF FLORIDA	850	4740800	00001	221.19				221.19
175548	BYRD, BRANDY R	251	2321417	00001	48.76				48.76
180154	MOTOROLA SOLUTIONS INC**			00001	97.00				97.00
180302	ASHBERRY LANDFILL LLC	334	493 1250	00001	60.00				60.00
180505	CHUCK STEVENS CHEVROLET	251	937 1500	00001	305.27				305.27
180999	PETROLEUM TRADERS CORPORATION	800	348-3705/1002	00001	13,782.56				13,782.56
181574	O'REILLY AUTO PARTS-FIRST CALL			00001	4,979.11				4,979.11
181787	SHARP ELECTRONICS CORPORATION			00001	11,232.93				11,232.93
181921	ALABAMA COASTAL RADIOLOGY	251	460-0326	00001	528.94				528.94
182050	PUGH, PAMELA M	251	2755554	00001	7.19				7.19
183151	SHOOTS, TANZIE SLEDGE	251	625-2384	00001	47.61				47.61
183743	TRANSUNION RISK & ALTERNATIVE			00001	80.70				80.70
184294	PRINT SHOP, THE	251	937 1772	00001	1,410.30				1,410.30
184300	TAYLOR, HEATHER EMMONS	251	423-7090	00001	29.90				29.90
184892	WITTICHEN SUPPLY-DAPHNE	251	375 0722	00001	131.30				131.30
185084	POWER SYSTEMS OF MS	228	818 8315	00001	49,576.00				49,576.00
185252	AUTO ZONE - ROBERTSDALE BCC			00001	19.56				19.56
185351	HOLLAND'S PAINT & BODY			00001	1,536.60				1,536.60
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00001	9,185.31	16.97-			9,202.28
185636	SHERWIN-WILLIAMS CO - FOLEY -			00001	201.58				201.58
185711	GILMORE SERVICES	850	434-1054	00001	19.76				19.76
186326	QCHC INC			00001	145,333.33				145,333.33
187112	QUEST DIAGNOSTICS			00001	802.94				802.94
187344	CINTAS - UNIFORMS			00001	2,143.44				2,143.44
187695	CINTAS LOCATION #211 - PURCHAS	251	443 7301	00001	1,365.00				1,365.00
187742	WILLIAMS, LISA S	251	490-5217	00001	31.05				31.05
188082	HARVEY, SHANNON JANELLE	251	654-7987	00001	184.58				184.58
188753	LUDKE, SALLY MORGAN	251	751-3693	00001	23.00				23.00
189816	IMC-NORTH BALDWIN PHYSICIANS G			00001	130.30				130.30
189976	AIR MED CARE NETWORK	843	708 6192	00001	18,287.50				18,287.50
190029	IMC-EMERGENCY PHYSICIANS			00001	172.74				172.74

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
190884	TYLER TECHNOLOGIES, INC.	800 772 2260	00001	5,600.00				5,600.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00001	79.50	79.50			
191025	CUSTOM TRUCK, INC **	251 971-1555	00001	1,285.00				1,285.00
191096	ANESTHESIOLOGISTS ASSOCIATED P		00001	541.93				541.93
191100	GRANICUS, LLC	800 314 0147	00001	11,062.51				11,062.51
191106	CONVERGE ONE INC	251 463 6768	00001	119,521.65	.01-			119,521.66
191354	IMAGE 360 DAPHNE	251 626 8168	00001	1,600.00				1,600.00
191947	QUADIENT LEASING USA, INC.		00001	1,031.22				1,031.22
192408	PLUMCORE, INC.	205 631 4343	00001	415,671.44				415,671.44
192564	HOLLOWAY, JULIE (R)		00001	817.08				817.08
192695	COASTAL BRT, LLC		00001	5,625.00				5,625.00
192751	SHARPS MD OF ALABAMA		00001	1,192.75				1,192.75
192796	WADDLE, LORI MICHELLE	251 752-1918	00001	12.65				12.65
192800	TETRA TECH, INC.		00001	1,024,002.00				1,024,002.00
192813	UNIVERSITY OF SOUTH ALABAMA HC		00001	311.76				311.76
193043	HARMON, LAURA MICHELE	251 377-1893	00001	11.62				11.62
193045	PARKER, JULIE NICOLE	256 520-3835	00001	40.54				40.54
193046	REYNOLDS-NYSSA, SARAH STACEY	251 923-7276	00001	52.38				52.38
193081	ONLINE SOLUTIONS, LLC		00001	12,436.68				12,436.68
193110	USA HEALTH UNIVERSITY HOSPITAL		00001	233.48				233.48
	General Fund		00001	15,351,523.94	113,858.53			15,237,665.41
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	3.77				3.77
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00103	344.97				344.97
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00103	100.00				100.00
	County Transportation Fund		00103	448.74				448.74
79396	BEHAVIORAL HEALTH SYSTEMS INC		00104	31.26				31.26
166975	TSA INC	205 7339111	00104	1,157.00				1,157.00
181787	SHARP ELECTRONICS CORPORATION		00104	101.03				101.03
189976	AIR MED CARE NETWORK	843 708 6192	00104	1,045.00				1,045.00
	Legislative Del Off Fund		00104	2,334.29				2,334.29
2372	BISHOP, TWANA K	251 4467939	00105	14.95				14.95
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00105	43.55				43.55
14084	BOB BARKER CO INC - PO'S		00105	879.30				879.30
34850	GRAHAM, DANA L	251 6893129	00105	14.95				14.95
40654	MCKEE FOODS CORP		00105	308.88				308.88
54037	SOUTH ALABAMA REGIONAL	334 4336541	00105	2,454.01				2,454.01
77121	KENNEDY, RUDOLPH JR	251 9371856	00105	14.95				14.95
85307	WAL-MART SUPERCENTER *	251 9375558	00105	183.17				183.17
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00105	1.42				1.42
102111	DAIRY FRESH OF AL (DOTHAN)	334 7925114	00105	557.39				557.39

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00105	145.50				145.50
131262	EVANS, PHYLLIS	251 4798224	00105	14.95				14.95
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIBSON	00105	2,887.38				2,887.38
180948	TAYLOR, WARREN DOUGALD	251 8954697	00105	14.95				14.95
181403	GRIFFIN, ANTHONY ROYLETT SR	251 645-6564	00105	14.95				14.95
182435	JOHNSON, PAULETTE	251 577-2798	00105	14.95				14.95
183851	TUNSTALL, TIHESA RAGINA	251 635-4312	00105	13.46				13.46
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00105	64.15				64.15
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00105	100.00				100.00
190079	GAINES, LESANDRA RENEE	251 421-4340	00105	14.95				14.95
190510	MCDONALD, ERIC SHANE	251 586-4430	00105	14.95				14.95
192012	ADAMS, LARRY DEMETRIUS	251 222-5520	00105	14.95				14.95
	Juvenile Detention Fac Fund		00105	7,787.71				7,787.71
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00106	26.94				26.94
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00106	9.85				9.85
54037	SOUTH ALABAMA REGIONAL	334 4336541	00106	340.32				340.32
54042	SWEAT TIRE - ROBERTSDALE		00106	569.15				569.15
79396	BEHAVIORAL HEALTH SYSTEMS INC		00106	10.42				10.42
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00106	.42				.42
115975	MILLER'S GRAND EVENTS INC ***	251 6254910	00106	790.00				790.00
120758	SOUTHERN HISTORICAL ASSN		00106	75.00				75.00
120774	SOCIETY OF AMERICAN ARCHIVISTS		00106	250.00				250.00
181787	SHARP ELECTRONICS CORPORATION		00106	268.06				268.06
184294	PRINT SHOP, THE	251 937 1772	00106	425.00				425.00
189976	AIR MED CARE NETWORK	843 708 6192	00106	522.50				522.50
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00106	22.50	22.50			
191895	PORTMAN CREATIVE	251 377 5674	00106	1,500.00				1,500.00
	Baldwin Co Archives Fund		00106	4,810.16	22.50			4,787.66
10432	ADT SECURITY SERVICES INC ***		00109	58.89				58.89
14044	BALDWIN ANIMAL CLINIC PC		00109	808.22				808.22
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00109	125.58				125.58
51043	ROBERTSDALE FEED STORE	251 9477786	00109	135.90				135.90
79396	BEHAVIORAL HEALTH SYSTEMS INC		00109	20.84				20.84
84216	W W GRAINGER - FOR PO'S	251 661-1035	00109	68.10				68.10
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00109	25.46				25.46
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00109	6.77				6.77
181787	SHARP ELECTRONICS CORPORATION		00109	219.00				219.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00109	1,071.67	130.14-			1,201.81
187344	CINTAS - UNIFORMS		00109	542.61				542.61

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00109	1,120.00				1,120.00
187817	MWI ANIMAL HEALTH 800	762 4800/2485	00109	817.16				817.16
188391	HILL'S PET NUTRITION INC		00109	572.68				572.68
189976	AIR MED CARE NETWORK 843	708 6192	00109	1,045.00				1,045.00
191016	BAY PEST CONTROL COMPANY INC. 228	875-8908	00109	36.00	36.00			
192919	ELANCO US, INC		00109	1,592.84	83.83-			1,676.67
	Animal Shelter		00109	8,266.72	177.97-			8,444.69
14006	BLOSSMAN GAS - FOLEY 251	9435759	00111	38.22				38.22
14011	BUILDERS HARDWARE & SUPPLY CO 251	9372361PH	00111	17.07				17.07
14029	BAY MINETTE BUILDING SUPPLY 334	9372431	00111	30.10				30.10
25048	EQUIPMENT SALES CO 251	9375313	00111	384.00				384.00
36513	MARTIN MARIETTA MATERIALS 251	6758012SARALAND	00111	8,409.28				8,409.28
40125	MCKINNEY PETROLEUM EQT INC 251	6618800PHONE	00111	610.00				610.00
40589	MOBILE ASPHALT CO LLC 251	4080770	00111	265,173.59	2,640.60-			267,814.19
43932	EVANS MFG 251	6336008	00111	7,343.07				7,343.07
51009	ROBERTSDALE AUTO PARTS INC 334	9472882	00111	629.54				629.54
51040	ROBERTSDALE POWER EQUIPMENT		00111	1,754.51				1,754.51
54037	SOUTH ALABAMA REGIONAL 334	4336541	00111	378.31				378.31
54050	BAY SIDE RUBBER & PRODUCTS 251	6600902	00111	455.24				455.24
55415	SAND & CLAY, INC. 251	928-4601	00111	1,433.25				1,433.25
57071	THOMPSON TRACTOR CO 334	6265100	00111	210,070.03				210,070.03
62623	EMPIRE TRUCK SALES INC 251	3300088PH	00111	136.35				136.35
65007	VULCAN SIGNS 334	9431541	00111	11,159.11				11,159.11
65201	VULCAN MATERIALS CO - PO' 251	6256681	00111	16,802.42				16,802.42
66006	WRIGHTS MOTOR PARTS INC 334	9372591	00111	681.46				681.46
66295	VOLKERT INC ** 251	3421070	00111	9,377.00				9,377.00
66357	WASTE MANAGEMENT OF AL-MOBILE		00111	662.15				662.15
79396	BEHAVIORAL HEALTH SYSTEMS INC		00111	239.68				239.68
83660	ALABAMA PIPE & SUPPLY CO INC 251	6531399	00111	43,648.48				43,648.48
84216	W W GRAINGER - FOR PO'S 251	661-1035	00111	133.74				133.74
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00111	1,486.65				1,486.65
98634	MCPHERSON OIL CO INC/DBA FUELM 800	2398882	00111	755.37				755.37
104310	EMPLOYMENT SCREENING SERVICE 866	8590143	00111	142.50				142.50
105435	CINTAS FIRST AID & SAFETY 251	4437301	00111	889.50				889.50
107086	CITY ELECTRIC SUPPLY - C.E.S.	9291030	00111	99.68				99.68
110162	ZACK LONG DIRT PIT 251	9371441	00111	105.00				105.00
123908	THOMPSON ENGINEERING-PO'S		00111	11,185.00				11,185.00
136872	LOWE'S - DAPHNE	6217620	00111	346.25				346.25
137234	SMITH TRACTOR COMPANY INC - AT	3681720	00111	400.43				400.43
142501	WARRINER DIRT PIT 251	9655079HM&FAX	00111	1,669.50				1,669.50

