

# **Baldwin County Commission**



## **Baldwin County Commission Regular Meeting Agenda**

**Tuesday, August 4, 2020  
8:30 AM**

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

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

Wayne A. Dyess, County Administrator

Public hearings commence at 8:30 AM.

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

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

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

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

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

### **A ADOPTION OF MINUTES**

July 21, 2020, Regular Meeting  
July 23, 2020, Special Meeting (Budget Deliberations)

### **B ACTION ITEMS**

#### **BA ADMINISTRATION**

- |            |   |                                |
|------------|---|--------------------------------|
| <b>BA1</b> | DocuSign Agreement for Electronic Signatures  | <a href="#"><u>20-1191</u></a> |
| <b>BA2</b> | Resolution #2020-102 of the Baldwin County Commission - Act No. 90-449 (Fire Tax) - Magnolia Springs Volunteer Fire Department - Approval of Use of Fire Tax Proceeds | <a href="#"><u>20-1278</u></a> |
| <b>BA3</b> | Memorandum of Understanding Between the Alabama Law Enforcement Agency and the Baldwin County Commission for Office Space in Bay Minette                              | <a href="#"><u>20-1367</u></a> |
| <b>BA4</b> | Correspondence to the Office of United States Trade Representative Related Tariffs on Aircraft Parts and Components   | <a href="#"><u>20-1373</u></a> |

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

- |            |  |                                |
|------------|--|--------------------------------|
| <b>BD1</b> | Braintree Payment Processing Solution - Integrated Mobility Innovation (IMI) Program Project | <a href="#"><u>20-1336</u></a> |
|------------|--|--------------------------------|



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**BE BUDGET/PURCHASING**

**BE1** Competitive Bid #WG20-28 - Provision of Installation, Service and Operation of the Inmate Telephone and Video Visitation Services for the Baldwin County Sheriff's Office [20-1348](#)

**BE2** Competitive Bid #WG20-38 - Provision of Pressure Washing Services for the Baldwin County Commission [20-1313](#)

**BE3** Competitive Bid #WG20-39 - Purchase and Installation of One (1) New 300 kW Generator and One (1) New 400 AMP Automatic Transfer Switch for the Baldwin County Revenue Commission Building Located in Bay Minette, Alabama [20-1326](#)

**BE4** Amendment to the Contract for Architectural Services for a New Female Housing Addition to the Baldwin County Corrections Center and Renovations to the Existing Corrections Facility [20-1331](#)

**BE5** Rental of One (1) Copy Machine for the Baldwin County Emergency Management Agency Located in Robertsdale, Alabama [20-1330](#)

**BH COMMUNICATIONS/INFORMATION SYSTEMS (CIS)**

**BH1** Tower Equities, LLC - Fort Morgan Radio Tower Rental Agreement [20-1360](#)

**BH2** Tyler Technologies - Amendment to the License and Services Agreement between Baldwin County Commission and Tyler Technologies [20-1338](#)

**BH3** Transfer of 2007 Dodge Durango SUV from Communication and Information Systems Department to Administration Department [20-1368](#)

**BJ ELECTED OFFICIALS**

**BJ1** Approval of Appointment of Two Deputy Coroners in Training of Baldwin County, Alabama [20-1337](#)

**BK EMERGENCY MANAGEMENT AGENCY (EMA)**

**BK1** Alabama Mutual Aid System (AMAS) Agreement [20-1366](#)

**BK2** Memorandum of Understanding between South Alabama Regional Planning Commission Area Agency on Aging and the Baldwin County Commission (Emergency Management Agency) [20-1321](#)

**BM FINANCE AND ACCOUNTING**

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**BM1** Wolters Kluwer CCH Accounting Research Manager for Government - [20-1316](#)  
Government Library Subscription

**BN HIGHWAY**

**BN1** Speed Limit on Jimmy Faulkner Drive [20-1319](#)

**BQ PERSONNEL**

**BQ1** Baldwin Regional Area Transit System Department - Position Changes [20-1342](#)

**BQ2** Highway Department (Foley) - Personnel Changes [20-1346](#)

**BQ3** Highway Department (Silverhill) - Personnel Changes [20-1347](#)

**BQ4** Parks Department - Employment of Two (2) Landscape Technician I Positions [20-1345](#)

**BQ5** Juvenile Detention Center - Request for Leave of Absence [20-1341](#)

**BQ6** Revenue Commission - Request for Leave of Absence [20-1340](#)

**BQ7** Sales, Use, and License Tax Department - Employment of One (1) Deputy License Inspector I Position [20-1343](#)

**BQ8** Solid Waste Department - Personnel Changes [20-1344](#)

**BR PLANNING AND ZONING**

**BR1** Proposed Planning (Zoning) District 11 [20-1350](#)

**BR2** \*Proposed Planning (Zoning) District 19 [20-1349](#)

**BR3** Proposed Planning (Zoning) District 34 [20-1358](#)

**BR4** Community Rating System (CRS) Program Recertification [20-1357](#)

**C PRESENTATIONS**

**D PUBLIC HEARINGS**

**DR PLANNING AND ZONING**

**DR1** \*Case No. Z-20008 - Lambert Ventures LLC Property Rezoning [20-1351](#)

**DR2** \*Case No. Z-20009 - Hrabovsky Property Rezoning [20-1352](#)

**DR3** \*Case No. Z-20012 - Sweatt Property Rezoning [20-1353](#)

**DR4** \*Case No. Z-20016 - Puckett Property Rezoning [20-1354](#)

**DR5** \*Case No. Z-20017 - Pelfrey Property Rezoning [20-1355](#)

**DR6** \*Case No. Z-20018 - DCF LLC Property Rezoning [20-1356](#)

**E COMMITTEE REPORTS**

**EA FINANCE/ADMINISTRATION DIVISION**

**EA1** Payment of Bills [20-1362](#)

**EA2** Notification of Interim Payments Approved by Clerk/Treasurer as  
Allowed Under Policy 8.1 [20-1361](#)

**F DISCUSSION ITEMS**

**FQ PERSONNEL**

**FQ1** Request to Temporarily Waive Annual Leave Rollover Maximum Rates [20-1339](#)

**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

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**File #:** 20-1191, **Version:** 1

**Item #:** BA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Brian Peacock, CIS Director; Wayne Dyess, County Administrator; and Anu Gary, Administrative Services Manager

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

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### **ITEM TITLE**

DocuSign Agreement for Electronic Signatures

### **STAFF RECOMMENDATION**

Approve a Master Services Agreement between DocuSign and Baldwin County Commission and accept the DocuSign Terms and Conditions for the provision of e-signatures to be used by various Baldwin County Commission departments.

The term of the Agreement is for 12 months with an option to renew at the end of the initial 12-month period. The Agreement will commence on August 4, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** June 2, 2020, BCC Regular Meeting - Item was tabled to the June 16, 2020, meeting due to the need of additional legal review. The agreement and terms have now been reviewed by both parties and it is ready for Commission's consideration and approval.

**Background:** DocuSign allows for certain documents to be sent, signed and managed electronically, eliminating the need of paper signatures on various forms and documents.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$2,760 annual licensing cost.

**Budget line item(s) to be used:** CIS - 51965.5499

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

Yes, annual funding appropriation will be necessary in the future.

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes, County Attorney must review and approve before BCC approval.

**Reviewed/approved by:** Approved by Laura Coker, Stone Crosby 07/17/2020 akc

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Brian Peacock, CIS and Anu Gary, Administration

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

Admin - Send correspondence with executed MSA to:

Donovan Ahern | Account Executive - Local Government | DocuSign

M: 415-419-4685 | docusign.com

221 Main Street #1000 San Francisco, CA 94105

Donovan.Ahern@docusign.com

Michael.Carroll@docusign.com

cc:

Brian Peacock

Cian Harrison

Ron Cink

Christie Davis

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

## **DocuSign Master Services Agreement**

This DocuSign Master Services Agreement (“**MSA**”) is made between DocuSign, Inc., a Delaware corporation, (“**DocuSign**”) and the Customer identified on the Order Form (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**.” Specific services terms, product details and any applicable license and/or subscription terms will be set forth in applicable [Service Schedule\(s\)](https://www.docusign.com/company/terms-and-conditions/msa-service-schedules) located at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>), Order Form(s) and SOW(s), each of which become binding on the Parties and incorporated into this MSA upon execution of an Order Form and/or SOW. Each Order Form and/or SOW is governed by and incorporates the following documents in effect as of the date of last update of such documents, collectively referred to as the “**Agreement**” that consists of:

1. the Order Form and/or Statement of Work;
2. any attachments and/or appendix(ices) to a Service Schedule;
3. Service Schedule(s); and
4. this MSA.

The applicable attachment(s), appendix(ices), and Service Schedule(s) is determined by the DocuSign Service(s) purchased on the Order Form and/or SOW. In the event of a conflict, the order of precedence is as set out above in descending order of control.

MSA Version: December 18, 2019.

Each Party agrees that the following terms and conditions govern each Order Form and/or SOW that references this MSA:

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## 1. DEFINITIONS

“**Account**” means a unique account established by Customer to enable its Authorized Users to access and use a DocuSign Service.

“**Account Administrator**” is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer’s Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

“**Affiliate**” of a Party means any entity that the Party directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a Party’s Affiliate as long as that interest is maintained.

“**Authorized User**” means one individual natural person, whether an employee, business partner, contractor, or agent of Customer or its Affiliates who is registered by Customer to use the DocuSign Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the DocuSign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in this Agreement and is accessing or using the DocuSign Services solely to support Customer’s and/or Customer Affiliates’ internal business purposes.