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
142551	FERGUSON ENTERPRISES INC - DAP 251	6212147	00111	24.30				24.30
147897	NAVIGATION ELECTRONICS INC 800	9491446PH	00111	253.00				253.00
148734	AIRGAS USA, LLC - PO'S		00111	572.54				572.54
150578	MSC INDUSTRIAL DIRECT CO INC * 800	753-7997	00111	152.29				152.29
165673	NEEL-SCHAFFER INC	4712000	00111	4,500.00				4,500.00
169455	W H THOMAS OIL CO INC 205	7552610	00111	1,296.96				1,296.96
180354	CERTIFIED LABORATORIES ** 800	527 9929	00111	144.00				144.00
181290	WESCO - FOLEY - PO'S 251	424 1550	00111	887.88				887.88
181306	COBLENTZ EQUIPMENT & PARTS CO 334	286 9999	00111	210,277.00				210,277.00
181787	SHARP ELECTRONICS CORPORATION		00111	1,701.88				1,701.88
181821	COPY PRODUCTS COMPANY		00111	1,223.99				1,223.99
183743	TRANSUNION RISK & ALTERNATIVE		00111	1.20				1.20
184292	MURPHY'S QUALITY HAY, INC.		00111	1,200.00				1,200.00
185396	MAC'S AUTOGLASS LLC 251	228 2744	00111	575.00				575.00
185594	STAPLES CONTRACT & COMMERCIAL 803	333 8496	00111	630.94	114.10-			745.04
185645	BEARD EQUIPMENT CO - MOBILE		00111	386,300.00				386,300.00
187344	CINTAS - UNIFORMS		00111	2,371.81				2,371.81
188064	FORTILINE WATERWORKS INC ** 251	945 1177	00111	1,058.40				1,058.40
189976	AIR MED CARE NETWORK 843	708 6192	00111	12,540.00				12,540.00
191016	BAY PEST CONTROL COMPANY INC. 228	875-8908	00111	51.00	51.00			
192585	ELTEC 903	938 1901	00111	2,106.58				2,106.58
	7 Cent Gasoline Tax Fund		00111	1,224,515.25	2,703.70-			1,227,218.95
123908	THOMPSON ENGINEERING-PO'S		00118	5,648.00				5,648.00
	Federal Aid Exchange Fund		00118	5,648.00				5,648.00
10064	ALABAMA CORRECTIONAL INDUSTRIES	2613614	00120	1,053.00				1,053.00
10225	UNIV AUBURN-GOVERNMENTAL SERVI	8444782/HALEYCTR	00120	880.00				880.00
21252	DELTA COMPUTER SYSTEMS INC 228	3887688	00120	3,749.00				3,749.00
54037	SOUTH ALABAMA REGIONAL 334	4336541	00120	1,314.06				1,314.06
54042	SWEAT TIRE - ROBERTSDALE		00120	20.00				20.00
79396	BEHAVIORAL HEALTH SYSTEMS INC		00120	93.79				93.79
98634	MCPHERSON OIL CO INC/DBA FUELM 800	2398882	00120	19.56				19.56
105435	CINTAS FIRST AID & SAFETY 251	4437301	00120	142.86				142.86
107220	KEET CONSULTING SERVICES LLC 205	6209843	00120	3,900.00				3,900.00
115852	DADE PAPER & BAG CO 251	9641500	00120	37.18				37.18
181787	SHARP ELECTRONICS CORPORATION		00120	493.30				493.30
183743	TRANSUNION RISK & ALTERNATIVE		00120	59.40				59.40
185594	STAPLES CONTRACT & COMMERCIAL 803	333 8496	00120	771.19				771.19
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00120	845.00				845.00
189976	AIR MED CARE NETWORK 843	708 6192	00120	4,702.50				4,702.50

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
	Reappraisal Fund		00120	18,080.84					18,080.84
10448	A & M PORTABLES INC	251 6790933	00140	230.00					230.00
32419	HUNTER SECURITY INC	251 6265112	00140	25.00					25.00
66357	WASTE MANAGEMENT OF AL-MOBILE		00140	145.83					145.83
79396	BEHAVIORAL HEALTH SYSTEMS INC		00140	10.42					10.42
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00140	1.15					1.15
115852	DADE PAPER & BAG CO	251 9641500	00140	70.40					70.40
181787	SHARP ELECTRONICS CORPORATION		00140	138.85					138.85
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	36.23					36.23
185594	STAPLES CONTRACT & COMMERCIA	803 333 8496	00140	220.02	3.20-				223.22
189976	AIR MED CARE NETWORK	843 708 6192	00140	522.50					522.50
	Council on Aging Fund		00140	1,400.40	3.20-				1,403.60
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	293.90					293.90
54037	SOUTH ALABAMA REGIONAL	334 4336541	00143	700.40					700.40
66357	WASTE MANAGEMENT OF AL-MOBILE		00143	129.09					129.09
79396	BEHAVIORAL HEALTH SYSTEMS INC		00143	62.52					62.52
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00143	241.28					241.28
181787	SHARP ELECTRONICS CORPORATION		00143	304.37					304.37
187344	CINTAS - UNIFORMS		00143	82.80					82.80
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00143	1,030.00					1,030.00
189976	AIR MED CARE NETWORK	843 708 6192	00143	2,612.50					2,612.50
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00143	43.50	43.50				
193080	COMPUTER PRINTING ETC.		00143	525.77					525.77
	Section 18 Fund		00143	6,026.13	43.50				5,982.63
10448	A & M PORTABLES INC	251 6790933	00144	4,212.00					4,212.00
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00144	60.94					60.94
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00144	68.56					68.56
27022	GULF COAST NEWSPAPERS		00144	213.18					213.18
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	214.43					214.43
51040	ROBERTSDALE POWER EQUIPMENT		00144	120.82					120.82
54037	SOUTH ALABAMA REGIONAL	334 4336541	00144	83.66					83.66
54042	SWEAT TIRE - ROBERTSDALE		00144	336.14					336.14
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00144	23.57					23.57
66357	WASTE MANAGEMENT OF AL-MOBILE		00144	235.20					235.20
79396	BEHAVIORAL HEALTH SYSTEMS INC		00144	31.26					31.26
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	11.34					11.34
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	53.84					53.84
103114	BAY UTILITY TRAILERS INC	251 9436683	00144	400.00					400.00
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00144	120.50					120.50
111510	ALLIANCE PUBLISHING GROUP		00144	800.00					800.00

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0	
115852	DADE PAPER & BAG CO	251	9641500	00144	1,193.55				1,193.55
136872	LOWE'S - DAPHNE		6217620	00144	597.94				597.94
146165	BALDWIN FEED AND SEED LLC		9379166	00144	64.00				64.00
148734	AIRGAS USA, LLC - PO'S			00144	360.64				360.64
162616	SWEAT TIRE - BAY MINETTE		5808473	00144	20.00				20.00
180100	CLEVERDON FARMS	251	943-1170	00144	78.40				78.40
181787	SHARP ELECTRONICS CORPORATION			00144	28.74				28.74
182059	SUNSOUTH LLC	251	943 5091	00144	522.08				522.08
182244	COASTAL INDUSTRIAL SUPPLY	251	947 9400	00144	68.25				68.25
183631	DEERE & COMPANY			00144	108,926.51				108,926.51
184603	ANDREW'S DIESEL & AUTOMOTIVE R	251	591 1596	00144	3,307.69				3,307.69
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00144	100.50				100.50
187344	CINTAS - UNIFORMS			00144	434.64				434.64
187695	CINTAS LOCATION #211 - PURCHAS	251	443 7301	00144	1,325.00				1,325.00
187986	CLARK EQUIPMENT CO. D/B/A BOBC			00144	72,241.27				72,241.27
189976	AIR MED CARE NETWORK	843	708 6192	00144	1,567.50				1,567.50
	Parks Fund			00144	197,822.15				197,822.15
113603	BAY AREA PRINTING & GRAPHICS S	850	4336864	00146	225.00				225.00
181787	SHARP ELECTRONICS CORPORATION			00146	187.71				187.71
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00146	75.06				75.06
	Eastern Shore Metro Planning O			00146	487.77				487.77
43932	EVANS MFG	251	6336008	00165	225.00				225.00
142501	WARRINER DIRT PIT	251	9655079HM&FAX	00165	4,662.00				4,662.00
	Gulf Mexico EnergySec Act 2006			00165	4,887.00				4,887.00
192791	KEYPORT WAREHOUSING, INC.	251	9644607	00180	390.00				390.00
	State Grants			00180	390.00				390.00
123781	REGIONS BANK CORP TRUST			00304	1,100.00				1,100.00
	Debt Service Fund			00304	1,100.00				1,100.00
10448	A & M PORTABLES INC	251	6790933	00510	525.00				525.00
14579	BALDWIN CNTY JUDGE OF PROBATE			00510	23.00				23.00
19039	COWIN EQUIPMENT CO - MOBILE		6334020	00510	3,221.92				3,221.92
21179	DAVISON OIL COMPANY INC	334	633-4444	00510	750.00				750.00
27030	GULF CHRYSLER PLYMOUTH DODGE	251	9435075	00510	857.51				857.51
40034	MATHES OF ALABAMA-FOLEY	251	943 8551	00510	90.54				90.54
43932	EVANS MFG	251	6336008	00510	5,437.80				5,437.80
51009	ROBERTSDALE AUTO PARTS INC	334	9472882	00510	38.60				38.60
54037	SOUTH ALABAMA REGIONAL	334	4336541	00510	3,633.11				3,633.11
54549	SWANA-SOLID WASTE ASSN OF NORT	800	4679262	00510	150.00				150.00
56733	SERVICEMASTER ACTION CLEANING	800	943-3899	00510	1,697.00				1,697.00
57071	THOMPSON TRACTOR CO	334	6265100	00510	37,923.68	21.44-			37,945.12

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00510	500.00				500.00
68013	SOUTHEASTERN EQUIPMENT CO/ PO706	7984361	00510	1,681.89				1,681.89
79396	BEHAVIORAL HEALTH SYSTEMS INC		00510	62.52				62.52
84216	W W GRAINGER - FOR PO'S 251	661-1035	00510	1,604.34				1,604.34
87716	LOWE'S FOLEY - 057700034	9705307	00510	251.58	167.07-			418.65
89375	PITTMAN TRACTOR CO INC	6213555	00510	4,950.00				4,950.00
97199	RACINE'S FEED GARDEN & SUPPLY 251	9473003	00510	420.00				420.00
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00510	583.78				583.78
102875	CDW - GOVERNMENT, INC - PO 866	3393526	00510	1,011.07				1,011.07
104310	EMPLOYMENT SCREENING SERVICE866	8590143	00510	40.75				40.75
120432	HI-LINE - FOR PURCHASE ORDERS		00510	895.92				895.92
136354	G T MICHELLI SCALES - PO'S 251	6613656PH	00510	1,990.00				1,990.00
142404	SCS FIELD SERVICES		00510	5,763.00				5,763.00
142551	FERGUSON ENTERPRISES INC - DAP 251	6212147	00510	29.48				29.48
158107	KIMBALL MIDWEST - PO PO	ONLY	00510	694.22				694.22
159556	FASTENAL - SUMMERDALE	9476002	00510	141.22				141.22
159767	CORE COMPUTING SOLUTIONS INC		00510	2,290.10				2,290.10
181164	CRITTER GITTER PEST CONTROL 850	455-6500	00510	125.00				125.00
181290	WESCO - FOLEY - PO'S 251	424 1550	00510	259.19				259.19
181787	SHARP ELECTRONICS CORPORATION		00510	1,239.90				1,239.90
183277	ALABAMA RECYCLING COALITION		00510	150.00				150.00
185594	STAPLES CONTRACT & COMMERCIA803	333 8496	00510	2,164.93	2.76-			2,167.69
185645	BEARD EQUIPMENT CO - MOBILE		00510	3,456.68				3,456.68
185989	HIGHLAND TECHNICAL SERVICES IN205	985 4874	00510	1,260.00				1,260.00
187344	CINTAS - UNIFORMS		00510	1,169.63				1,169.63
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00510	390.00				390.00
189976	AIR MED CARE NETWORK 843	708 6192	00510	3,135.00				3,135.00
191016	BAY PEST CONTROL COMPANY INC. 228	875-8908	00510	47.50	47.50			
	Solid Waste Fund		00510	90,655.86	143.77-			90,799.63
510	SOLID WASTE FUND 251	9370264	00511	124,680.72				124,680.72
14029	BAY MINETTE BUILDING SUPPLY 334	9372431	00511	34.38				34.38
27030	GULF CHRYSLER PLYMOUTH DODGE251	9435075	00511	1,171.20				1,171.20
27242	GULF COAST TRUCK & EQUIPMENT C334	4762744	00511	41.62				41.62
40569	NOTARY PUBLIC UNDERWRITERS		00511	119.50				119.50
51009	ROBERTSDALE AUTO PARTS INC 334	9472882	00511	101.24				101.24
54037	SOUTH ALABAMA REGIONAL 334	4336541	00511	8,393.92				8,393.92
54050	BAY SIDE RUBBER & PRODUCTS 251	6600902	00511	524.40				524.40
57327	TONY'S TOWING INC 251	9287334	00511	1,852.50				1,852.50
79396	BEHAVIORAL HEALTH SYSTEMS INC		00511	114.63				114.63
84216	W W GRAINGER - FOR PO'S 251	661-1035	00511	120.56				120.56