“**Confidential Information**” means (a) for DocuSign and its Affiliates, the DocuSign Services and Documentation; (b) for Customer and its Affiliates, Customer Data; (c) any other information of a Party or its Affiliates that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party, including its Affiliates, receiving Confidential Information (“**Recipient**”) (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing Party; and (d) the specific terms and conditions of this Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient’s possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party’s Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

“**Customer Data**” means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Cloud Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign Services or material provided by or on behalf of DocuSign.

**“Documentation”** means DocuSign's then-current technical and functional documentation for the DocuSign Services as made generally available by DocuSign.

**“DocuSign Cloud Service(s)”** means any subscription-based, hosted solution that is supported and operated on demand and provided by DocuSign under this Agreement.

**“DocuSign Service(s)”** means the services identified on the Order Form and/or SOW and obtained by Customer pursuant to this Agreement, including but not limited to DocuSign Cloud Services and Professional Services.

**“eDocument”** refers to a contract, notice, disclosure, or other record or document deposited into the DocuSign Cloud Service by Customer for processing.

**“Indemnified Party(ies)”** means, as the case may be, the Party (whether DocuSign or Customer) being indemnified for a third-party claim, including its employees, directors, agents, and representatives.

**“Indemnifying Party(ies)”** means the Party (whether DocuSign or Customer) that is providing indemnification under Section 9 (Third-Party Claims).

**“Order Form”** means the order form provided by DocuSign that sets forth the pricing and options of the DocuSign Services selected by Customer.

**“Order Start Date”** means the start date of the applicable Order Form as defined in that Order Form.

**“Professional Services”** means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary DocuSign Services that are set forth in an Order Form or Statement of Work (“SOW”).

**“Service Schedule”** means the service-specific terms and conditions applicable to the DocuSign Service(s).

## **2. USAGE AND ACCESS RIGHTS**

**2.1 Right to Use.** DocuSign will provide the DocuSign Services to Customer as set forth in the Order Form and/or SOW. Subject to the terms and conditions of this Agreement, DocuSign grants to Customer a worldwide, limited, non-exclusive, non-transferrable right and license during the Term, solely for its and its Affiliates’ internal business purposes, and in accordance with the Documentation, to: (a) use the DocuSign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the DocuSign Services; and (c) access and use the Documentation. Customer will make reasonable efforts to ensure that its Affiliates and all Authorized Users using the DocuSign Services under its Account comply with



all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

**2.2 Restrictions.** Customer shall not, and shall not permit its Authorized Users or others under its control to do the following with respect to the DocuSign Services:

- (a) use the DocuSign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics set forth in this Agreement, including the applicable Order Form or SOW;
- (b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the DocuSign Services or Documentation available for access by third parties except as otherwise expressly provided in this Agreement;
- (c) access or use the DocuSign Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services, or (ii) allowing access to its Account by a direct competitor of DocuSign;
- (d) reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Services or technologies, unless and then only to the extent expressly permitted by applicable law, without consent;
- (e) use the DocuSign Services or Documentation in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
- (f) fail to use commercially reasonable efforts to not interfere with or disrupt the integrity, operation, or performance of the DocuSign Services or interfere with the use or enjoyment of it by others;
- (g) use the DocuSign Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the DocuSign Cloud Service or any host, network, or account related thereto or use any aspect of the DocuSign Services components other than those specifically identified in an Order Form or SOW, even if technically possible; or
- (h) use, or allow the use of, the DocuSign Services in violation of Section 13.5 (Trade Restrictions).

**2.3 Suspension of Access.** DocuSign may suspend any use of the DocuSign Services, or remove or disable any Account or content that DocuSign reasonably and in good faith believes violates this Agreement. DocuSign will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay

notice in order to prevent imminent harm to the DocuSign Services or a third party. Under circumstances where notice is delayed, DocuSign will provide notice if and when the related restrictions in the previous sentence no longer apply.

**2.4 Trial Usage.** If Customer registers for a free trial, promotional offer, or other type of limited offer for use of the DocuSign Services (“**Free Trial**”), Customer may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into this Agreement by reference as a Service Schedule and are legally binding upon the Parties. ANY DATA THAT CUSTOMER ENTERS INTO THE DOCUSIGN SERVICES, AND ANY CONFIGURATIONS MADE BY OR FOR CUSTOMER, DURING THE FREE TRIAL WILL BE PERMANENTLY LOST AT THE END OF THE TRIAL PERIOD UNLESS CUSTOMER: (a) PURCHASES A SUBSCRIPTION TO THE SAME DOCUSIGN SERVICES AS THOSE COVERED BY THE TRIAL; (b) PURCHASES AN UPGRADED VERSION OF THE DOCUSIGN SERVICES; OR (c) EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CONFIGURATIONS MADE DURING THE FREE TRIAL TO A DOCUSIGN SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, AND IN SUCH SITUATION ANY CUSTOMER DATA OR CUSTOMIZATION WILL BE PERMANENTLY LOST. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION SECTION 8 (WARRANTIES AND DISCLAIMERS), SECTION 9 (THIRD-PARTY CLAIMS), AND SECTION 10 (LIMITATION OF LIABILITY), FREE TRIALS ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, (y) WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (z) DOCUSIGN’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER’S USE OF THE FREE TRIAL IS \$100.

### **3. OWNERSHIP**

**3.1 Customer Data.** Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to process, transmit, store or disclose the Customer Data in order to provide the DocuSign Services to Customer subject to the terms of Section 11.2 (Required Disclosure) below.

**3.2 DocuSign Services.** DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. Unless otherwise specified in the applicable SOW, all deliverables provided by or for DocuSign in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the DocuSign Service(s) under this Agreement.

**3.3 Third-Party Services or Materials.** Customer may choose to obtain products, services or materials that are provided or supported by third parties (“Third-Party Services and Materials”) for use with DocuSign Services. DocuSign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services and Materials that are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor of the Third-Party Services and Customer. DocuSign does not represent and/or warrant in any manner that Third-Party Services and Materials are accurate, current, or comply with laws, rules and/or regulations of, or are otherwise valid and enforceable in or appropriate for, the jurisdiction in which the Third-Party Services and Materials are used or for Customer’s purposes.

**3.4 Feedback.** DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources (“Feedback”). To the extent Customer provides Feedback, Customer grants to DocuSign a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (Assignability)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the DocuSign Services) without restriction; provided that such Feedback does not identify Customer, its Affiliates, or Authorized Users, or include any Customer Data without Customer’s prior written consent.

## **4. SECURITY AND CUSTOMER DATA**

**4.1 Security.** DocuSign will use commercially reasonable industry standard security technologies in providing the DocuSign Services. DocuSign has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, to preserve the security, integrity, and confidentiality of Customer Data and personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to personal data. Additional security obligations, if any, shall be set forth or referenced in the applicable Service Schedule, attachment and/or appendix.

**4.2 Customer Data.** Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the DocuSign Services. Further, Customer is solely responsible for determining the suitability of the DocuSign Services for Customer's business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer’s use of the DocuSign Services. Customer grants to DocuSign the non-exclusive right to process Customer Data (including personal data) in accordance with the applicable data protection provisions and the technical and organizational measures referred to in an applicable Service Schedule, attachment and/or appendix, for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to verify Customer’s compliance with the restrictions set forth in Section 2.2 (Restrictions) if DocuSign has a reasonable belief of Customer’s non-compliance; and (c) as otherwise set forth in this Agreement.

**4.3 Use of Aggregate Data.** Customer agrees that DocuSign may collect, use, and disclose quantitative data derived from the use of the DocuSign Services for its business purposes, including industry analysis, benchmarking, analytics, and marketing. All data collected, used, and disclosed will be in aggregate and deidentified form only and will not identify Customer, its Authorized Users, Customer Data, or any third parties utilizing the DocuSign Services.

## **5. PAYMENT OF FEES**

**5.1 Fees.** Except as expressly set forth in the applicable Order Form or SOW, Customer will pay all fees set forth in the Order Form or SOW in accordance with the following: (a) DocuSign Services fees are invoiced annually in advance; (b) the first invoice will coincide with the Order Start Date or effective date of a SOW; (c) payment will be due within thirty (30) days from the date of the invoice; and (d) all amounts will be denominated in U.S. dollars. Upon execution by Customer and DocuSign, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement, and the Term as set forth in the Order Form for DocuSign Cloud Services is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (i) notifies DocuSign of the dispute prior to the date such payment is due, specifying in such notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by DocuSign and resolution by the parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with DocuSign to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within ten (10) days following such resolution.

**5.2 Purchase Orders.** If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and DocuSign hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer, and conditions assent solely based on the terms and conditions of this Agreement as offered by DocuSign. Upon request, DocuSign shall reference the purchase order number on its invoices, provided, however, that Customer acknowledges that it is Customer's responsibility to provide the corresponding purchase order information (including a purchase order number) to DocuSign upon the signing of any Order Form. Customer agrees that a failure to provide DocuSign with the corresponding purchase order shall not relieve Customer of its obligations to provide payment to DocuSign pursuant to Section 5.1 (Fees) above.

**5.3 Offsets; Late Charges.** If DocuSign owes any amounts to Customer that are not derived from this Agreement, such amounts will not be withheld or offset against any invoice issued under this Agreement. DocuSign may assess late charges equal to the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable law. If Customer fails to timely pay any amounts due under this Agreement, then without limitation of any of its other rights or remedies, DocuSign may suspend performance of those DocuSign Services until DocuSign receives all past due amounts from Customer.