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
87716	LOWE'S FOLEY - 057700034	9705307	00511	1,928.10	1,622.60-			3,550.70
98394	SOUTH BALDWIN REGIONAL MEDICA314	9523400	00511	87.90				87.90
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00511	672.60				672.60
103000	OTTO ENVIRONMENTAL SYSTEMS 678-	4327558PH	00511	128.50				128.50
107220	KEET CONSULTING SERVICES LLC 205	6209843	00511	1,300.00				1,300.00
114420	RUSH TRUCK CENTER - THEODORE 251	4597300	00511	118.44				118.44
120432	HI-LINE - FOR PURCHASE ORDERS		00511	790.20				790.20
159556	FASTENAL - SUMMERDALE	9476002	00511	20.32				20.32
159767	CORE COMPUTING SOLUTIONS INC		00511	7,237.42				7,237.42
180153	CAPITAL VOLVO TRUCK & TRAILER 251	452 0520	00511	244.40	360.00-			604.40
181290	WESCO - FOLEY - PO'S 251	424 1550	00511	246.12				246.12
181787	SHARP ELECTRONICS CORPORATION		00511	280.77				280.77
183743	TRANSUNION RISK & ALTERNATIVE		00511	560.00				560.00
185594	STAPLES CONTRACT & COMMERCIAL803	333 8496	00511	376.29				376.29
187344	CINTAS - UNIFORMS		00511	553.90				553.90
189486	GSP MARKETING INC 814	445 5866	00511	120,847.80				120,847.80
189976	AIR MED CARE NETWORK 843	708 6192	00511	6,270.00				6,270.00
191947	QUADIENT LEASING USA, INC.		00511	919.86				919.86
193111	ALFORD, ERIK (R)		00511	32.00				32.00
193112	BARKHOUSE, AMY (R)		00511	16.00				16.00
193113	BROGAN, CHRISTINE (R)		00511	16.00				16.00
193114	COBERLY, ALYSA & JAIME (R)		00511	16.00				16.00
193115	REYES, CASSIE OR DIANNE CRENSH		00511	16.00				16.00
193116	HANGEN, IDA (R)		00511	16.00				16.00
193117	LEWIS, AMANDA (R)		00511	30.00				30.00
193118	MARTINSON, ERZEBET (R)		00511	30.00				30.00
193119	MUSSMAN, RICHARD LEE (R)		00511	30.00				30.00
193120	OWEN, ROBERT J (R)		00511	64.00				64.00
193121	PIERCE, BRUCE D & CARLA (R)		00511	32.00				32.00
193122	RUSHING, COREY (R)		00511	30.00				30.00
193123	RUSHING, CORY C (R)		00511	30.00				30.00
193124	CYPHER, ELIZABETH / DAVID (R)		00511	16.00				16.00
193125	REYES, JUAN (R)		00511	30.00				30.00
193126	TATUM, DEBORAH & TOM (R)		00511	16.00				16.00
193127	TURNER, MICHAEL (R)		00511	30.00				30.00
193128	WAGNER, JOHN A (R)		00511	16.00				16.00
	Solid Waste Collection Fund		00511	280,203.29	1,982.60-			282,185.89
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00708	22.20				22.20
181136	B I INCORPORATED		00708	22,903.74				22,903.74
181787	SHARP ELECTRONICS CORPORATION		00708	244.12				244.12

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
185594	STAPLES CONTRACT & COMMERCIA	803 333 8496	00708	259.85				259.85
	Community Corrections		00708	23,429.91				23,429.91
181821	COPY PRODUCTS COMPANY		00721	80.00				80.00
	Data Processing Fee Fund		00721	80.00				80.00
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00740	1,133.87				1,133.87
66391	XEROX CORP		00740	302.00				302.00
99514	MATTHEW BENDER*		00740	398.31				398.31
180834	COX, DEANNA VICICH		00740	900.00				900.00
181809	RUFFIN, LORI G		00740	209.00				209.00
191743	DENNISE WOLSTENHOLME		00740	1,200.00				1,200.00
	Law Library Fund		00740	4,143.18				4,143.18
54083	SOUTH ALABAMA REGIONAL	251 4336541	00741	252.08				252.08
	AAA Donations Fund		00741	252.08				252.08
116126	HISTORIC BLAKELY AUTHORITY		00742	39,536.34				39,536.34
	Historic Parks Fund		00742	39,536.34				39,536.34
185594	STAPLES CONTRACT & COMMERCIA	803 333 8496	00780		47.27-			47.27
	Donation Trust Fund		00780		47.27-			47.27
186450	PARTNERS MANAGING GENERAL UNDE		00790	62,065.08				62,065.08
	Self Insurance Trust		00790	62,065.08				62,065.08
	Grand Total(s)		00790	17,335,894.84	108,866.02			17,227,028.82

Baldwin County Commission

Agenda Action Form

File #: 21-0371, **Version:** 1 **Item #:** EA2

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Eva Cutsinger, 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 $4,633,042.53 (four million, six hundred thirty-three thousand, forty-two dollars and fifty-three 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
January 19, 2021

	Vendor Summary	Totals	Brief Description
1	AFLAC	42,054.67	Payroll
2	AFLAC CAIC	256.20	Payroll
3	AL STATE DEPT OF REVENUE	153.53	Payroll
4	AL STATE DEPT OF REVENUE COLLECTION SVCS	390.48	Payroll
5	ALABAMA CHILD SUPPORT PAYMENT CENTER	2,336.91	Payroll
6	ALABAMA INCOME TAX DIVISION	86,556.03	Payroll
7	ALSTATE DEPT OF INDUSTRIAL RELATIONS	3,183.04	Payroll
8	AT&T	1,325.89	Telephone
9	BALDWIN CNTY COMMISSION - BOOTS	5,997.50	Payroll
10	BALDWIN CNTY COMMISSION - DENTAL 790	14,012.25	Payroll
11	BALDWIN CNTY COMMISSION - HEALTH	528,765.50	Payroll
12	BALDWIN CNTY SHERIFF'S OFFICE	993,769.57	Payroll
13	BALDWIN EMC	7,509.00	Utilities
14	BAY MINETTE LAND CO	1,000.00	Lease Agreement; BOR
15	BLUE CROSS & BLUE SHIELD OF AL	320,020.38	Payroll
16	CAMPBELL,JO ANN PARMAR	150.00	Election Worker
17	COOK, ROBERT M & STEPHENIA K.	328.40	Land Redemption
18	CORRECTIONAL PEACE OFFICERS FOUNDATION	15.00	Payroll
19	CRANE TITLE, INC.	1,995,923.08	Property Purchase-CR6 Bon Secour
20	DEPARTMENT OF CHILDREN AND FAMILY SVC	539.98	Payroll
21	FIVES, KATINA	125.00	Election Worker
22	FIVES, WILLIAM PAUL	125.00	Election Worker
23	FLEXIBLE BENEFITS	10,577.62	Payroll
24	FLORIDA, STATE OF DISBURSEMENT UNIT	149.89	Payroll
25	FRONTIER COMMUNICATIONS	14.70	Payroll
26	IRS-TAX PAYMENT	241,386.73	Payroll
27	LIBERTY NATIONAL LIFE	9,664.33	Payroll
28	LOXLEY, TOWN OF	362.17	Utilities
29	MCGUFF,SHARON B	150.00	Election Worker
30	METROPOLITAN LIFE INS CO (COBRA)	108.94	Payroll
31	METROPOLITAN LIFE INSURANCE (LONG-TERM)	4,547.64	Payroll
32	METROPOLITAN LIFE INSURANCE (SHORT-TERM)	3,789.89	Payroll
33	METROPOLITAN LIFE INSURANCE CO (GROUP)	2,816.13	Payroll
34	METROPOLITAN LIFE INSURANCE CO (VISION)	6,997.33	Payroll
35	METROPOLITAN LIFE INSURANCE CO (VOL)	10,880.41	Payroll
36	MILLS, BOBBY	214.00	Refund; Solid Waste
37	NATIONWIDE RETIREMENT SOLUTIONS	17,848.50	Payroll
38	NORTH BALDWIN UTILITIES	36,789.97	Utilities
39	O'BRIEN, DANIEL	1,329.14	Payroll
40	PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities
41	PRESCOTT, JEAN MARC OR TYLER PRESCOTT	6,521.97	Land Redemption
42	PRESCOTT, JOHN HANSEL	332.20	Land Redemption
43	PRESCOTT, TYLER MONTANA JUL	111.48	Land Redemption
44	RETIREMENT SYSTEMS OF AL	165,391.55	Payroll
45	REVENUE COMMISSION-TEDDY FAUST	1,108.80	Property Tax
46	RIVIERA UTILITIES	2,818.06	Utilities
47	ROBERTSDALE, CITY OF	28,128.00	Utilities
48	SILVERHILL, TOWN OF	195.79	Utilities
49	SMITH, JODIE M	125.00	Election Worker
50	SMITH, RHONDA BENTON	125.00	Election Worker
51	SOUTHERN LINC WIRELESS	1,984.62	Telephone
52	THE LIVING TRUST OF TOMMY GENE MURPHREE	3,744.88	Land Redemption
53	THOMAS, MARGARET	321.00	Refund; Solid Waste
54	UNITED WAY OF BALDWIN CNTY	305.00	Payroll
55	VERIZON WIRELESS	69,335.66	Telephone
56	VICKREY, JOIE	125.00	Election Worker
57	WISE, JODY L CIRCUIT CLERK	50.00	Payroll
58	YOUNG,VICKIE BISHOP	135.00	Election Worker
	Grand Total	**4,633,042.53**	

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
10346	AFLAC	800 9923522	00001	5,920.40	.01-				5,920.41
170616	AFLAC CAIC		00001	112.54					112.54
	General Fund		00001	6,032.94	.01-				6,032.95
10346	AFLAC	800 9923522	00105	1,058.96					1,058.96
	Juvenile Detention Fac Fund		00105	1,058.96					1,058.96
10346	AFLAC	800 9923522	00109	288.22					288.22
	Animal Shelter		00109	288.22					288.22
10346	AFLAC	800 9923522	00111	5,646.31					5,646.31
170616	AFLAC CAIC		00111	15.56					15.56
	7 Cent Gasoline Tax Fund		00111	5,661.87					5,661.87
10346	AFLAC	800 9923522	00120	716.34					716.34
	Reappraisal Fund		00120	716.34					716.34
10346	AFLAC	800 9923522	00140	128.72					128.72
	Council on Aging Fund		00140	128.72					128.72
10346	AFLAC	800 9923522	00143	529.84					529.84
	Section 18 Fund		00143	529.84					529.84
10346	AFLAC	800 9923522	00144	767.52					767.52
	Parks Fund		00144	767.52					767.52
10346	AFLAC	800 9923522	00146	119.48					119.48
	Eastern Shore Metro Planning O		00146	119.48					119.48
10346	AFLAC	800 9923522	00510	2,143.38					2,143.38
	Solid Waste Fund		00510	2,143.38					2,143.38
10346	AFLAC	800 9923522	00511	3,797.68					3,797.68
	Solid Waste Collection Fund		00511	3,797.68					3,797.68
	Grand Total(s)		00511	21,244.95	.01-				21,244.96

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854689 Type M Date 12/29/2020 User ID 189171							
PN	9205541			12/29/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	42,907.28-			D			
PV	532807	00790	001	12/29/2020		42257-999 1012021	BCC MONTHLY ADMIN FEE 1/1-2/1							
						Cash	00018481		42,907.28-	AA				
							Totals for Bank Account	42,907.28-	42,907.28-					
							Totals for Batch	42,907.28-	42,907.28-					
							User Total	42,907.28-	42,907.28-					
							Grand Total	42,907.28-	42,907.28-					