## 6. TAXES

**6.1 Tax Responsibility.** All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes (“VAT”), goods and services taxes (“GST”), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, “Taxes”). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the DocuSign Services. Taxes shall not be deducted from the payments to DocuSign, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, DocuSign receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Customer claims tax exempt status for amounts due under this Agreement, it shall provide DocuSign with a valid tax exemption certificate (authorized by the applicable governmental authority) to avoid application of Taxes to Customer’s invoice. Each Party is responsible for and shall bear Taxes imposed on its net income. Customer hereby confirms that DocuSign can rely on the ship-to name and address set forth in the Order Form(s) or SOW Customer places directly with DocuSign as being the place of supply for Tax purposes. The Parties’ obligations under this Section 6.1 (Tax Responsibility) shall survive the termination or expiration of this Agreement.

**6.2 Invoicing Taxes.** If DocuSign is required to invoice or collect Taxes associated with Customer’s purchase of, payment for, access to or use of the DocuSign Services, DocuSign will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. If applicable, Customer shall provide to DocuSign its VAT, GST or similar tax identification number(s) on the Order Form or SOW. Customer shall use the ordered DocuSign Services for Customer’s business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s).

## 7. TERM AND TERMINATION

**7.1 Term.** The term of an Order Form and any associated Service Schedule(s) is the period of time, including all renewals thereto, that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form (the “Term”). In the case of a SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by this Agreement. The term of this MSA and this Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect. Prior to the Order Start Date, DocuSign may, upon mutual agreement, start providing Professional Services and/or provide Customer access to the DocuSign Services, which will be governed by this Agreement. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

**7.2 Termination for Breach; Termination for Insolvency.** If either Party commits a material breach or default in the performance of any of its obligations under this Agreement, then the other

Party may terminate this Agreement in its entirety by giving the defaulting Party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof. Either Party may terminate this Agreement in its entirety upon written notice if the other Party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement, or an assignment for the benefit of creditors.

**7.3 Post-Termination Obligations.** If this Agreement expires or is terminated for any reason: (a) Customer will pay to DocuSign any amounts that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities of either Party to the other Party that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to DocuSign Services and intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and (e) the Parties' rights and obligations under Sections 6.1, 7.3, 8.3, and 10 through 13 will survive.

## **8. WARRANTIES AND DISCLAIMERS**

**8.1 DocuSign Service Warranties.** DocuSign warrants that during the applicable Term, the DocuSign Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services. Customer's sole and exclusive remedy for any breach of this warranty by DocuSign is for DocuSign to repair or replace the affected DocuSign Services to make them conform, or, if DocuSign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement.

**8.2 Mutual Warranties.** Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of this Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

**8.3 Disclaimer.** Except for the express representations and warranties stated in this Section 8 (Warranties and Disclaimers), SOW or a Service Schedule, DocuSign: (a) makes no additional representation or warranty of any kind -- whether express, implied in fact or by operation of law, or statutory -- as to any matter whatsoever; (b) disclaims all implied warranties, including but not limited to merchantability, fitness for a particular purpose, and title; and (c) does not warrant that the DocuSign Services are or will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of DocuSign to any third party.

## 9. THIRD PARTY CLAIMS

**9.1 By DocuSign.** DocuSign will indemnify Customer, and its commissioners, officers, employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any actual or threatened: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding (“Claim”) to the extent arising from or related to: (i) any alleged breach by DocuSign of specified security safeguards related to the DocuSign Services that results in the breach of its confidentiality obligations in Section 11 (Confidentiality); and (ii) any alleged infringement of any third-party intellectual property rights by the DocuSign Services as provided by DocuSign, or the Indemnified Party’s use thereof when used as authorized under this Agreement, provided, however, that DocuSign will not be responsible for alleged infringement that is due to the combination of DocuSign Services with goods or services provided by third parties.

**9.2 By Customer.** Customer will indemnify DocuSign, and its employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any Claim to the extent arising from or related to: (a) use of the DocuSign Services by Customer or its Account Administrator or Authorized Users in violation of this Agreement, the Documentation, or applicable law; (b) any breach by Customer of its obligations under Section 2.2 (e)-(h) (Restrictions) or Section 11 (Confidentiality); or (c) the nature and content of all Customer Data processed by the DocuSign Services.

**9.3 Procedures.** The Parties’ respective indemnification obligations above are conditioned on: (a) the Indemnified Parties giving the Indemnifying Party prompt written notice of the Claim, except that the failure to provide prompt notice will only limit the indemnification obligations to the extent the Indemnifying Party is prejudiced by the delay or failure; (b) the Indemnifying Party being given full and complete control over the defense and settlement of the Claim (as long as the settlement does not include any payment of any amounts by or any admissions of liability, whether civil or criminal, on the part of any of the Indemnified Parties); (c) the relevant Indemnified Parties providing assistance in connection with the defense and settlement of the Claim, as the Indemnifying Party may reasonably request; and (d) the Indemnified Parties’ compliance with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Parties against: (i) all damages, costs, and attorneys’ fees finally awarded against any of them with respect to any Claim; (ii) all out-of-pocket costs (including reasonable attorneys’ fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys’ fees and costs incurred without the Indemnifying Party’s consent after it has accepted defense of such Claim); and (iii) all amounts that the Indemnifying Party agreed to pay to any third party in settlement of any Claims arising under this Section 9 (Third-Party Claims) and settled by the Indemnifying Party or with its approval.

**9.4 Infringement Remedy.** If Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign’s indemnification obligations under Section 9.1 (By DocuSign) above, then DocuSign will, at its sole expense and option, either: (a) obtain for Customer the right to use the allegedly infringing portions of the DocuSign Services; (b) modify the allegedly infringing portions of the DocuSign Services so as to render them non-infringing without substantially diminishing or impairing their

functionality; or (c) replace the allegedly infringing portions of the DocuSign Services with non-infringing items of substantially similar functionality. If either DocuSign or Customer determines, reasonably and in good faith, that the foregoing remedies are not commercially reasonable, then either Party may terminate this Agreement, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under this Agreement that correspond to the unused portion of the Term. Without limiting DocuSign's obligation to indemnify Customer as set forth in Section 9.1 (By DocuSign) above, the remedy set out in this Section 9.4 (Infringement Remedy) is Customer's sole and exclusive remedy for any actual or alleged infringement by DocuSign of any third-party intellectual property rights in the event that Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign's indemnification obligations under Section 9.1 (By DocuSign).

## **10. LIMITATIONS OF LIABILITY**

**10.1 Exclusion of Damages.** EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS), UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, SALES OR BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, WORK STOPPAGE OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

**10.2 Limitation of Liability.** EXCEPT FOR: (A) THE PARTIES' OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS); (B) DAMAGES RESULTING FROM DEATH OR BODILY INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (C) DOCUSIGN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (OR THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE DOCUSIGN SERVICE(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT. THE PARTIES FURTHER ACKNOWLEDGE THAT CUSTOMER MAY HAVE STATUTORY RIGHTS AGAINST DOCUSIGN FRANCE SAS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AMOUNTS RECOVERED BY CUSTOMER AGAINST DOCUSIGN FRANCE SAS PURSUANT TO SUCH RIGHTS SHALL BE AGGREGATED WITH ANY OTHER CLAIMS HEREUNDER FOR PURPOSES OF THE CAP ON DAMAGES SET FORTH ABOVE.



**10.3 Independent Allocations of Risk.** Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by DocuSign to Customer and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

## **11. CONFIDENTIALITY**

**11.1 Restricted Use and Nondisclosure.** During and after the Term, Recipient will: (a) use the Confidential Information of the other Party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its Affiliates, attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

**11.2 Required Disclosure.** If Recipient is required by law to disclose Confidential Information of the other Party or the terms of this Agreement, Recipient will give prompt written notice to the other Party before making the disclosure, unless prohibited from doing so by the legal or administrative process, and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

**11.3 Ownership.** Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing Party's Confidential Information. Recipient's incorporation of the disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

**11.4 Remedies.** Recipient acknowledges that any actual or threatened breach of this Section 11 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches.

## **12. GOVERNING LAW AND VENUE**

**12.1** The Parties agree to the following provisions for governing law and venue for all claims and disputes arising out of or relating to this Agreement. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the following law based on the ship-to address of the Customer reflected on the Order Form.

This Agreement is governed by the laws of the State of Alabama, U.S.A., without reference to its choice of law rules to the contrary. The Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, the Circuit Court of Baldwin County, Alabama, for the purposes of adjudicating any dispute arising out of this Agreement.

**12.2** To the extent allowed by law, the English version of this Agreement is binding and other translations are for convenience only.

## **13. GENERAL**

**13.1 Relationship.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as set forth in this Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

**13.2 Assignability.** Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain without the other Party's consent, provided that: (a) the purchaser is not insolvent or otherwise unable to pay its debts as they become due; (b) the purchaser is not a competitor of the other Party; and (c) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under this Agreement will be void.

**13.3 Notices.** Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) DocuSign Services; (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of DocuSign, to [legal@docusign.com](mailto:legal@docusign.com). Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 13.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

**13.4 Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war,

fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) (“**Force Majeure Event**”), the affected Party’s performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Obligations to pay are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

**13.5 Export Control.** The DocuSign Services, Documentation, and the provision and derivatives thereof are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories (“**Trade Restrictions**”).

(a) Each Party shall comply with all applicable Trade Restrictions. In addition, each Party represents that it is not a Restricted Party, nor is it owned or controlled by, or acting on behalf of any person or entity that is a Restricted Party. “**Restricted Party**” means any person or entity that is: (a) listed on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, including, but not limited to, OFAC’s List of Specially Designated Nationals and Other Blocked Persons, the U.S. State Department’s Nonproliferation Sanctions lists, the U.S. Commerce Department’s Entity List or Denied Persons List located at <https://www.export.gov/article?id=Consolidated-Screening-List>; or (b) subject to end destination export control regulations, such as, but not limited to, the U.S. Export Administration Regulations and EU Dual-Use Regulation EC 428/2009.

(b) Customer acknowledges and agrees that it is solely responsible for complying with, and shall comply with, Trade Restrictions applicable to any of its own or its Affiliates’ or Authorized Users’ content or Customer Data transmitted through the DocuSign Services. Customer shall not and shall not permit any Authorized User to access, use, or make the DocuSign Services available to or by any Restricted Party or to or from within in a country or territory subject to comprehensive U.S. sanctions (currently including, but not limited to, Cuba, the Crimea region of the Ukraine, Iran, North Korea, and Syria).

**13.6 Anti-Corruption.** In connection with the services performed under this Agreement and Customer’s use of DocuSign’s products and services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations.

**13.7 U.S. Government Rights.** All DocuSign software (including DocuSign Services) is commercial computer software and all services are commercial items. “Commercial computer software” has the meaning set forth in Federal Acquisition Regulation (“**FAR**”) 2.101 for civilian agency purchases and the Department of Defense (“**DOD**”) FAR Supplement (“**DFARS**”) 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a civilian agency, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR

12.211 (Technical Data) and their successors. If the software is licensed or the DocuSign Services are acquired by or on behalf of any agency within the DOD, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

**13.8 Publicity.** Neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the DocuSign Service unless the prior written consent of the other Party has been obtained.

**13.9 Waiver.** The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

**13.10 Severability.** If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect.

**13.11 Entire Agreement.** This Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under this Agreement. This Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under this Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. This Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. This Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if DocuSign accepts or does not otherwise reject the purchase order or other ordering document.

**Baldwin County, by and through the Baldwin  
County Commission**

\_\_\_\_\_  
Billie Jo Underwood  
*Chairman*

ATTEST:

\_\_\_\_\_  
Wayne Dyess  
*County Administrator*

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD whose name as Chairman of the Baldwin County Commission, and WAYNE DYESS, whose name as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, personally appeared and acknowledged before me on this day that, being informed of its contents, as such officers and with full authority, executed the same voluntarily for and as the act of the Baldwin County Commission for the purposes set forth therein on the date below.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DocuSign, Inc.**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of DocuSign, Inc., is signed to the foregoing instrument and who is known to me, personally appeared and acknowledged before me on this day that, being informed of its contents, as such officer and with full authority, executed the same voluntarily for and as the act of said company for the purposes set forth therein on the date below.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Service Attachment version date: **May 25, 2018**

This **Security Attachment A for DocuSign Signature** (“Security Attachment”) sets forth DocuSign’s commitments for the protection of Customer Data and is made part of the Service Schedule for DocuSign Signature. The terms of this Security Attachment are limited to the scope of the DocuSign Signature service and are not applicable to any other Service Schedules or DocuSign Services. Unless otherwise defined in this Security Attachment, capitalized terms will have the meaning given to them in the Agreement.

## **1. DEFINITIONS**

“**Personnel**” means all employees and agents of DocuSign involved in the performance of DocuSign Signature service.

“**Process**” or “**Processing**” means, with respect to this Security Attachment, any operation or set of operations that is performed upon Customer Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

“**Production Environment**” means the System setting where software, hardware, data, processes, and programs are executed for their final and intended operations by end users of DocuSign Signature.

“**Subcontractor**” means a third party that DocuSign has engaged to perform all or a portion of the DocuSign Signature service on behalf of DocuSign.

## **2. INFORMATION SECURITY PROGRAM**

**2.1 Information Security Program.** DocuSign maintains and will continue to maintain a written information security program that includes policies, procedures, and controls governing the Processing of Customer Data through DocuSign Signature (the “Information Security Program”). The Information Security Program is designed to protect the confidentiality, integrity, and availability of Customer Data by using a multi-tiered technical, procedural, and people-related control approach in accordance with industry best practices and applicable laws and regulations.

**2.2 Permitted Use of Customer Data.** DocuSign will not Process Customer Data in any manner other than as permitted or required by the Agreement.

**2.3 Acknowledgement of Shared Responsibilities.** The security of data and information that is accessed, stored, shared, or otherwise Processed via a multi-tenant cloud service such as DocuSign Signature are shared responsibilities between a cloud service provider and its customers. As such,

the Parties acknowledge that: (a) DocuSign is responsible for the implementation and operation of the Information Security Program and the protection measures described in the Agreement and this Security Attachment; and (b) Customer is responsible for properly implementing access and use controls and configuring certain features and functionalities of DocuSign Signature that Customer may elect to use DocuSign Signature in the manner that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Customer Data.

**2.4 Applicability to Customer Data.** This Security Attachment and the Information Security Program apply specifically to the Customer Data Processed via DocuSign Signature. To the extent Customer exchanges data and information with DocuSign that does not meet the definition of “Customer Data,” DocuSign will treat such data and information in accordance with the confidentiality terms set forth in the Agreement.

### **3. SECURITY MANAGEMENT**

**3.1 Maintenance of Information Security Program.** DocuSign will take and implement appropriate technical and organizational measures to protect Customer Data located in DocuSign Signature and will maintain the Information Security Program in accordance with ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001. DocuSign may update or modify the Information Security Program from time to time provided that such updates and modifications do not result in the degradation of the overall security of DocuSign Signature.

**3.2 Background Checks and Training.** DocuSign will conduct reasonable and appropriate background investigations on all Personnel in accordance with applicable laws and regulations. Personnel must pass DocuSign’s background checks prior to being assigned to positions in which they will, or DocuSign reasonably expects them to, have access to Customer Data. DocuSign will conduct annual mandatory security awareness training to inform its Personnel on procedures and policies relevant to the Information Security Program and of the consequences of violating such procedures and policies.

**3.3 Subcontractors.** DocuSign will evaluate all Subcontractors to ensure that Subcontractors maintain adequate physical, technical, organizational, and administrative controls, based on the risk tier appropriate to their subcontracted services, that support DocuSign’s compliance with the requirements of the Agreement and this Security Attachment. All Subcontractors fall into scope for independent audit assessment as part of, or maintain an independent audit assessment which conforms to, DocuSign’s ISO 27001 audit or an equivalent standard, where their roles and activities are reviewed per control requirements. DocuSign will remain responsible for the acts and omissions of its Subcontractors as they relate to the services performed under the Agreement as if it had performed the acts or omissions itself and any subcontracting will not reduce DocuSign’s obligations to Customer under the Agreement.

**3.4 Risk and Security Assurance Framework Contact.** Customer’s account management team at DocuSign will be Customer’s first point of contact for information and support related to the



Information Security Program. The DocuSign account management team will work directly with Customer to escalate Customer's questions, issues, and requests to DocuSign's internal teams as necessary.

## **4. PHYSICAL SECURITY MEASURES**

**4.1 General.** DocuSign will maintain appropriate physical security measures designed to protect the tangible items, such as physical computer systems, networks, servers, and devices, that Process Customer Data. DocuSign will utilize commercial grade security software and hardware to protect the DocuSign Signature service and the Production Environment.

**4.2 Facility Access.** DocuSign will ensure that: (a) access to DocuSign's corporate facilities is tightly controlled; (b) all visitors to its corporate facilities sign in, agree to confidentiality obligations, and be escorted by Personnel while on premises at all times; and (c) visitor logs are reviewed by DocuSign's security team on a regular basis. DocuSign will revoke Personnel's physical access to DocuSign's corporate facilities upon termination of employment.

**4.3 Data Center Access.** DocuSign will ensure that its commercial-grade data center service providers used in the provision of DocuSign Signature maintain an on-site security operation that is responsible for all physical data center security functions and formal physical access procedures in accordance with SOC1 and SOC 2, or equivalent, standards. DocuSign's data centers are included in DocuSign's ISO 27001 or equivalent certification.

## **5. LOGICAL SECURITY**

**5.1 Access Controls.** DocuSign will maintain a formal access control policy and employ a centralized access management system to control Personnel access to the Production Environment.

1. DocuSign will ensure that all access to the Production Environment is subject to successful two-factor authentication globally from both corporate and remote locations and is restricted to authorized Personnel who demonstrate a legitimate business need for such access. DocuSign will maintain an associated access control process for reviewing and implementing Personnel access requests. DocuSign will regularly review the access rights of authorized Personnel and, upon change in scope of employment necessitating removal or employment termination, remove or modify such access rights as appropriate.
2. DocuSign will monitor and assess the efficacy of access restrictions applicable to the control of DocuSign's system administrators in the Production Environment, which will entail generating system individual administrator activity information and retaining such information for a period of at least 12 months.

**5.2 Network Security.** DocuSign will maintain a defense-in-depth approach to hardening the Production Environment against exposure and attack. DocuSign will maintain an isolated Production Environment that includes commercial grade network management controls such as load balancers, firewalls, intrusion detection systems distributed across production networks, and malware protections. DocuSign will complement its Production Environment architecture with prevention and detection technologies that monitor all activity generated and send risk-based alerts to the relevant security groups.

**5.3 Malicious Code Protection.** DocuSign will ensure that: (a) its information systems and file transfer operations have effective and operational anti-virus software; (b) all anti-virus software is configured for deployment and automatic update; and (c) applicable anti-virus software is integrated with processes and will automatically generate alerts to DocuSign's Cyber Incident Response Team if potentially harmful code is detected for their investigation and analysis.

**5.4 Code Reviews.** DocuSign will maintain a formal software development lifecycle that includes secure coding practices against OWASP and related standards and will perform both manual and automated code reviews. DocuSign's engineering, product development, and product operations management teams will review changes included in production releases to verify that developers have performed automated and manual code reviews designed to minimize associated risks. In the event that a significant issue is identified in a code review, such issue will be brought to DocuSign senior management's attention and will be closely monitored until resolution prior to release into the Production Environment.