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
19003	NORTH BALDWIN UTILITIES		00001	32,667.13	32,667.13				
51003	RIVIERA UTILITIES		00001	243.33					243.33
54257	FRONTIER COMMUNICATIONS		00001	14.70					14.70
62367	SOUTHERN LINC WIRELESS		00001	372.33					372.33
152240	VERIZON WIRELESS **		00001	20.04					20.04
	General Fund		00001	33,317.53	32,667.13				650.40
19003	NORTH BALDWIN UTILITIES		00104	28.42	28.42				
	Legislative Del Off Fund		00104	28.42	28.42				
19003	NORTH BALDWIN UTILITIES		00105	776.57	776.57				
	Juvenile Detention Fac Fund		00105	776.57	776.57				
14005	BALDWIN EMC	251 9890118	00109	2,440.00	2,440.00				
	Animal Shelter		00109	2,440.00	2,440.00				
14005	BALDWIN EMC	251 9890118	00111	886.00	886.00				
19003	NORTH BALDWIN UTILITIES		00111	2,401.24	2,401.24				
51003	RIVIERA UTILITIES		00111	2,169.68					2,169.68
62367	SOUTHERN LINC WIRELESS		00111	951.07					951.07
	7 Cent Gasoline Tax Fund		00111	6,407.99	3,287.24				3,120.75
57069	LOXLEY, TOWN OF (UTILITIES)		00140	27.56					27.56
	Council on Aging Fund		00140	27.56					27.56
19003	NORTH BALDWIN UTILITIES		00143	207.50	207.50				
51003	RIVIERA UTILITIES		00143	55.59					55.59
	Section 18 Fund		00143	263.09	207.50				55.59
14005	BALDWIN EMC	251 9890118	00144	672.00	672.00				
51003	RIVIERA UTILITIES		00144	219.65					219.65
62367	SOUTHERN LINC WIRELESS		00144	386.67					386.67
	Parks Fund		00144	1,278.32	672.00				606.32
14005	BALDWIN EMC	251 9890118	00510	3,079.00	3,079.00				
19003	NORTH BALDWIN UTILITIES		00510	630.31	630.31				
57069	LOXLEY, TOWN OF (UTILITIES)		00510	334.61					334.61
62367	SOUTHERN LINC WIRELESS		00510	60.00					60.00
	Solid Waste Fund		00510	4,103.92	3,709.31				394.61
62367	SOUTHERN LINC WIRELESS		00511	214.55					214.55
	Solid Waste Collection Fund		00511	214.55					214.55
19003	NORTH BALDWIN UTILITIES		00708	78.80	78.80				
	Community Corrections		00708	78.80	78.80				
128434	PRESCOTT, TYLER MONTANA JUL	334 456-9822	00725	111.48					111.48
174393	PRESCOTT, JEAN MARC OR TYLER P		00725	6,521.97					6,521.97
192301	COOK, ROBERT M & STEPHENIA K.		00725	328.40					328.40
	Land Redemption Fund		00725	6,961.85					6,961.85

Supplier					Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
Grand Total(s)			00725	55,898.60	43,866.97				12,031.63

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854716 Type M Date 12/30/2020		User ID 189171					
PN	9205542			12/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,547.20-			D			
PV	532825	00790	001	12/30/2020		42257 999 12252020	BCC WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		1,547.20-	AA				
PN	9205542			12/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,187.32-			D			
PV	532825	00790	002	12/30/2020		42257 999 12252020	BCC WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		1,187.32-	AA				
PN	9205542			12/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	328.14-			D			
PV	532825	00790	003	12/30/2020		42257 999 12252020	BCC WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		328.14-	AA				
PN	9205542			12/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	86,435.08-			D			
PV	532825	00790	004	12/30/2020		42257 999 12252020	BCC WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		86,435.08-	AA				
PN	9205542			12/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	4,330.21-			D			
PV	532825	00790	005	12/30/2020		42257 999 12252020	BCC WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		4,330.21-	AA				
PN	9205542			12/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	5,702.95-			D			
PV	532825	00790	006	12/30/2020		42257 999 12252020	BCC WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		5,702.95-	AA				
						Totals for Bank Account		99,530.90-	99,530.90-					
						Totals for Batch		99,530.90-	99,530.90-					
						User Total		99,530.90-	99,530.90-					

Document: Ty	Payment Voucher	Co.	Item	Date Payment	Co. / G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Grand Total		99,530.90-	99,530.90-					

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
64733	SMITH, JODIE M	251 9375039	00001	125.00				125.00
20157151	FIVES, KATINA		00001	125.00				125.00
20328988	FIVES, WILLIAM PAUL		00001	125.00				125.00
50001801	YOUNG,VICKIE BISHOP	251 928-1052	00001	135.00				135.00
50024163	MCGUFF,SHARON B	251 937-9142	00001	150.00				150.00
50035143	CAMPBELL,JO ANN PARMAR	251 928-7315	00001	150.00				150.00
73004079	VICKREY, JOIE		00001	125.00				125.00
73027729	SMITH, RHONDA BENTON		00001	125.00				125.00
	General Fund		00001	1,060.00				1,060.00
	Grand Total(s)		00001	1,060.00				1,060.00

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854725 Type M Date 12/31/2020		User ID 189171					
PN	9205543			12/31/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	370.00-			D			
PV	532834	00790	001	12/31/2020		12252020	BCSO WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		370.00-	AA				
PN	9205543			12/31/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	597.80-			D			
PV	532834	00790	002	12/31/2020		12252020	BCSO WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		597.80-	AA				
PN	9205543			12/31/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	116.14-			D			
PV	532834	00790	003	12/31/2020		12252020	BCSO WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		116.14-	AA				
PN	9205543			12/31/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	23,695.47-			D			
PV	532834	00790	004	12/31/2020		12252020	BCSO WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		23,695.47-	AA				
PN	9205543			12/31/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	368.58-			D			
PV	532834	00790	005	12/31/2020		12252020	BCSO WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		368.58-	AA				
PN	9205543			12/31/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	78.01-			D			
PV	532834	00790	006	12/31/2020		12252020	BCSO WEEKLY CLAIMS 12/21-12/25							
						Cash	00018481		78.01-	AA				
							Totals for Bank Account	25,226.00-	25,226.00-					
							Totals for Batch	25,226.00-	25,226.00-					
							User Total	25,226.00-	25,226.00-					

Document Ty	Payment Voucher	Co.	Item	Date Payment	Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
							Grand Total		25,226.00-	25,226.00-					

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854756	Type M	Date 1/4/2021	User ID			DGBRYARS	
PN	9205544			1/4/2021	00001	ALABAMA INCOME TAX DIVISION	10365	16,560.21-			D			
T7	531280	00001	001	12/11/2020		1208209070835	37585 Payroll Taxes							
						Cash	00018481		16,560.21-	AA				
PN	9205544			1/4/2021	00103	ALABAMA INCOME TAX DIVISION	10365	49.78-			D			
T7	531281	00103	001	12/11/2020		1208209070836	37585 Payroll Taxes							
						Cash	00018481		49.78-	AA				
PN	9205544			1/4/2021	00104	ALABAMA INCOME TAX DIVISION	10365	158.56-			D			
T7	531282	00104	001	12/11/2020		1208209070837	37585 Payroll Taxes							
						Cash	00018481		158.56-	AA				
PN	9205544			1/4/2021	00105	ALABAMA INCOME TAX DIVISION	10365	1,325.67-			D			
T7	531283	00105	001	12/11/2020		1208209070838	37585 Payroll Taxes							
						Cash	00018481		1,325.67-	AA				
PN	9205544			1/4/2021	00106	ALABAMA INCOME TAX DIVISION	10365	273.65-			D			
T7	531284	00106	001	12/11/2020		1208209070839	37585 Payroll Taxes							
						Cash	00018481		273.65-	AA				
PN	9205544			1/4/2021	00109	ALABAMA INCOME TAX DIVISION	10365	571.24-			D			
T7	531286	00109	001	12/11/2020		1208209070840	37585 Payroll Taxes							
						Cash	00018481		571.24-	AA				
PN	9205544			1/4/2021	00111	ALABAMA INCOME TAX DIVISION	10365	9,161.89-			D			
T7	531287	00111	001	12/11/2020		1208209070841	37585 Payroll Taxes							
						Cash	00018481		9,161.89-	AA				
PN	9205544			1/4/2021	00120	ALABAMA INCOME TAX DIVISION	10365	2,908.18-			D			
T7	531288	00120	001	12/11/2020		1208209070842	37585 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		2,908.18-	AA				
PN	9205544			1/4/2021	00140	ALABAMA INCOME TAX DIVISION	10365	490.96-			D			
T7	531289	00140	001	12/11/2020		1208209070843	37585 Payroll Taxes							
						Cash	00018481		490.96-	AA				
PN	9205544			1/4/2021	00143	ALABAMA INCOME TAX DIVISION	10365	1,665.29-			D			
T7	531290	00143	001	12/11/2020		1208209070844	37585 Payroll Taxes							
						Cash	00018481		1,665.29-	AA				
PN	9205544			1/4/2021	00144	ALABAMA INCOME TAX DIVISION	10365	927.16-			D			
T7	531291	00144	001	12/11/2020		1208209070845	37585 Payroll Taxes							
						Cash	00018481		927.16-	AA				
PN	9205544			1/4/2021	00146	ALABAMA INCOME TAX DIVISION	10365	131.95-			D			
T7	531292	00146	001	12/11/2020		1208209070846	37585 Payroll Taxes							
						Cash	00018481		131.95-	AA				
PN	9205544			1/4/2021	00510	ALABAMA INCOME TAX DIVISION	10365	3,482.58-			D			
T7	531293	00510	001	12/11/2020		1208209070847	37585 Payroll Taxes							
						Cash	00018481		3,482.58-	AA				
PN	9205544			1/4/2021	00511	ALABAMA INCOME TAX DIVISION	10365	4,484.88-			D			
T7	531294	00511	001	12/11/2020		1208209070848	37585 Payroll Taxes							
						Cash	00018481		4,484.88-	AA				
PN	9205544			1/4/2021	00740	ALABAMA INCOME TAX DIVISION	10365	26.94-			D			
T7	531295	00740	001	12/11/2020		1208209070849	37585 Payroll Taxes							
						Cash	00018481		26.94-	AA				
PN	9205544			1/4/2021	00001	ALABAMA INCOME TAX DIVISION	10365	1,496.13-			D			
T7	531451	00001	001	12/15/2020		1211201005333	37585 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		1,496.13-	AA				
PN	9205544			1/4/2021	00001	ALABAMA INCOME TAX DIVISION	10365	16,923.90-			D			
T7	532333	00001	001	12/24/2020		12222011512735	37585 Payroll Taxes							
						Cash	00018481		16,923.90-	AA				
PN	9205544			1/4/2021	00103	ALABAMA INCOME TAX DIVISION	10365	50.34-			D			
T7	532334	00103	001	12/24/2020		12222011512736	37585 Payroll Taxes							
						Cash	00018481		50.34-	AA				
PN	9205544			1/4/2021	00104	ALABAMA INCOME TAX DIVISION	10365	158.56-			D			
T7	532335	00104	001	12/24/2020		12222011512737	37585 Payroll Taxes							
						Cash	00018481		158.56-	AA				
PN	9205544			1/4/2021	00105	ALABAMA INCOME TAX DIVISION	10365	1,152.13-			D			
T7	532336	00105	001	12/24/2020		12222011512738	37585 Payroll Taxes							
						Cash	00018481		1,152.13-	AA				
PN	9205544			1/4/2021	00106	ALABAMA INCOME TAX DIVISION	10365	213.22-			D			
T7	532337	00106	001	12/24/2020		12222011512739	37585 Payroll Taxes							
						Cash	00018481		213.22-	AA				
PN	9205544			1/4/2021	00109	ALABAMA INCOME TAX DIVISION	10365	554.78-			D			
T7	532339	00109	001	12/24/2020		12222011512740	37585 Payroll Taxes							
						Cash	00018481		554.78-	AA				
PN	9205544			1/4/2021	00111	ALABAMA INCOME TAX DIVISION	10365	9,813.20-			D			
T7	532340	00111	001	12/24/2020		12222011512741	37585 Payroll Taxes							
						Cash	00018481		9,813.20-	AA				
PN	9205544			1/4/2021	00120	ALABAMA INCOME TAX DIVISION	10365	2,939.71-			D			
T7	532341	00120	001	12/24/2020		12222011512742	37585 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		2,939.71-	AA				
PN	9205544			1/4/2021	00140	ALABAMA INCOME TAX DIVISION	10365	486.31-			D			
T7	532342	00140	001	12/24/2020		12222011512743	37585 Payroll Taxes							
						Cash	00018481		486.31-	AA				
PN	9205544			1/4/2021	00143	ALABAMA INCOME TAX DIVISION	10365	1,716.88-			D			
T7	532343	00143	001	12/24/2020		12222011512744	37585 Payroll Taxes							
						Cash	00018481		1,716.88-	AA				
PN	9205544			1/4/2021	00144	ALABAMA INCOME TAX DIVISION	10365	975.38-			D			
T7	532344	00144	001	12/24/2020		12222011512745	37585 Payroll Taxes							
						Cash	00018481		975.38-	AA				
PN	9205544			1/4/2021	00146	ALABAMA INCOME TAX DIVISION	10365	133.48-			D			
T7	532345	00146	001	12/24/2020		12222011512746	37585 Payroll Taxes							
						Cash	00018481		133.48-	AA				
PN	9205544			1/4/2021	00510	ALABAMA INCOME TAX DIVISION	10365	3,669.62-			D			
T7	532346	00510	001	12/24/2020		12222011512747	37585 Payroll Taxes							
						Cash	00018481		3,669.62-	AA				
PN	9205544			1/4/2021	00511	ALABAMA INCOME TAX DIVISION	10365	4,022.81-			D			
T7	532347	00511	001	12/24/2020		12222011512748	37585 Payroll Taxes							
						Cash	00018481		4,022.81-	AA				
PN	9205544			1/4/2021	00740	ALABAMA INCOME TAX DIVISION	10365	30.64-			D			
T7	532348	00740	001	12/24/2020		12222011512749	37585 Payroll Taxes							
						Cash	00018481		30.64-	AA				
						Totals for Bank Account		86,556.03-	86,556.03-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts Payment Amount Discount Taken	Amounts G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
							Totals for Batch	86,556.03-	86,556.03-					
							User Total	86,556.03-	86,556.03-					
							Grand Total	86,556.03-	86,556.03-					