**5.5 Vulnerability Scans and Penetration Tests.** DocuSign will perform both internal and external vulnerability scanning and application scanning. Quarterly external scans and annual penetration tests against DocuSign Signature and the Production Environment will be conducted by external qualified, credentialed, and industry recognized organizations. DocuSign will remedy vulnerabilities identified during scans and penetration tests in a commercially reasonable manner and timeframe based on severity. Upon Customer's reasonable written request, DocuSign will provide third party attestations resulting from vulnerability scans and penetration tests per independent external audit reports. For clarification, under no circumstance will Customer be permitted to conduct any vulnerability scans or penetration testing against the Production Environment.

## **6. STORAGE, ENCRYPTION, AND DISPOSAL**

**6.1 Separation.** DocuSign will logically separate Customer Data located in the Production Environment from other DocuSign customer data.

**6.2 Encryption Technologies.** DocuSign will encrypt Customer Data in accordance with industry best practice standards. All access and transfer of data to and from DocuSign Signature will be via HTTPS and DocuSign will only support industry recognized and best practice cipher suites. DocuSign will encrypt all eDocuments persisted on the Production Environment with an AES 256-bit, or equivalent, encryption key.

**6.3 Disposal.** DocuSign will maintain a data disposal and re-use policy for managing assets and implement industry recognized processes and procedures for equipment management and secure media disposal.

## **7. BUSINESS CONTINUITY AND DISASTER RECOVERY**

**7.1 Continuity Plan.** DocuSign will maintain a written business continuity and disaster recovery plan that addresses the availability of DocuSign Signature (“Continuity Plan”). The Continuity Plan will include elements such as: (a) crisis management, plan and team activation, event and communication process documentation; (b) business recovery, alternative site locations, and call tree testing; and (c) infrastructure, technology, system(s) details, recovery activities, and identification of the Personnel and teams required for such recovery. DocuSign will, at a minimum, conduct a test of the Continuity Plan on an annual basis.

**7.2 DocuSign Signature Continuity.** DocuSign’s production architecture for DocuSign Signature is designed to perform secure replication in near real-time to multiple active systems in geographically distributed and physically secure data centers. DocuSign will ensure that: (a) infrastructure systems for DocuSign Signature have been designed to eliminate single points of failure and to minimize the impact of anticipated environmental risks; (b) each data center supporting DocuSign Signature includes full redundancy and fault tolerance infrastructure for electrical, cooling, and network systems; and (c) Production Environment servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability.

## **8. INCIDENT RESPONSE AND BREACH NOTIFICATION**

**8.1 General.** DocuSign will maintain a tested incident response program, which will be managed and run by DocuSign’s dedicated Global Incident Response Team. DocuSign’s Global Incident Response Team will operate to a mature framework that includes incident management and breach notification policies and associated processes. DocuSign’s incident response program will include, at a minimum, initial detection; initial tactical response; initial briefing; incident briefing; refined response; communication and message; formal containment; formal incident report; and post mortem/trend analysis.

**8.2 Breach Notification.** Unless notification is delayed by the actions or demands of a law enforcement agency, DocuSign shall report to Customer: (a) any unlawful access or unauthorized acquisition use, or disclosure of Customer Data persisted in DocuSign Signature (a “Data Breach”) within seventy-two (72) following determination by DocuSign that a Data Breach has occurred. DocuSign’s obligation to report a Data Breach under this Security Attachment is not and will not be construed as an acknowledgement by DocuSign of any fault or liability of DocuSign with respect to such Data Breach.

**8.3 Breach Response.** DocuSign shall take reasonable measures to mitigate the cause of any Data Breach and shall take reasonable corrective measures to prevent future Data Breaches. As information is collected or otherwise becomes available to DocuSign and unless prohibited by law, DocuSign shall provide information regarding the nature and consequences of the Data Breach that are reasonably requested to allow Customer to notify affected individuals, government agencies and/or credit bureaus. Due to the encryption configuration and security controls associated with DocuSign Signature, DocuSign will not have access to or know the nature of the information contained within Customer's eDocuments and, as such, the Parties acknowledge that it may not be possible for DocuSign to provide Customer with a description of the type of information or the identity of individuals who may be affected by a Data Breach. Customer is solely responsible for determining whether to notify impacted individuals and for providing such notice, and for determining if regulatory bodies or enforcement commissions applicable to Customer or Customer's use of DocuSign Signature need to be notified of a Data Breach.

## **9. INDEPENDENT ASSURANCES AND AUDITS**

**9.1 Independent Assurances.** DocuSign uses independent external auditors to verify the adequacy of its Information Security Program. Upon Customer's reasonable written request, DocuSign will provide Customer with third party attestations, certifications, and reports relevant to the establishment, implementation, and control of the Information Security Program, including DocuSign's ISO 27001 certification, PCI DSS certification, and Service Organization Controls (SOC) reports.

**9.2 Regulatory Audit.** If Customer's governmental regulators require that Customer perform an on-site audit of DocuSign's Information Security Program, as supported by evidence provided by Customer, Customer may at Customer's expense, either through itself or a third party independent contractor selected by Customer, conduct an on-site audit of DocuSign's Information Security Program, including DocuSign's data centers and corporate facilities relevant to the security of Customer Data ("Regulatory Audit"). Customer must submit any requests for an onsite Regulatory Audit to its DocuSign account management representative, who will work with DocuSign's internal teams to schedule such audit. If a Regulatory Audit requires the equivalent of more than one business day of DocuSign Personnel's time to support such audit, DocuSign may, at its discretion, charge Customer an audit fee at DocuSign's then-current rates, which will be made to Customer upon request, for each day thereafter.

**9.3 Audit for Data Breach.** Following a Data Breach, DocuSign will, upon Customer's written request, promptly engage a third party independent auditor, selected by DocuSign and at DocuSign's expense, to conduct an on-site audit of DocuSign's Information Security Program, including DocuSign's data centers and corporate facilities relevant to the security of Customer Data. DocuSign will promptly provide Customer with the report of such audit.

**9.4 Conditions of Audit.**

1. Audits conducted pursuant to this Security Attachment must: (i) be conducted during reasonable times and be of reasonable duration; (ii) not unreasonably interfere with DocuSign's day-to-day operations; and (iii) be conducted under mutually agreed upon terms and in accordance with DocuSign's security policies and procedures. DocuSign reserves the right to limit an audit of configuration settings, sensors, monitors, network devices and equipment, files, or other items if DocuSign, in its reasonable discretion, determines that such an audit may compromise the security of DocuSign Signature or the data of other DocuSign customers. Customer's audit rights do not include penetration testing or active vulnerability assessments of the Production Environment or DocuSign Systems within their scope.
2. In the event that Customer conducts an audit through a third party independent contractor, such independent contractor must enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth in the Agreement to protect DocuSign's confidential information.
3. Customer must promptly provide DocuSign with any audit, security assessment, compliance assessment reports and associated findings prepared by it or its third party contractors for comment and input prior to formalization and/or sharing such information with a third party.

**9.5 Remediation and Response Timeline.** If any audit performed pursuant to this Security Attachment reveals or identifies any non-compliance by DocuSign of its obligations under the Agreement and this Security Attachment, then (a) DocuSign will work to correct such issues; and (b) Customer may request feedback and information regarding corrective and remedial actions taken in relation to such audit for no more than 60 days after the date upon which such audit was conducted; and (c) Customer may, at any time during the 60 day period following the date the audit was conducted, terminate the Agreement.

Service Attachment version date: July 17, 2018

This **Data Protection Attachment B for DocuSign Signature** (“DPA”) is incorporated into and made part of the [Service Schedule for DocuSign Signature \(https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature\)](https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature) and governs the Processing of Personal Data by DocuSign as a Processor on behalf of Customer or Customer Affiliates, as applicable. Unless otherwise defined in this DPA, capitalized terms will have the meaning given to them in the Agreement.

## 1. DEFINITIONS

**General.** The terms “Personal Data,” “Personal Data Breach,” “Process/Processing,” “Controller,” “Processor,” “Subprocessor,” and “Data Subject” have the meanings ascribed to them under the General Data Protection Regulation; provided that the term “Personal Data” as used herein only applies to Personal Data for which DocuSign is a Processor.

“EEA” means the European Economic Area.

“**General Data Protection Regulation**” or “the **GDPR**” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

“**Processor Privacy Code**” or “**Processor Code**” means DocuSign’s processor binding corporate rules for the Processing of Personal Data, the most current version of which is available on DocuSign’s website, available at <https://trust.docusign.com/en-us/trust-certifications/gdpr/bcr-p-processor-privacy-code/>.

## 2. DATA PROCESSING AND PROTECTION OF PERSONAL DATA

**2.1 Scope of Data Processing.** The duration of the Processing of Personal Data will be the same as the duration of the Agreement, except as otherwise agreed to in writing by the parties. The subject matter of the Processing of Personal Data is set out in the Agreement and this DPA. The nature and purpose of the Processing of Personal Data involve the provision of the DocuSign Signature service to Customer, as set out in the Agreement and this DPA.

**2.2 Data Processing Limitations.** With respect to Personal Data Processed by DocuSign or DocuSign Affiliate as a Processor on behalf of Customer or Customer Affiliate or as a Subprocessor where Customer Processes such Personal Data on behalf of its customers (or both), DocuSign will: (a) Process Personal Data only as necessary to provide the Services in accordance with the terms of the Agreement or as instructed by Customer in writing, including in electronic form, and consistent with the terms of the Agreement; and (b) not disclose Personal Data to third parties except: (i) to employees, service providers, or advisers who have a need to know the Personal Data and are under confidentiality obligations at least as restrictive as those described under this DPA or (ii) as required to comply with valid legal process in accordance with the terms

of the Agreement. If DocuSign has reason to believe Customer's instructions infringe the GDPR or other EEA data protection provisions, then DocuSign will immediately notify Customer.