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
160750	REVENUE COMMISSION-TEDDY FAUST		00001	1,108.80	1,108.80				
	General Fund		00001	1,108.80	1,108.80				
	Grand Total(s)		00001	1,108.80	1,108.80				

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854792 Type M Date 1/5/2021	User ID 189171						
PN	9205546			1/5/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	22,128.67-			D			
PV	533108	00790	001	1/5/2021		42257-998 1012021	BCSO MONTHLY ADMIN FEE 1/1-2/1							
						Cash	00018481		22,128.67-	AA				
							Totals for Bank Account	22,128.67-	22,128.67-					
							Totals for Batch	22,128.67-	22,128.67-					
							User Total	22,128.67-	22,128.67-					
							Grand Total	22,128.67-	22,128.67-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger / Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854798	Type M	Date 1/5/2021	User ID			DGBRYARS	
PN	9205547			12/16/2020	00111	RETIREMENT SYSTEMS OF AL	51059	892.30-					D	
PV	533125	00111	001	12/16/2020		1206201	BRAXTON HILL							
						Cash	00018481		892.30-	AA				
PN	9205547			12/16/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.02-					D	
PV	533126	00001	001	12/16/2020		1206202	ADJUSTMENT							
						Cash	00018481		.02-	AA				
						Totals for Bank Account		892.32-	892.32-					
						Totals for Batch		892.32-	892.32-					
						User Total		892.32-	892.32-					
						Grand Total		892.32-	892.32-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854809	Type M	Date 1/6/2021	User ID	RBENSON			
PN	9205548			1/6/2021	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	348,383.91-			D			
PV	533412	00001	001	1/6/2021		1062021	PAYROLL 1/8/21							
						Cash	00018481		348,383.91-	AA				
PN	9205548			1/6/2021	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	169,893.18-			D			
PV	533412	00001	002	1/6/2021		1062021	PAYROLL 1/8/21							
						Cash	00018481		169,893.18-	AA				
PN	9205548			1/6/2021	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	13,760.55-			D			
PV	533412	00001	003	1/6/2021		1062021	PAYROLL 1/8/21							
						Cash	00018481		13,760.55-	AA				
PN	9205548			1/6/2021	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	288,416.72-			D			
PV	533412	00001	004	1/6/2021		1062021	PAYROLL 1/8/21							
						Cash	00018481		288,416.72-	AA				
PN	9205548			1/6/2021	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	162,483.36-			D			
PV	533412	00001	005	1/6/2021		1062021	PAYROLL 1/8/21							
						Cash	00018481		162,483.36-	AA				
PN	9205548			1/6/2021	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	10,831.85-			D			
PV	533412	00001	006	1/6/2021		1062021	PAYROLL 1/8/21							
						Cash	00018481		10,831.85-	AA				
						Totals for Bank Account		993,769.57-	993,769.57-					
						Totals for Batch		993,769.57-	993,769.57-					
						User Total		993,769.57-	993,769.57-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts Payment Amount Discount Taken	Amounts G/L Distribution	LT	PC	PI	Subledger	/Type	Tax Amount
						Grand Total		993,769.57-	993,769.57-						

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854812 Type M Date 1/6/2021		User ID 189171					
PN	9205549			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	70.00-			D			
PV	533425	00790	001	1/6/2021		42257 998 1012021	BCSO WEEKLY CLAIMS 12/28-1/1							
						Cash	00018481		70.00-	AA				
PN	9205549			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	334.60-			D			
PV	533425	00790	002	1/6/2021		42257 998 1012021	BCSO WEEKLY CLAIMS 12/28-1/1							
						Cash	00018481		334.60-	AA				
PN	9205549			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	48.55-			D			
PV	533425	00790	003	1/6/2021		42257 998 1012021	BCSO WEEKLY CLAIMS 12/28-1/1							
						Cash	00018481		48.55-	AA				
PN	9205549			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	39,905.78-			D			
PV	533425	00790	004	1/6/2021		42257 998 1012021	BCSO WEEKLY CLAIMS 12/28-1/1							
						Cash	00018481		39,905.78-	AA				
PN	9205549			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	7,057.39-			D			
PV	533425	00790	005	1/6/2021		42257 998 1012021	BCSO WEEKLY CLAIMS 12/28-1/1							
						Cash	00018481		7,057.39-	AA				
PN	9205550			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	755.80-			D			
PV	533426	00790	001	1/6/2021		42257 999 1012021	BCC WEEKLY CLAIMS 12/28-1/1							
						Cash	00018481		755.80-	AA				
PN	9205550			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	601.00-			D			
PV	533426	00790	002	1/6/2021		42257 999 1012021	BCC WEEKLY CLAIMS 12/28-1/1							
						Cash	00018481		601.00-	AA				
PN	9205550			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	75.00-			D			
PV	533426	00790	003	1/6/2021		42257 999 1012021	BCC WEEKLY CLAIMS 12/28-1/1							

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		75.00-	AA				
PN	9205550			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	171.82-			D			
PV	533426	00790	004	1/6/2021		42257 999 1012021	BCC WEEKLY CLAIMS 12/28-1/1							
						Cash	00018481		171.82-	AA				
PN	9205550			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	77,319.85-			D			
PV	533426	00790	005	1/6/2021		42257 999 1012021	BCC WEEKLY CLAIMS 12/28-1/1							
						Cash	00018481		77,319.85-	AA				
PN	9205550			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,747.43-			D			
PV	533426	00790	006	1/6/2021		42257 999 1012021	BCC WEEKLY CLAIMS 12/28-1/1							
						Cash	00018481		2,747.43-	AA				
PN	9205550			1/7/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,138.31-			D			
PV	533426	00790	007	1/6/2021		42257 999 1012021	BCC WEEKLY CLAIMS 12/28-1/1							
						Cash	00018481		1,138.31-	AA				
						Totals for Bank Account		130,225.53-	47,416.32-					
						Totals for Batch		130,225.53-	47,416.32-					
						User Total		130,225.53-	47,416.32-					
						Grand Total		130,225.53-	47,416.32-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854815 Type M Date 1/7/2021		User ID RBENSON					
PN	9205551			1/7/2021	00144	CRANE TITLE, INC.	193134	1,995,923.08-			D			
PV	533447	00144	001	1/7/2021		1072021	PROPERTY PURCH-CR 6 BON SECOUR							
						Cash	00018481		1,995,923.08-	AA				
						Totals for Bank Account		1,995,923.08-	1,995,923.08-					
						Totals for Batch		1,995,923.08-	1,995,923.08-					
						User Total		1,995,923.08-	1,995,923.08-					
						Grand Total		1,995,923.08-	1,995,923.08-					

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854837 Type M Date 1/7/2021		User ID RBENSON					
PN	9205554			1/7/2021	00001	AL STATE DEPT OF INDUSTRIAL RE	54070	3,183.04-			D			
PV	533411	00001	001	1/6/2021		213311800;12/31/20	ACCT# 0123311800							
						Cash	00018481		3,183.04-	AA				
						Totals for Bank Account		3,183.04-	3,183.04-					
						Totals for Batch		3,183.04-	3,183.04-					
						User Total		3,183.04-	3,183.04-					
						Grand Total		3,183.04-	3,183.04-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger / Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854817	Type M	Date 1/7/2021	User ID	DGBRYARS			
PN	9205552			12/14/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2.00-			D			
PV	533448	00790	001	12/14/2020		11262020	003 - BCSO HEALTH							
						Cash	00018481		2.00-	AA				
						Totals for Bank Account		2.00-	2.00-					
						Totals for Batch		2.00-	2.00-					
						User Total		2.00-	2.00-					
						Grand Total		2.00-	2.00-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger / Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854843	Type M	Date 1/7/2021	User ID	DGBRYARS			
PN	9205553			1/8/2021	00001	IRS-TAX PAYMENT	54188	33,234.55-			D			
T7	533137	00001	001	1/8/2021		010521155313107	636001408 Payroll Taxes							
						Cash	00018481		33,234.55-	AA				
PN	9205553			1/8/2021	00001	IRS-TAX PAYMENT	54188	64,372.78-			D			
T7	533138	00001	001	1/8/2021		010521155313108	636001408 Payroll Taxes							
						Cash	00018481		64,372.78-	AA				
PN	9205553			1/8/2021	00103	IRS-TAX PAYMENT	54188	116.04-			D			
T7	533139	00103	001	1/8/2021		010521155313109	636001408 Payroll Taxes							
						Cash	00018481		116.04-	AA				
PN	9205553			1/8/2021	00103	IRS-TAX PAYMENT	54188	199.98-			D			
T7	533141	00103	001	1/8/2021		010521155313110	636001408 Payroll Taxes							
						Cash	00018481		199.98-	AA				
PN	9205553			1/8/2021	00104	IRS-TAX PAYMENT	54188	320.19-			D			
T7	533142	00104	001	1/8/2021		010521155313111	636001408 Payroll Taxes							
						Cash	00018481		320.19-	AA				
PN	9205553			1/8/2021	00104	IRS-TAX PAYMENT	54188	653.20-			D			
T7	533143	00104	001	1/8/2021		010521155313112	636001408 Payroll Taxes							
						Cash	00018481		653.20-	AA				
PN	9205553			1/8/2021	00105	IRS-TAX PAYMENT	54188	2,460.75-			D			
T7	533144	00105	001	1/8/2021		010521155313113	636001408 Payroll Taxes							
						Cash	00018481		2,460.75-	AA				
PN	9205553			1/8/2021	00105	IRS-TAX PAYMENT	54188	5,503.48-			D			
T7	533145	00105	001	1/8/2021		010521155313114	636001408 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		5,503.48-	AA				
PN	9205553			1/8/2021	00106	IRS-TAX PAYMENT	54188	192.02-			D			
T7	533146	00106	001	1/8/2021		010521155313115	636001408 Payroll Taxes							
						Cash	00018481		192.02-	AA				
PN	9205553			1/8/2021	00106	IRS-TAX PAYMENT	54188	892.86-			D			
T7	533147	00106	001	1/8/2021		010521155313116	636001408 Payroll Taxes							
						Cash	00018481		892.86-	AA				
PN	9205553			1/8/2021	00109	IRS-TAX PAYMENT	54188	941.90-			D			
T7	533148	00109	001	1/8/2021		010521155313117	636001408 Payroll Taxes							
						Cash	00018481		941.90-	AA				
PN	9205553			1/8/2021	00109	IRS-TAX PAYMENT	54188	2,356.86-			D			
T7	533149	00109	001	1/8/2021		010521155313118	636001408 Payroll Taxes							
						Cash	00018481		2,356.86-	AA				
PN	9205553			1/8/2021	00111	IRS-TAX PAYMENT	54188	15,821.23-			D			
T7	533150	00111	001	1/8/2021		010521155313119	636001408 Payroll Taxes							
						Cash	00018481		15,821.23-	AA				
PN	9205553			1/8/2021	00111	IRS-TAX PAYMENT	54188	35,105.64-			D			
T7	533152	00111	001	1/8/2021		010521155313120	636001408 Payroll Taxes							
						Cash	00018481		35,105.64-	AA				
PN	9205553			1/8/2021	00120	IRS-TAX PAYMENT	54188	5,148.02-			D			
T7	533153	00120	001	1/8/2021		010521155313121	636001408 Payroll Taxes							
						Cash	00018481		5,148.02-	AA				
PN	9205553			1/8/2021	00120	IRS-TAX PAYMENT	54188	12,810.96-			D			
T7	533154	00120	001	1/8/2021		010521155313122	636001408 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		12,810.96-	AA				
PN	9205553			1/8/2021	00140	IRS-TAX PAYMENT	54188	885.01-			D			
T7	533155	00140	001	1/8/2021		010521155313123	636001408 Payroll Taxes							
						Cash	00018481		885.01-	AA				
PN	9205553			1/8/2021	00140	IRS-TAX PAYMENT	54188	1,921.80-			D			
T7	533156	00140	001	1/8/2021		010521155313124	636001408 Payroll Taxes							
						Cash	00018481		1,921.80-	AA				
PN	9205553			1/8/2021	00143	IRS-TAX PAYMENT	54188	2,673.59-			D			
T7	533157	00143	001	1/8/2021		010521155313125	636001408 Payroll Taxes							
						Cash	00018481		2,673.59-	AA				
PN	9205553			1/8/2021	00143	IRS-TAX PAYMENT	54188	6,737.88-			D			
T7	533158	00143	001	1/8/2021		010521155313126	636001408 Payroll Taxes							
						Cash	00018481		6,737.88-	AA				
PN	9205553			1/8/2021	00144	IRS-TAX PAYMENT	54188	1,426.60-			D			
T7	533159	00144	001	1/8/2021		010521155313127	636001408 Payroll Taxes							
						Cash	00018481		1,426.60-	AA				
PN	9205553			1/8/2021	00144	IRS-TAX PAYMENT	54188	3,839.56-			D			
T7	533160	00144	001	1/8/2021		010521155313128	636001408 Payroll Taxes							
						Cash	00018481		3,839.56-	AA				
PN	9205553			1/8/2021	00146	IRS-TAX PAYMENT	54188	298.75-			D			
T7	533161	00146	001	1/8/2021		010521155313129	636001408 Payroll Taxes							
						Cash	00018481		298.75-	AA				
PN	9205553			1/8/2021	00146	IRS-TAX PAYMENT	54188	508.74-			D			
T7	533163	00146	001	1/8/2021		010521155313130	636001408 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		508.74-	AA				
PN	9205553			1/8/2021	00510	IRS-TAX PAYMENT	54188	6,992.78-			D			
T7	533164	00510	001	1/8/2021		010521155313131	636001408 Payroll Taxes							
						Cash	00018481		6,992.78-	AA				
PN	9205553			1/8/2021	00510	IRS-TAX PAYMENT	54188	12,464.52-			D			
T7	533165	00510	001	1/8/2021		010521155313132	636001408 Payroll Taxes							
						Cash	00018481		12,464.52-	AA				
PN	9205553			1/8/2021	00511	IRS-TAX PAYMENT	54188	7,676.83-			D			
T7	533166	00511	001	1/8/2021		010521155313133	636001408 Payroll Taxes							
						Cash	00018481		7,676.83-	AA				
PN	9205553			1/8/2021	00511	IRS-TAX PAYMENT	54188	16,731.78-			D			
T7	533167	00511	001	1/8/2021		010521155313134	636001408 Payroll Taxes							
						Cash	00018481		16,731.78-	AA				
PN	9205553			1/8/2021	00740	IRS-TAX PAYMENT	54188	27.35-			D			
T7	533168	00740	001	1/8/2021		010521155313135	636001408 Payroll Taxes							
						Cash	00018481		27.35-	AA				
PN	9205553			1/8/2021	00740	IRS-TAX PAYMENT	54188	120.94-			D			
T7	533169	00740	001	1/8/2021		010521155313136	636001408 Payroll Taxes							
						Cash	00018481		120.94-	AA				
PN	9205553			1/8/2021	00111	IRS-TAX PAYMENT	54188	199.00			D			
T7	533464	00111	001	1/8/2021		01072116053610	636001408 Payroll Taxes							
						Cash	00018481		199.00	AA				
PN	9205553			1/8/2021	00120	IRS-TAX PAYMENT	54188	184.22			D			
T7	533465	00120	001	1/8/2021		01072116053611	636001408 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		184.22	AA				
PN	9205553			1/8/2021	00120	IRS-TAX PAYMENT	54188	455.46			D			
T7	533466	00120	001	1/8/2021		01072116053612	636001408 Payroll Taxes							
						Cash	00018481		455.46	AA				
PN	9205553			1/8/2021	00105	IRS-TAX PAYMENT	54188	134.04			D			
T7	533473	00105	001	1/8/2021		0107211605368	636001408 Payroll Taxes							
						Cash	00018481		134.04	AA				
PN	9205553			1/8/2021	00111	IRS-TAX PAYMENT	54188	77.14			D			
T7	533474	00111	001	1/8/2021		0107211605369	636001408 Payroll Taxes							
						Cash	00018481		77.14	AA				
							Totals for Bank Account	241,386.73-	241,386.73-					
							Totals for Batch	241,386.73-	241,386.73-					
							User Total	241,386.73-	241,386.73-					
							Grand Total	241,386.73-	241,386.73-					

Supplier Number	Name	Phone Number	Co	Balance Open	Aging: Current	1 - 0	Over 0		
717	FLEXIBLE BENEFITS 251	9370264	00001	4,401.75	4,401.75				
40627	NATIONWIDE RETIREMENT SOLUTION		00001	4,433.50	4,433.50				
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	577.85	577.85				
112221	WISE, JODY L CIRCUIT CLERK		00001	50.00	50.00				
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,554.00	4,554.00				
180829	AL STATE DEPT OF REVENUE COLLE		00001	390.48	390.48				
184047	O'BRIEN, DANIEL		00001	368.30	368.30				
186456	BALDWIN CNTY COMMISSION - HEAL		00001	177,898.00	177,898.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00001	335.00	335.00				
	General Fund		00001	193,008.88	193,008.88				
40627	NATIONWIDE RETIREMENT SOLUTION		00103	30.00	30.00				
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00103	1,265.00	1,265.00				
	County Transportation Fund		00103	1,329.00	1,329.00				
180373	BALDWIN CNTY COMMISSION - DENT		00104	57.00	57.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00104	2,363.00	2,363.00				
	Legislative Del Off Fund		00104	2,420.00	2,420.00				
717	FLEXIBLE BENEFITS 251	9370264	00105	248.39	248.39				
40627	NATIONWIDE RETIREMENT SOLUTION		00105	128.00	128.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	438.46	438.46				
148216	FLORIDA, STATE OF DISBURSEMENT		00105	149.89	149.89				
180373	BALDWIN CNTY COMMISSION - DENT		00105	437.50	437.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00105	15,854.00	15,854.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00105	70.00	70.00				
	Juvenile Detention Fac Fund		00105	17,326.24	17,326.24				
717	FLEXIBLE BENEFITS 251	9370264	00106	79.17	79.17				
180373	BALDWIN CNTY COMMISSION - DENT		00106	96.50	96.50				
184047	O'BRIEN, DANIEL		00106	253.00	253.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00106	3,064.00	3,064.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00106	10.00					10.00
	Baldwin Co Archives Fund		00106	3,502.67	3,492.67				10.00
717	FLEXIBLE BENEFITS 251	9370264	00109	42.00	42.00				
40627	NATIONWIDE RETIREMENT SOLUTION		00109	140.00	140.00				
180373	BALDWIN CNTY COMMISSION - DENT		00109	182.50	182.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00109	6,922.00	6,922.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00109	162.50	162.50				
	Animal Shelter		00109	7,449.00	7,449.00				
717	FLEXIBLE BENEFITS 251	9370264	00111	2,128.46	2,128.46				
40627	NATIONWIDE RETIREMENT SOLUTION		00111	5,017.50	5,017.50				
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	553.06	553.06				

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
180373	BALDWIN CNTY COMMISSION - DENT		00111	3,189.00	3,189.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00111	131,454.00	131,454.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00111	3,387.50	3,337.50				50.00
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84				
	7 Cent Gasoline Tax Fund		00111	145,923.36	145,873.36				50.00
717	FLEXIBLE BENEFITS	251 9370264	00120	985.29	985.29				
40627	NATIONWIDE RETIREMENT SOLUTION		00120	7,330.00	7,330.00				
180373	BALDWIN CNTY COMMISSION - DENT		00120	869.50	869.50				
184047	O'BRIEN, DANIEL		00120	337.84	337.84				
186456	BALDWIN CNTY COMMISSION - HEAL		00120	33,857.00	33,857.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00120	82.50	82.50				
	Reappraisal Fund		00120	43,462.13	43,462.13				
717	FLEXIBLE BENEFITS	251 9370264	00140	317.01	317.01				
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00	244.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00140	7,972.00	7,972.00				
	Council on Aging Fund		00140	8,533.01	8,533.01				
717	FLEXIBLE BENEFITS	251 9370264	00143	550.03	550.03				
40627	NATIONWIDE RETIREMENT SOLUTION		00143	185.00	185.00				
180373	BALDWIN CNTY COMMISSION - DENT		00143	760.50	760.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00143	27,162.00	27,162.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00143	155.00	155.00				
	Section 18 Fund		00143	28,812.53	28,812.53				
717	FLEXIBLE BENEFITS	251 9370264	00144	62.51	62.51				
40627	NATIONWIDE RETIREMENT SOLUTION		00144	135.00	135.00				
54555	AL STATE DEPT OF REVENUE	205 2421220	00144	153.53	153.53				
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	222.92	222.92				
180373	BALDWIN CNTY COMMISSION - DENT		00144	336.00	336.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00144	13,569.00	13,569.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00144	370.00	370.00				
	Parks Fund		00144	14,848.96	14,848.96				
717	FLEXIBLE BENEFITS	251 9370264	00146	91.67	91.67				
180373	BALDWIN CNTY COMMISSION - DENT		00146	68.00	68.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00146	2,530.00	2,530.00				
	Eastern Shore Metro Planning O		00146	2,689.67	2,689.67				
717	FLEXIBLE BENEFITS	251 9370264	00510	802.14	802.14				
40627	NATIONWIDE RETIREMENT SOLUTION		00510	169.50	169.50				
180373	BALDWIN CNTY COMMISSION - DENT		00510	818.75	818.75				
184047	O'BRIEN, DANIEL		00510	252.00	252.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00510	30,311.50	30,311.50				
188062	BALDWIN CNTY COMMISSION - BOOT		00510	602.50	602.50				

Supplier Number	Supplier Name	Phone Number	Co	Balance Open	Aging Current	Aging 1 - 0	Aging Over 0		
189015	DEPARTMENT OF CHILDREN AND FAM		00510	346.14	346.14				
	Solid Waste Fund		00510	33,302.53	33,302.53				
717	FLEXIBLE BENEFITS 251	9370264	00511	869.20	869.20				
40627	NATIONWIDE RETIREMENT SOLUTION		00511	280.00	280.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	544.62	544.62				
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,271.00	1,271.00				
184047	O'BRIEN, DANIEL		00511	118.00	118.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00511	49,270.00	49,270.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00511	822.50	822.50				
	Solid Waste Collection Fund		00511	53,175.32	53,175.32				
	Grand Total(s)		00511	555,783.30	555,723.30				60.00