**2.3 Assistance to Customer and Regulatory Investigation.** Upon written request, DocuSign will provide reasonable assistance and information to Customer in fulfilling any legal obligations that Customer may have under the GDPR regarding data protection impact assessments, data and systems inventory, records of Processing, and related consultations of data protection authorities, or in the event of an investigation by any governmental authorities, if and to the extent that such investigation relates to Personal Data Processed by DocuSign in accordance with the Agreement. Such assistance will be at Customer's sole expense, except where such an investigation was required due to DocuSign's failure to act in accordance with the Agreement.

**2.4 Transfers of Personal Data from EEA.** In providing the DocuSign Signature service, DocuSign may transfer and access Personal Data to and from other countries where DocuSign has operations or Subprocessors, or as otherwise required by applicable law. DocuSign's Processor Privacy Code and the additional terms in this Section 2.4 will apply to DocuSign's Processing of Personal Data on Customer's behalf as a data processor in providing the DocuSign Signature service, where such Personal Data is: (i) subject to any restriction under the GDPR or other applicable EEA data protection laws regarding outbound transfers of Personal Data, and (ii) Processed by DocuSign in a country outside of the EEA. The most current version of the Processor Code is available on DocuSign's website, currently located at <https://trust.docusign.com/en-us/trust-certifications/gdpr/bcr-p-processor-privacy-code/>, and the terms of the Processor Code are incorporated by reference into this DPA. Capitalized terms used but not defined in this Section 2.4 have the meanings set forth in the Processor Code. DocuSign will make commercially reasonable efforts to maintain the EU authorization of its Processor Code for the duration of the Agreement and will promptly notify Customer of any subsequent material changes in the EU authorization of its Processor Code. DocuSign will at all times remain solely liable to Customer or Customer Affiliate for DocuSign's obligations (and those of its Affiliates, if any) under this DPA, and in no event will any other DocuSign Affiliate owe liability to Customer or Customer Affiliate under this DPA, except where and to the extent required by applicable law.

**3. CUSTOMER RESPONSIBILITIES.** Customer acknowledges that it is responsible for properly implementing access and use controls and configuring certain features and functionalities of DocuSign Signature that Customer may elect to use and that it will do so in such manner that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Personal Data. DocuSign will be entitled to rely solely on Customer or Customer Affiliate's instructions relating to Personal Data Processed by DocuSign. Customer is responsible for coordinating all communication with DocuSign under this DPA, including, without limitation, any communication in relation to this DPA on behalf of its Affiliates.

**4. INFORMATION SECURITY.** DocuSign will safeguard Personal Data with appropriate technical, physical, and organizational measures as described more fully in the Processor Code and the Agreement for the provision of the DocuSign Signature service. The parties agree that the audit reports and audit rights provided under the Processor Code and Agreement will be used to

satisfy any audit or inspection requests by or on behalf of Customer and to demonstrate compliance with applicable obligations of DocuSign under this DPA.

**5. PERSONAL DATA BREACH.** If DocuSign receives a request from a Data Subject notifying or informing DocuSign that it relates to the Customer Data of the Customer, DocuSign will notify the Customer within three business days of receiving such a request. DocuSign's notification to the Customer will only confirm that DocuSign received a Data Subject request that relates to the Customer Data of the Customer and the Customer will be responsible for responding to any such request. In addition to DocuSign's notification obligation mentioned above, for all other requests from any Data Subject to access, correct, restrict, or delete Personal Data, DocuSign will advise such Data Subject to submit its request to Customer and Customer will be responsible for responding to any such request using the functionality of DocuSign Signature. Any non-standard Customer requests will be at the Customer's expense.

**6. DATA PRIVACY CONTACT.** DocuSign's data privacy officer can be reached at the following address:

DocuSign, Inc.  
Attn: Chief Privacy Officer  
221 Main Street, Suite 1000  
San Francisco, CA 94105

**7. DATA SUBJECT RIGHTS – ACCESS, CORRECTION, RESTRICTION, AND DELETION.** Taking into account the nature of the Processing, DocuSign Signature provides functionality to assist Customer by appropriate technical and organizational measures, insofar as this is possible, to access, correct, amend, restrict, or delete Personal Data contained in DocuSign Signature to address requests by a Data Subject under the GDPR. To the extent Customer, in its use of DocuSign Signature, is not familiar with DocuSign Signature functionality that may be used for these purposes, DocuSign will provide Customer with additional Documentation or customer support assistance to educate the Customer on how to take such actions in a manner consistent with the functionality of DocuSign Signature and in accordance with the terms of the Agreement. If DocuSign receives any request from any Data Subject to access, correct, restrict, or delete Personal Data, DocuSign will advise such Data Subject to submit its request to Customer and Customer will be responsible for responding to any such request using the functionality of DocuSign Signature.

**8. SUBPROCESSORS.** DocuSign may engage Subprocessors to provide parts of DocuSign Signature, subject to the restrictions of the Agreement and this DPA. DocuSign will ensure that Subprocessors Process Personal Data only in accordance with the terms of this DPA and that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required by this DPA. Before appointing any new Subprocessors, DocuSign will inform Customer of the appointment (including the name and location of such Subprocessor and



the activities it will perform) either by electronic mail, via DocuSign Signature, or by publication to a DocuSign website provided to Customer prior to any appointment. Customer may object to DocuSign's appointment by giving written notice to DocuSign within thirty (30) days of being informed by DocuSign of such appointment, and if, within thirty (30) days of DocuSign's receipt of Customer's objection, DocuSign fails to provide a commercially reasonable alternative to avoid the Processing of Personal Data by the appointed Subprocessor, Customer may, as its sole and exclusive remedy, terminate any DocuSign Signature services to which this DPA applies.

**9. RETURN OR DISPOSAL.** Prior to termination or expiration of the Agreement for any reason, Customer may retrieve Personal Data processed by DocuSign Signature in accordance with the terms of the Agreement, and at Customer's request provided in writing to DocuSign, DocuSign will promptly return or delete Personal Data from DocuSign Signature, unless applicable law requires storage of the Personal Data.

[FREE TRIAL](#)

## DOCUSIGN SITES & SERVICES TERMS AND CONDITIONS

Last updated on December 18, 2019

**IMPORTANT NOTICE: THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE DOCUSIGN SERVICES. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE MANDATORY ARBITRATION AND WAIVER OF CLASS ACTION SECTION BELOW. PLEASE READ CAREFULLY.**

These DocuSign Services Terms and Conditions (“Terms”) govern access to and use of the DocuSign (“DocuSign,” “we” or “us”) web sites and services (collectively, the “Site”) by site visitors (“Site Visitors”) and by individuals or entities who purchase services (“DocuSign Services”) or create an account (“Account”) and their Authorized Users (collectively, “Customers”). By using the Site or any DocuSign Services, you as a Site Visitor or Customer accept these Terms (whether on behalf of yourself or a legal entity you represent). An “Authorized User” of a Customer is each an individual natural person, whether an employee, business partner, contractor, or agent of a Customer who is registered or permitted by Customer to use the DocuSign Services subject to these Terms and up to any maximum number of users or uses specified at the time of purchase. Customers and Site Visitors may be referred to in these Terms as “you” and “your” as applicable.

If you are a Customer and you or your organization are bound by a Master Services Agreement with DocuSign (“Corporate Terms”), then these Terms will apply, if at all, only to use of the Site or any DocuSign Services to the extent such use is not already governed by such a Master Services Agreement. For the avoidance of doubt, all references to the “Site” in these Terms also include the DocuSign Services.

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM THE SITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SITE IMMEDIATELY.

## 1. Updates and Communications

**1.1** We may revise these Terms or any additional terms and conditions that are relevant to a particular DocuSign Service from time to time to reflect changes in the law or to the DocuSign Services. We will post the revised terms on the Site with a “last updated” date. PLEASE REVIEW THE SITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE DOCUSIGN SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS. You agree that we shall not be liable to you or to any third party for any modification of the Terms.

**1.2** You agree to receive all communications, agreements, and notices that we provide in connection with any DocuSign Services (“Communications”), including, but not limited to, Communications related to our delivery of the DocuSign Services and your purchase of or subscription to the DocuSign Services, via electronic means, including by e-mail, text, in-app notifications, or by posting them on the Site or through any DocuSign Services. You agree that all Communications we provide to you electronically satisfy any legal requirement that such Communications be in writing or be delivered in a particular manner and you agree to keep your Account contact information current.

## 2. ADDITIONAL TERMS FOR DOCUSIGN SERVICES

**2.1 DocuSign Signature.** If you use DocuSign Signature, you accept the Terms of the DocuSign Signature Schedule [below](#).

**2.2 DocuSign Rooms.** If you use DocuSign Rooms, you accept the Terms of the DocuSign Rooms Schedule [below](#).

## 3. USAGE AND ACCESS RIGHTS

**3.1 Eligibility to Use.** You represent and warrant that you are: (a) of legal age (18 years of age or older or otherwise of legal age in your resident jurisdiction) and competent to agree to these Terms; and (b) you (or your Authorized Users, as applicable) are not and will not when using the Site be located in, under the control of, or a national or resident of a U.S. embargoed country or territory and are not a prohibited end user under Export Control Laws (as defined in Section 12.3). You acknowledge that you are not permitted to use the Site if you cannot make these representations. If DocuSign has previously prohibited you from accessing the Site or using the DocuSign Services, you are not permitted to access the Site or use the DocuSign Services. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity).