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
14005	BALDWIN EMC	251 9890118	00001	88.00					88.00
14397	AT&T MOBILITY (WIRELESS) **		00001	216.87					216.87
19031	ROBERTSDALE, CITY OF (UTILITIE		00001	26,398.35					26,398.35
54017	AT&T (BELLSOUTH)*		00001	311.91					311.91
63589	AT&T (BELLSOUTH)**		00001	159.50					159.50
150287	BAY MINETTE LAND CO		00001	1,000.00					1,000.00
152240	VERIZON WIRELESS **		00001	51,966.96					51,966.96
	General Fund		00001	80,141.59					80,141.59
152240	VERIZON WIRELESS **		00104	203.05					203.05
	Legislative Del Off Fund		00104	203.05					203.05
14397	AT&T MOBILITY (WIRELESS) **		00105	77.60					77.60
152240	VERIZON WIRELESS **		00105	162.44					162.44
	Juvenile Detention Fac Fund		00105	240.04					240.04
152240	VERIZON WIRELESS **		00106	86.22					86.22
	Baldwin Co Archives Fund		00106	86.22					86.22
152240	VERIZON WIRELESS **		00109	659.76					659.76
	Animal Shelter		00109	659.76					659.76
14005	BALDWIN EMC	251 9890118	00111	57.00					57.00
14397	AT&T MOBILITY (WIRELESS) **		00111	95.18					95.18
51003	RIVIERA UTILITIES		00111	129.81					129.81
57007	SILVERHILL, TOWN OF (UTILITIES		00111	156.62					156.62
152240	VERIZON WIRELESS **		00111	3,305.78					3,305.78
	7 Cent Gasoline Tax Fund		00111	3,744.39					3,744.39
152240	VERIZON WIRELESS **		00120	1,499.57					1,499.57
	Reappraisal Fund		00120	1,499.57					1,499.57
152240	VERIZON WIRELESS **		00140	166.84					166.84
	Council on Aging Fund		00140	166.84					166.84
19031	ROBERTSDALE, CITY OF (UTILITIE		00143	656.00					656.00
152240	VERIZON WIRELESS **		00143	2,124.59					2,124.59
	Section 18 Fund		00143	2,780.59					2,780.59
48197	PERDIDO BAY WATER, SEWER, FIRE	251 9875816	00144	18.72					18.72
57007	SILVERHILL, TOWN OF (UTILITIES		00144	39.17					39.17
63589	AT&T (BELLSOUTH)**		00144	464.83					464.83
152240	VERIZON WIRELESS **		00144	2,220.89					2,220.89
	Parks Fund		00144	2,743.61					2,743.61
152240	VERIZON WIRELESS **		00146	81.22					81.22
	Eastern Shore Metro Planning O		00146	81.22					81.22
14005	BALDWIN EMC	251 9890118	00510	287.00					287.00
152240	VERIZON WIRELESS **		00510	1,275.63					1,275.63
	Solid Waste Fund		00510	1,562.63					1,562.63

Supplier Number	Supplier Name	Phone Number	Co	Balance Open	Aging Current	Aging 1 - 0	Aging Over 0		
152240	VERIZON WIRELESS **		00511	4,052.83					4,052.83
186534	THOMAS, MARGARET (R)		00511	321.00					321.00
193129	MILLS, BOBBY (R)		00511	214.00					214.00
	Solid Waste Collection Fund		00511	4,587.83					4,587.83
19031	ROBERTSDALE, CITY OF (UTILITIE		00708	874.65					874.65
152240	VERIZON WIRELESS **		00708	1,067.27					1,067.27
	Community Corrections		00708	1,941.92					1,941.92
182254	PRESCOTT, JOHN HANSEL		00725	332.20	332.20				
192313	THE LIVING TRUST OF TOMMY GENE		00725	3,744.88	3,744.88				
	Land Redemption Fund		00725	4,077.08	4,077.08				
152240	VERIZON WIRELESS **		00740	442.57					442.57
	Law Library Fund		00740	442.57					442.57
19031	ROBERTSDALE, CITY OF (UTILITIE		00790	199.00					199.00
	Self Insurance Trust		00790	199.00					199.00
	Grand Total(s)		00790	105,157.91	4,077.08				101,080.83

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
10346	AFLAC	800 9923522	00001	5,893.29	1.28-				5,894.57
39441	LIBERTY NATIONAL LIFE	251 9285157	00001	2,742.41	.01				2,742.40
40624	UNITED WAY OF BALDWIN CNTY **		00001	134.00					134.00
170616	AFLAC CAIC		00001	112.54					112.54
186456	BALDWIN CNTY COMMISSION - HEAL		00001	7,435.00					7,435.00
191391	METROPOLITAN LIFE INSURANCE CO		00001	1,025.62	24.96-				1,050.58
191521	METROPOLITAN LIFE INSURANCE CO		00001	4,918.51	148.76-				5,067.27
191522	METROPOLITAN LIFE INSURANCE (S		00001	1,553.27	15.43-				1,568.70
191523	METROPOLITAN LIFE INSURANCE (L		00001	1,799.41	38.90-				1,838.31
191524	METROPOLITAN LIFE INSURANCE CO		00001	2,341.26	45.86-				2,387.12
192000	METROPOLITAN LIFE INS CO (COBR		00001	45.04					45.04
	General Fund		00001	28,000.35	275.18-				28,275.53
191391	METROPOLITAN LIFE INSURANCE CO		00103	4.71					4.71
191523	METROPOLITAN LIFE INSURANCE (L		00103	5.90					5.90
	County Transportation Fund		00103	10.61					10.61
40624	UNITED WAY OF BALDWIN CNTY **		00104	30.00					30.00
191391	METROPOLITAN LIFE INSURANCE CO		00104	14.13					14.13
191522	METROPOLITAN LIFE INSURANCE (S		00104	14.60					14.60
191523	METROPOLITAN LIFE INSURANCE (L		00104	19.99					19.99
	Legislative Del Off Fund		00104	78.72					78.72
10346	AFLAC	800 9923522	00105	1,058.96					1,058.96
39441	LIBERTY NATIONAL LIFE	251 9285157	00105	389.00					389.00
40624	UNITED WAY OF BALDWIN CNTY **		00105	2.00					2.00
64266	CORRECTIONAL PEACE OFFICERS FO	916 9280071FAX	00105	5.00					5.00
186456	BALDWIN CNTY COMMISSION - HEAL		00105	475.00					475.00
191391	METROPOLITAN LIFE INSURANCE CO		00105	75.36					75.36
191521	METROPOLITAN LIFE INSURANCE CO		00105	414.60	.60-				415.20
191522	METROPOLITAN LIFE INSURANCE (S		00105	78.04					78.04
191523	METROPOLITAN LIFE INSURANCE (L		00105	118.64					118.64
191524	METROPOLITAN LIFE INSURANCE CO		00105	144.44					144.44
	Juvenile Detention Fac Fund		00105	2,761.04	.60-				2,761.64
191391	METROPOLITAN LIFE INSURANCE CO		00106	18.84					18.84
191521	METROPOLITAN LIFE INSURANCE CO		00106	68.76					68.76
191523	METROPOLITAN LIFE INSURANCE (L		00106	28.81					28.81
191524	METROPOLITAN LIFE INSURANCE CO		00106	23.92					23.92
	Baldwin Co Archives Fund		00106	140.33					140.33
10346	AFLAC	800 9923522	00109	288.22					288.22
39441	LIBERTY NATIONAL LIFE	251 9285157	00109	287.58					287.58
191391	METROPOLITAN LIFE INSURANCE CO		00109	61.23					61.23
191521	METROPOLITAN LIFE INSURANCE CO		00109	80.63	5.95-				86.58

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
191522	METROPOLITAN LIFE INSURANCE (S		00109	45.70					45.70
191523	METROPOLITAN LIFE INSURANCE (L		00109	69.76					69.76
191524	METROPOLITAN LIFE INSURANCE CO		00109	60.72					60.72
	Animal Shelter		00109	893.84	5.95-				899.79
10346	AFLAC	800 9923522	00111	5,608.74					5,608.74
39441	LIBERTY NATIONAL LIFE	251 9285157	00111	2,952.58					2,952.58
40624	UNITED WAY OF BALDWIN CNTY **		00111	48.00					48.00
170616	AFLAC CAIC		00111	15.56					15.56
186456	BALDWIN CNTY COMMISSION - HEAL		00111	5,750.00					5,750.00
191391	METROPOLITAN LIFE INSURANCE CO		00111	690.01	4.71-				694.72
191521	METROPOLITAN LIFE INSURANCE CO		00111	1,872.34	1.20-				1,873.54
191522	METROPOLITAN LIFE INSURANCE (S		00111	868.20	11.30-				879.50
191523	METROPOLITAN LIFE INSURANCE (L		00111	1,074.93	5.14-				1,080.07
191524	METROPOLITAN LIFE INSURANCE CO		00111	1,727.86	10.59-				1,738.45
192000	METROPOLITAN LIFE INS CO (COBR		00111	13.33					13.33
	7 Cent Gasoline Tax Fund		00111	20,621.55	32.94-				20,654.49
10346	AFLAC	800 9923522	00120	688.52					688.52
39441	LIBERTY NATIONAL LIFE	251 9285157	00120	715.10					715.10
40624	UNITED WAY OF BALDWIN CNTY **		00120	32.00					32.00
186456	BALDWIN CNTY COMMISSION - HEAL		00120	2,475.00					2,475.00
191391	METROPOLITAN LIFE INSURANCE CO		00120	180.63	9.42-				190.05
191521	METROPOLITAN LIFE INSURANCE CO		00120	922.49	4.33-				926.82
191522	METROPOLITAN LIFE INSURANCE (S		00120	335.24					335.24
191523	METROPOLITAN LIFE INSURANCE (L		00120	321.98	12.98-				334.96
191524	METROPOLITAN LIFE INSURANCE CO		00120	977.72					977.72
192000	METROPOLITAN LIFE INS CO (COBR		00120	26.66					26.66
	Reappraisal Fund		00120	6,675.34	26.73-				6,702.07
10346	AFLAC	800 9923522	00140	128.72					128.72
39441	LIBERTY NATIONAL LIFE	251 9285157	00140	54.50					54.50
40624	UNITED WAY OF BALDWIN CNTY **		00140	11.00					11.00
191391	METROPOLITAN LIFE INSURANCE CO		00140	36.03					36.03
191521	METROPOLITAN LIFE INSURANCE CO		00140	174.84	2.46-				177.30
191522	METROPOLITAN LIFE INSURANCE (S		00140	119.48					119.48
191523	METROPOLITAN LIFE INSURANCE (L		00140	57.89					57.89
191524	METROPOLITAN LIFE INSURANCE CO		00140	131.56					131.56
	Council on Aging Fund		00140	714.02	2.46-				716.48
10346	AFLAC	800 9923522	00143	529.84					529.84
39441	LIBERTY NATIONAL LIFE	251 9285157	00143	642.48					642.48
40624	UNITED WAY OF BALDWIN CNTY **		00143	20.00					20.00
186456	BALDWIN CNTY COMMISSION - HEAL		00143	1,525.00					1,525.00

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
191391	METROPOLITAN LIFE INSURANCE CO		00143	128.83	1.65-				130.48
191521	METROPOLITAN LIFE INSURANCE CO		00143	729.64					729.64
191522	METROPOLITAN LIFE INSURANCE (S		00143	238.48					238.48
191523	METROPOLITAN LIFE INSURANCE (L		00143	193.10					193.10
191524	METROPOLITAN LIFE INSURANCE CO		00143	266.80					266.80
192000	METROPOLITAN LIFE INS CO (COBR		00143	23.91					23.91
	Section 18 Fund		00143	4,298.08	1.65-				4,299.73
10346	AFLAC	800 9923522	00144	767.52					767.52
39441	LIBERTY NATIONAL LIFE	251 9285157	00144	431.08					431.08
40624	UNITED WAY OF BALDWIN CNTY **		00144	4.00					4.00
186456	BALDWIN CNTY COMMISSION - HEAL		00144	475.00					475.00
191391	METROPOLITAN LIFE INSURANCE CO		00144	84.78	3.06-				87.84
191521	METROPOLITAN LIFE INSURANCE CO		00144	258.36					258.36
191522	METROPOLITAN LIFE INSURANCE (S		00144	77.40					77.40
191523	METROPOLITAN LIFE INSURANCE (L		00144	114.73	4.57-				119.30
191524	METROPOLITAN LIFE INSURANCE CO		00144	277.26					277.26
	Parks Fund		00144	2,490.13	7.63-				2,497.76
10346	AFLAC	800 9923522	00146	119.48					119.48
191391	METROPOLITAN LIFE INSURANCE CO		00146	9.42					9.42
191521	METROPOLITAN LIFE INSURANCE CO		00146	11.90					11.90
191522	METROPOLITAN LIFE INSURANCE (S		00146	11.24					11.24
191523	METROPOLITAN LIFE INSURANCE (L		00146	16.86					16.86
	Eastern Shore Metro Planning O		00146	168.90					168.90
10346	AFLAC	800 9923522	00510	2,143.38					2,143.38
39441	LIBERTY NATIONAL LIFE	251 9285157	00510	731.18					731.18
40624	UNITED WAY OF BALDWIN CNTY **		00510	10.00					10.00
64266	CORRECTIONAL PEACE OFFICERS FO	916 9280071FAX	00510	10.00					10.00
180373	BALDWIN CNTY COMMISSION - DENT		00510	68.00					68.00
191391	METROPOLITAN LIFE INSURANCE CO		00510	185.10					185.10
191521	METROPOLITAN LIFE INSURANCE CO		00510	668.87	1.20-				670.07
191522	METROPOLITAN LIFE INSURANCE (S		00510	229.52					229.52
191523	METROPOLITAN LIFE INSURANCE (L		00510	301.84					301.84
191524	METROPOLITAN LIFE INSURANCE CO		00510	245.17	4.15-				249.32
	Solid Waste Fund		00510	4,593.06	5.35-				4,598.41
10346	AFLAC	800 9923522	00511	3,711.15					3,711.15
39441	LIBERTY NATIONAL LIFE	251 9285157	00511	718.42					718.42
40624	UNITED WAY OF BALDWIN CNTY **		00511	14.00					14.00
186456	BALDWIN CNTY COMMISSION - HEAL		00511	475.00					475.00
191391	METROPOLITAN LIFE INSURANCE CO		00511	301.44					301.44
191521	METROPOLITAN LIFE INSURANCE CO		00511	759.47	9.10-				768.57

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
191522	METROPOLITAN LIFE INSURANCE (S		00511	218.72					218.72
191523	METROPOLITAN LIFE INSURANCE (L		00511	423.80					423.80
191524	METROPOLITAN LIFE INSURANCE CO		00511	800.62					800.62
	Solid Waste Collection Fund		00511	7,422.62	9.10-				7,431.72
180373	BALDWIN CNTY COMMISSION - DENT		00790	1,026.00					1,026.00
186456	BALDWIN CNTY COMMISSION - HEAL		00790	6,664.00					6,664.00
	Self Insurance Trust		00790	7,690.00					7,690.00
	Grand Total(s)		00790	86,558.59	367.59-				86,926.18

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2854854	Type M	Date 1/8/2021	User ID			DGBRYARS	
PN	9205555			1/8/2021	00144	RETIREMENT SYSTEMS OF AL	51059	1,979.54-			D			
T7	533130	00144	001	1/8/2021		010521155313100	RSA AP PR 010321 BW							
						Cash	00018481		1,979.54-	AA				
PN	9205555			1/8/2021	00146	RETIREMENT SYSTEMS OF AL	51059	532.95-			D			
T7	533131	00146	001	1/8/2021		010521155313101	RSA AP PR 010321 BW							
						Cash	00018481		532.95-	AA				
PN	9205555			1/8/2021	00510	RETIREMENT SYSTEMS OF AL	51059	7,464.92-			D			
T7	533132	00510	001	1/8/2021		010521155313102	RSA AP PR 010321 BW							
						Cash	00018481		7,464.92-	AA				
PN	9205555			1/8/2021	00510	RETIREMENT SYSTEMS OF AL	51059	4,450.20-			D			
T7	533133	00510	001	1/8/2021		010521155313103	RSA AP PR 010321 BW							
						Cash	00018481		4,450.20-	AA				
PN	9205555			1/8/2021	00511	RETIREMENT SYSTEMS OF AL	51059	9,360.10-			D			
T7	533134	00511	001	1/8/2021		010521155313104	RSA AP PR 010321 BW							
						Cash	00018481		9,360.10-	AA				
PN	9205555			1/8/2021	00511	RETIREMENT SYSTEMS OF AL	51059	6,739.98-			D			
T7	533135	00511	001	1/8/2021		010521155313105	RSA AP PR 010321 BW							
						Cash	00018481		6,739.98-	AA				
PN	9205555			1/8/2021	00740	RETIREMENT SYSTEMS OF AL	51059	108.22-			D			
T7	533136	00740	001	1/8/2021		010521155313106	RSA AP PR 010321 BW							
						Cash	00018481		108.22-	AA				
PN	9205555			1/8/2021	00001	RETIREMENT SYSTEMS OF AL	51059	38,460.08-			D			
T7	533376	00001	001	1/8/2021		01052115531380	RSA AP PR 010321 BW							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		38,460.08-	AA				
PN	9205555			1/8/2021	00001	RETIREMENT SYSTEMS OF AL	51059	20,434.79-			D			
T7	533377	00001	001	1/8/2021		01052115531381	RSA AP PR 010321 BW							
						Cash	00018481		20,434.79-	AA				
PN	9205555			1/8/2021	00103	RETIREMENT SYSTEMS OF AL	51059	183.59-			D			
T7	533378	00103	001	1/8/2021		01052115531382	RSA AP PR 010321 BW							
						Cash	00018481		183.59-	AA				
PN	9205555			1/8/2021	00104	RETIREMENT SYSTEMS OF AL	51059	174.56-			D			
T7	533379	00104	001	1/8/2021		01052115531383	RSA AP PR 010321 BW							
						Cash	00018481		174.56-	AA				
PN	9205555			1/8/2021	00104	RETIREMENT SYSTEMS OF AL	51059	453.12-			D			
T7	533380	00104	001	1/8/2021		01052115531384	RSA AP PR 010321 BW							
						Cash	00018481		453.12-	AA				
PN	9205555			1/8/2021	00105	RETIREMENT SYSTEMS OF AL	51059	3,353.05-			D			
T7	533381	00105	001	1/8/2021		01052115531385	RSA AP PR 010321 BW							
						Cash	00018481		3,353.05-	AA				
PN	9205555			1/8/2021	00105	RETIREMENT SYSTEMS OF AL	51059	1,971.10-			D			
T7	533382	00105	001	1/8/2021		01052115531386	RSA AP PR 010321 BW							
						Cash	00018481		1,971.10-	AA				
PN	9205555			1/8/2021	00106	RETIREMENT SYSTEMS OF AL	51059	305.25-			D			
T7	533383	00106	001	1/8/2021		01052115531387	RSA AP PR 010321 BW							
						Cash	00018481		305.25-	AA				
PN	9205555			1/8/2021	00106	RETIREMENT SYSTEMS OF AL	51059	577.49-			D			
T7	533384	00106	001	1/8/2021		01052115531388	RSA AP PR 010321 BW							

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						Cash	00018481		577.49-	AA				
PN	9205555			1/8/2021	00109	RETIREMENT SYSTEMS OF AL	51059	407.45-			D			
T7	533385	00109	001	1/8/2021		01052115531389	RSA AP PR 010321 BW							
						Cash	00018481		407.45-	AA				
PN	9205555			1/8/2021	00109	RETIREMENT SYSTEMS OF AL	51059	1,819.45-			D			
T7	533387	00109	001	1/8/2021		01052115531390	RSA AP PR 010321 BW							
						Cash	00018481		1,819.45-	AA				
PN	9205555			1/8/2021	00111	RETIREMENT SYSTEMS OF AL	51059	19,144.09-			D			
T7	533388	00111	001	1/8/2021		01052115531391	RSA AP PR 010321 BW							
						Cash	00018481		19,144.09-	AA				
PN	9205555			1/8/2021	00111	RETIREMENT SYSTEMS OF AL	51059	15,242.07-			D			
T7	533389	00111	001	1/8/2021		01052115531392	RSA AP PR 010321 BW							
						Cash	00018481		15,242.07-	AA				
PN	9205555			1/8/2021	00120	RETIREMENT SYSTEMS OF AL	51059	7,001.26-			D			
T7	533390	00120	001	1/8/2021		01052115531393	RSA AP PR 010321 BW							
						Cash	00018481		7,001.26-	AA				
PN	9205555			1/8/2021	00120	RETIREMENT SYSTEMS OF AL	51059	4,335.76-			D			
T7	533391	00120	001	1/8/2021		01052115531394	RSA AP PR 010321 BW							
						Cash	00018481		4,335.76-	AA				
PN	9205555			1/8/2021	00140	RETIREMENT SYSTEMS OF AL	51059	1,633.71-			D			
T7	533392	00140	001	1/8/2021		01052115531395	RSA AP PR 010321 BW							
						Cash	00018481		1,633.71-	AA				
PN	9205555			1/8/2021	00140	RETIREMENT SYSTEMS OF AL	51059	208.40-			D			
T7	533393	00140	001	1/8/2021		01052115531396	RSA AP PR 010321 BW							

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						Cash	00018481		208.40-	AA				
PN	9205555			1/8/2021	00143	RETIREMENT SYSTEMS OF AL	51059	3,115.30-			D			
T7	533394	00143	001	1/8/2021		01052115531397	RSA AP PR 010321 BW							
						Cash	00018481		3,115.30-	AA				
PN	9205555			1/8/2021	00143	RETIREMENT SYSTEMS OF AL	51059	3,058.13-			D			
T7	533395	00143	001	1/8/2021		01052115531398	RSA AP PR 010321 BW							
						Cash	00018481		3,058.13-	AA				
PN	9205555			1/8/2021	00144	RETIREMENT SYSTEMS OF AL	51059	1,783.54-			D			
T7	533396	00144	001	1/8/2021		01052115531399	RSA AP PR 010321 BW							
						Cash	00018481		1,783.54-	AA				
PN	9205555			1/8/2021	00105	RETIREMENT SYSTEMS OF AL	51059	121.42			D			
T7	533469	00105	001	1/8/2021		0107211605364	RSA AP PR 010321 BW							
						Cash	00018481		121.42	AA				
PN	9205555			1/8/2021	00111	RETIREMENT SYSTEMS OF AL	51059	178.09			D			
T7	533470	00111	001	1/8/2021		0107211605365	RSA AP PR 010321 BW							
						Cash	00018481		178.09	AA				
PN	9205555			1/8/2021	00120	RETIREMENT SYSTEMS OF AL	51059	255.19			D			
T7	533471	00120	001	1/8/2021		0107211605366	RSA AP PR 010321 BW							
						Cash	00018481		255.19	AA				
PN	9205555			1/8/2021	00120	RETIREMENT SYSTEMS OF AL	51059	154.24			D			
T7	533472	00120	001	1/8/2021		0107211605367	RSA AP PR 010321 BW							
						Cash	00018481		154.24	AA				
PN	9205555			1/8/2021	00001	RETIREMENT SYSTEMS OF AL	51059	.07-			D			
PV	533593	00001	001	1/8/2021		01082021	ADJUSTMENTS							

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		.07-	AA				
PN	9205556			1/8/2021	00001	C/O RETIREMENT SYSTEMS OF AL	8889	10,485.00-			D			
T7	533195	00001	001	1/8/2021		01052115531316	RSA1 BW AP PR 01032021							
						Cash	00018481		10,485.00-	AA				
PN	9205556			1/8/2021	00105	C/O RETIREMENT SYSTEMS OF AL	8889	20.00-			D			
T7	533206	00105	001	1/8/2021		01052115531317	RSA1 BW AP PR 01032021							
						Cash	00018481		20.00-	AA				
PN	9205556			1/8/2021	00120	C/O RETIREMENT SYSTEMS OF AL	8889	80.00-			D			
T7	533217	00120	001	1/8/2021		01052115531318	RSA1 BW AP PR 01032021							
						Cash	00018481		80.00-	AA				
PN	9205556			1/8/2021	00140	C/O RETIREMENT SYSTEMS OF AL	8889	215.00-			D			
T7	533228	00140	001	1/8/2021		01052115531319	RSA1 BW AP PR 01032021							
						Cash	00018481		215.00-	AA				
PN	9205556			1/8/2021	00143	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-			D			
T7	533240	00143	001	1/8/2021		01052115531320	RSA1 BW AP PR 01032021							
						Cash	00018481		25.00-	AA				
PN	9205556			1/8/2021	00146	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-			D			
T7	533251	00146	001	1/8/2021		01052115531321	RSA1 BW AP PR 01032021							
						Cash	00018481		25.00-	AA				
PN	9205556			1/8/2021	00510	C/O RETIREMENT SYSTEMS OF AL	8889	10.00-			D			
T7	533262	00510	001	1/8/2021		01052115531322	RSA1 BW AP PR 01032021							
						Cash	00018481		10.00-	AA				
PN	9205556			1/8/2021	00511	C/O RETIREMENT SYSTEMS OF AL	8889	50.00-			D			
T7	533273	00511	001	1/8/2021		01052115531323	RSA1 BW AP PR 01032021							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		50.00-	AA				
						Totals for Bank Account		164,499.23-	153,589.23-					
						Totals for Batch		164,499.23-	153,589.23-					
						User Total		164,499.23-	153,589.23-					
						Grand Total		164,499.23-	153,589.23-					

Baldwin County Commission

Agenda Action Form

File #: 21-0387, **Version:** 1 **Item #:** FN1

Meeting Type: BCC Regular Meeting
Meeting Date: 1/19/2021
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Gulf of Mexico Energy Security Act (GOMESA) Funding for County Projects

STAFF RECOMMENDATION
Discuss funding the following projects using Gulf of Mexico Energy Security Act (GOMESA) funds:

Dirt Road Paving - Current Budgeted Projects	$1,000,000
Intracoastal Waterway Boat Launch - Construction	$3,000,000
County Road 6 Boat Launch - Construction	$2,000,000
Live Oak Landing	$1,200,000
Dirt Road Paving - New Projects	$600,000
Lillian Shoreline Restoration - Potential Overruns	$600,000
Total:	$8,400,000

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: After discussion, the County Engineer, County Administrator and Budget Director propose using available GOMESA funds for the projects listed above.

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