**3.2 Limited License.** Upon your acceptance of these Terms, we grant you a limited, non-exclusive and non-transferable license to access and use the Site for your internal business purposes and only as expressly permitted in these Terms and any applicable paid Customer plan that enables registration of an Account for the use of a DocuSign Service (“Subscription Plan”) when applicable. You shall not use or permit use of the Site for any illegal purpose or in any manner inconsistent with the provisions of these Terms. If you are or become a direct competitor of DocuSign, you may not access or use the DocuSign Services without DocuSign’s explicit, advance, written consent, and then only for the purposes authorized in writing. Except as otherwise restricted by these Terms, DocuSign grants you permission on a non-exclusive, non-transferable, limited basis to display, copy, and download content and materials on the Site provided that you: (a) retain all copyright and other proprietary notices on the content and materials; (b) use them solely for personal or internal, non-commercial use or in accordance with any applicable Subscription Plan; and (c) do not modify them in any way. Each discrete Subscription Plan includes restrictions and requirements that outline the features that Customer will be able to access. Any violation by you of the license provisions contained in this Section 3 may result in the immediate termination of your right to use the Site, as well as potential liability for copyright infringement or other claims depending on the circumstances.

## **4. OWNERSHIP**

**4.1 Intellectual Property.** The Site contains materials that are proprietary and are protected by copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property laws and treaties.

**4.1.1** The Site is also protected as a collective work or compilation under copyright and other laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on the Site. You acknowledge that the Site contains original works that have been developed, compiled, prepared, revised, selected, and arranged by DocuSign and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and which constitute valuable intellectual property of DocuSign and such others. All present and future rights in and to trade secrets, patents, designs, copyrights, trademarks, database rights, service marks, know-how, and other intellectual property or other proprietary rights of any type, Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or process related thereto, including rights in and to all applications and registrations relating to the Site, shall, as between you and DocuSign, at all times be and remain the sole and exclusive property of DocuSign.

**4.1.2** The trademarks, logos, taglines, and service marks displayed on the Site (collectively, the “Trademarks”) are registered and unregistered Trademarks of DocuSign and others. The Trademarks may not generally be used in any advertising or publicity, or otherwise to indicate DocuSign's sponsorship of or affiliation with any product, service, event, or organization without DocuSign's prior express written

permission. DocuSign acknowledges the Trademarks of other organizations for their respective products or services mentioned on the Site. Any rights not expressly granted in these Terms or on the IP Pages are reserved by DocuSign, Inc. Other than as provided in these Terms or in the [IP Pages](https://www.docusign.com/IP) (<https://www.docusign.com/IP>) incorporated herein by reference, your use of the Trademarks, or any other DocuSign content, is strictly prohibited.

**4.1.3 Copyright.** DocuSign respects copyright law and expects its users to do the same. If you believe that any content or material on the Site infringes copyrights you own, please notify us in accordance with our [Copyright Policy](https://www.docusign.com/IP/infringement) (<https://www.docusign.com/IP/infringement>).

**4.2 Software Use Restrictions.** Software available for downloading through the Site or third-party websites or applications (the "Software") is the copyrighted work of DocuSign and third-party providers. Use of the Software is governed by these Terms. Unauthorized reproduction or distribution of the Software is expressly prohibited by law, and may result in civil and criminal penalties. Violators may be prosecuted.

#### **4.3 Non-eDocument Content and Submissions/User Content.**

**4.3.1 Submissions.** The Site or DocuSign Services may enable you to submit, post, upload, or otherwise make available (collectively, "Post") content such as questions, public messages, ideas, product feedback, comments, and other content (collectively, "User Content") that may or may not be viewable by other users. If you Post User Content, unless we indicate otherwise, you grant us a nonexclusive, royalty-free, and fully sublicensable right to access, view, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display such User Content throughout the world in any form, media, or technology now known or hereafter developed. You also permit any other user to view, copy, access, store, or reproduce such User Content for that user's personal use. You grant us the right to use the name and other information about you that you submit in connection with such User Content. You represent and warrant that: (a) you own or otherwise control all of the rights to the User Content that you Post; (b) the User Content you Post is truthful and accurate; and (c) use of the User Content you Post does not violate these Terms or any applicable laws. For the avoidance of doubt, User Content does not include any document, such as a contract, disclosure, or notice that you deposit into the DocuSign Signature service for processing ("eDocuments").

**4.3.2 Screening & Removal.** You acknowledge and agree that DocuSign and its designees may or may not, at DocuSign's discretion, pre-screen User Content before its appearance on the Site or DocuSign Services, but that DocuSign has no obligation to do so. You further acknowledge and agree that DocuSign reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit, or remove any User Content that is contributed to the Site or DocuSign Services. Without limiting the foregoing, DocuSign and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in DocuSign's sole discretion.

You acknowledge and agree that DocuSign does not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

## **5. RESTRICTIONS ON USE OF THE SITE**

**5.1** By using the Site, including any DocuSign Service, you specifically agree not to engage in any activity or transmit any information that, in our sole discretion:

- a. Is illegal, or violates any federal, state, or local law or regulation;
- b. Advocates illegal activity or discusses illegal activities with the intent to commit them;
- c. Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
- d. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libelous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;
- e. Interferes with any other party's use and enjoyment of the Services;
- f. Attempts to impersonate another person or entity;
- g. Is commercial in a way that violates these Terms, including but not limited to, using the Site for spam, surveys, contests, pyramid schemes, or other advertising materials;
- h. Falsely states, misrepresents, or conceals your affiliation with another person or entity;
- i. Accesses or uses the account of another user without permission;
- j. Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- k. Interferes with, disrupts, disables, overburdens, or destroys the functionality or use of any features of the Site, or the servers or networks connected to the Site, or any of the DocuSign Services;

- l. “Hacks” or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else;
- m. Improperly solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;
- n. Decompiles, reverse engineers, disassembles, or otherwise attempts to derive source code from the Site, except as expressly permitted in these Terms or by law, unless and then only to the extent permitted by applicable law without consent;
- o. Removes, circumvents, disables, damages, or otherwise interferes with security-related features, or features that enforce limitations on use of the Site;
- p. Uses automated or manual means to violate the restrictions in any robot exclusion headers on the Site, if any, or bypasses or circumvents other measures employed to prevent or limit access, for example by engaging in practices such as “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining lists of users or other information;
- q. Modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers, or otherwise commercializes any materials or content on the Site;
- r. Uses the Services for benchmarking, or to compile information for a product or service;
- s. Downloads (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), distributes, posts, transmits, performs, reproduces, broadcasts, duplicates, uploads, licenses, creates derivative works from, or offers for sale any content or other information contained on or obtained from or through the Site or DocuSign Services, by any means except as provided for in these Terms or with the prior written consent of DocuSign; or
- t. Attempts to do any of the foregoing.

If you believe content on the Site violates the above restrictions, please [contact us here: \(https://support.docusign.com/contactSupport\)](https://support.docusign.com/contactSupport).

**5.2** In addition, Customers shall not, and shall not permit others to, do the following with respect to the DocuSign Services:

- a. Use the DocuSign Services or allow access to them in a manner that circumvents contractual usage restrictions or that exceeds authorized use or usage metrics set forth in these Terms, any applicable Subscription Plan or DocuSign's [Reasonable Use Policy](https://www.docusign.com/company/reasonable-use-policy) (<https://www.docusign.com/company/reasonable-use-policy>) incorporated herein by reference;
- b. License, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the DocuSign Services or DocuSign's then-current technical and functional documentation for the DocuSign Services ("Documentation") available for access by third parties except as otherwise expressly provided in these Terms; or
- c. Access or use the DocuSign Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services or (ii) allowing access to your Account by a direct competitor of DocuSign.

**5.3** You may not frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. You may link to the Site, provided that you acknowledge and agree that you will not link the Site to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Site effective immediately.

**5.4** You acknowledge that we have no obligation to monitor your – or anyone else's – access to or use of the Site for violations of these Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Site (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes, analytics, and advertising), to ensure your compliance with these Terms and to comply with applicable law or the order or requirement of a court, consent decree, administrative agency or other governmental body.

## **6. PRIVACY**

**6.1 DocuSign Privacy Policy.** You acknowledge that except as described in these Terms or applicable Corporate Terms, the information you provide to us or that we collect will be used and protected as described in the [DocuSign Privacy Policy](https://www.docusign.com/company/privacy-policy) (<https://www.docusign.com/company/privacy-policy>). Please read the Privacy Policy carefully.



**6.2 Data Processing/Transfer.** If Customer or Customer's Affiliate is established in the United Kingdom, a Member State of the European Economic Area, or Switzerland, the Data Protection Attachment for DocuSign Signature found at: <https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature/attachment-data-protection> ("DPA") applies to the processing of any Personal Data (as defined in Section 1 of the DPA).

**6.3 Access & Disclosure.** We may access, preserve, or share any of your information when we believe in good faith that such sharing is reasonably necessary to investigate, prevent, or take action regarding possible illegal activities or to comply with legal process (e.g. a subpoena or other legal process). We may also share your information in situations involving potential threats to the physical safety of any person, violations of the DocuSign Privacy Policy or our user agreements or terms; or to respond to the claims of violation of the rights of third parties and/or to protect the rights, property and safety of DocuSign, our employees, users, or the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organizations.

## **7. TERMS SPECIFIC TO DOCUSIGN SERVICES**

**7.1 Right to Use DocuSign Services.** Subject to these Terms, DocuSign will provide the DocuSign Services to Customers in accordance with each Customer's Subscription Plan, and DocuSign grants to each Customer a limited non-exclusive, non-transferrable right and license during the Term, solely for its internal business purposes and in accordance with the Documentation, to: (a) use the DocuSign Services; (b) implement, configure, and, through its Account Administrator(s), permit its Authorized Users to access and use the DocuSign Services up to any applicable limits or maximums; and (c) access and use the Documentation.

**7.1.1 Authorized Users.** Authorized Users of Customer must be identified by a unique email address and user name and two or more natural persons may not use the DocuSign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the user is under confidentiality and other obligations with Customer at least as restrictive as those in these Terms, and is accessing or using the DocuSign Services solely to support Customer's internal business purposes.

**7.1.2 Account Administrator.** Customer may assign and expressly authorize an Authorized User(s) as its agent to manage Customer's Account, and management of Customer's Account includes, without limitation, configuring administration settings, assigning access and use authorization, requesting different or additional services, providing usage and performance records, managing templates, executing approved campaigns and events, assisting in third-party product integrations, and accepting notices, disclosures, and terms and conditions ("Account Administrator"). Customer may appoint an employee, agent or a third-party business partner or contractor to act

as its Account Administrator(s) and may change its designation at any time through its Account.

## **7.2 Payment Terms.**

**7.2.1 Subscription Plan.** The prices, features, and options of the DocuSign Services depend on the Subscription Plan selected as well as any changes instigated by Customer. DocuSign does not represent or warrant that a particular Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Subscription Plan without prior notice.

**7.2.2 No Refunds.** Customer will timely pay DocuSign all fees associated with its Subscription Plan, Account, or use of the DocuSign Services, including, but without limitation, by Authorized Users. CUSTOMER'S PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS. Charges for pre-paid Subscription Plans will be billed to Customer in advance. Charges for per-use purchases and standard Subscription Plan charges will be billed in arrears unless otherwise specified in the Subscription Plan.

**7.2.3 Recurring Charges.** When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method that you are authorized to use. You will be billed for your Subscription Plan either through the payment method you provide, such as a credit card, or through an intermediary provider such as iTunes, Google Play, or a similar app store ("App Store"). Customer must promptly notify DocuSign of any change in its invoicing address and must update its Account with any changes related to its payment method. BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN, CUSTOMER AUTHORIZES DOCUSIGN OR ITS AGENT TO CHARGE ITS PAYMENT METHOD ON A RECURRING (E.G. MONTHLY OR YEARLY) BASIS ("AUTHORIZATION") FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH CUSTOMER'S USE OF THE DOCUSIGN SERVICES. The Authorization continues through the applicable Subscription Term and any Renewal Term (as defined in Section 8.2.3, below) until Customer cancels as set forth in Section 8.2 of these Terms.

**7.2.4 Late Fees & Collection Costs.** If DocuSign does not receive payment from Customer's payment method, Customer agrees to pay all amounts due upon demand. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign may not be withheld or offset by Customer for any reason against amounts due or asserted to be due from DocuSign.

**7.2.5 Invoices.** DocuSign will provide billing and usage information in a format we choose, which may change from time to time. DocuSign reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. Customer agrees to notify us about any billing problems or discrepancies within thirty (30) days after they first appear on your invoice. If Customer does not bring such problems/discrepancies to our attention within thirty (30) days, it agrees to waive its right to dispute such problems or discrepancies.

**7.2.6 Billing Cycles.** Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. Customer agrees that we may (at our option) accumulate charges incurred during a billing cycle and submit them as one or more aggregate charges during or at the end of a cycle, and that we may delay obtaining authorization or payment from Customer's payment card issuer or App Store until submission of the accumulated charge(s).

**7.2.7 Benefit Programs.** You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government agreement with us ("Business Terms"). Any and all such Benefits are provided solely as a result of the corresponding Business Terms and such Benefits may be modified or terminated without notice. If you use the DocuSign Services and a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Subscription Plan or receive certain Benefits tied to Business Terms with us, but you are liable for your own charges, then you authorize us to share enough account information to verify your continuing eligibility for those Benefits and the Subscription Plan.

**7.2.8 Tax Responsibility.** All payments required by these Terms are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon, excluding taxes based on DocuSign's net income (collectively, "Taxes"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the DocuSign Services. Where the responsibility to remit Taxes falls upon DocuSign, the Taxes will be added to the payment and payable to DocuSign at the same time as the payment. Taxes shall not be deducted from the payments to DocuSign, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, DocuSign receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Customer hereby confirms that DocuSign can rely on the name and address set forth in its registration for a Subscription Plan as being the place of supply for Tax purposes. DocuSign's and Customer's obligations under this Section 7.2.8 (Tax Responsibility) shall survive the termination or expiration of these Terms.

**7.2.9 Intermediary Provider Billing.** If your Subscription Plan is based on intermediary provider billing, your intermediary provider will automatically charge your App Store account monthly for the cost of the Subscription Plan and any applicable taxes. If you are not current with your Subscription Plan payments, we reserve the right to terminate your account, suspend your access to your Subscription Plan, or convert your Subscription Plan subscription to a non-subscription account. You will be responsible for paying all past due amounts.

### **7.3 Free Trial and Special Offers for DocuSign Services.**

**7.3.1** If you register for a free trial, promotional offer, or other type of limited offer for use of DocuSign Services (“Free Trial”), you may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into these Terms by reference and are legally binding. This Section 7.3 (Free Trial and Special Offers for DocuSign Services) supersedes and applies notwithstanding any conflicting provisions with regard to access and use of a Free Trial.

**7.3.2** DocuSign reserves the right to reduce the term of a trial period or end it altogether without prior notice.

**7.3.3** The version of the DocuSign Services that is available for a Free Trial may not include or allow access to all features or functions. ANY DATA THAT A CUSTOMER ENTERS INTO THE DOCUSIGN SERVICES, AND ANY CONFIGURATIONS MADE BY OR FOR A CUSTOMER, DURING THE FREE TRIAL WILL BE PERMANENTLY LOST AT THE END OF THE TRIAL PERIOD UNLESS THE CUSTOMER: (a) PURCHASES A SUBSCRIPTION PLAN TO DOCUSIGN SERVICES THAT IS EQUIVALENT TO OR GREATER THAN THOSE COVERED BY THE TRIAL; OR (b) EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD.

**7.3.4** Notwithstanding any other provision of these Terms, including without limitation the warranties described in Section 9 (Warranties and Disclaimers) or any service-specific terms and conditions applicable to a particular DocuSign Service, including exhibits and attachments accompanying such schedule (“Service Schedule”), during a Free Trial the DocuSign Services are provided “AS IS” and “as available” without any warranty that may be set forth in these Terms, and DOCUSIGN DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND DOCUSIGN’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER’S USE OF THE FREE TRIAL IS \$100.

### **7.4 Data.**

**7.4.1 Data Generally.** You shall be responsible for data that you provide or use in DocuSign Services. You are solely responsible for determining the suitability of the DocuSign Services for your business or organization and complying with any

regulations, laws, or conventions applicable to the data you provide and your use of the DocuSign Services and Site.

**7.4.2 Personal Data.** Customer warrants that its collection and use of any personal information or data provided while using the Site complies with all applicable data protection laws, rules, and regulations. Customer and its Authorized Users acknowledge that DocuSign may process such personal data in accordance with the [DocuSign Privacy Policy \(https://www.docusign.com/company/privacy-policy\)](https://www.docusign.com/company/privacy-policy).

## **7.5 Customer Warranties.**

Customer hereby represents and warrants to DocuSign that: (a) it has all requisite rights and authority to use the DocuSign Services under these Terms and to grant all applicable rights herein; (b) it is responsible for all use of the DocuSign Services associated with its Account; (c) it is solely responsible for maintaining the confidentiality of its Account names and password(s); (d) it agrees to immediately notify DocuSign of any unauthorized use of Customer's Account of which it becomes aware; (e) it agrees that DocuSign will not be liable for any losses incurred as a result of a third party's use of its Account, regardless of whether such use is with or without its knowledge and consent; (f) it will use the DocuSign Services for lawful purposes only and subject to these Terms; (g) any information it submits to DocuSign is true, accurate, and correct; and (h) it will not attempt to gain unauthorized access to the System or the DocuSign Services, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means.

## **7.6 Confidentiality.**

**7.6.1 Confidential Information.** "Confidential Information" means (a) for DocuSign and its Affiliates, the DocuSign Services and Documentation; (b) for Customer and its Affiliates, Customer Data; (c) any other information of a party or its Affiliates that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the Recipient), or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing party; and (d) the specific terms and conditions of these Terms, and any amendment and attachment thereof, between the parties. Confidential Information shall not include any information that: (i) was or becomes generally known to the public through no fault or breach of these Terms by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of the disclosing party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure. All information provided to DocuSign that is not Confidential Information will be treated in accordance with the [DocuSign Privacy Policy \(https://www.docusign.com/company/privacy-policy\)](https://www.docusign.com/company/privacy-policy).

**7.6.2 Restricted Use and Nondisclosure.** During and after the Subscription Term, the party receiving Confidential Information (“Recipient”) will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. Notwithstanding the foregoing, Customer expressly authorizes DocuSign to use and process Customer Data as described in the DocuSign Privacy Policy, which provides for, but is not limited to, delivering eDocuments as indicated by Customer’s use of the DocuSign Services and sharing Transaction Data (as defined in the Signature Schedule) with individuals who are authorized to view, approve or sign eDocuments created by Customer.

**7.6.3 Required Disclosure.** If DocuSign is required by law to disclose Confidential Information, DocuSign will give prompt written notice to Customer before making the disclosure, unless prohibited from doing so by the legal or administrative process, and assist Customer to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

**7.6.4 Ownership.** Notwithstanding any other provision of these Terms, DocuSign acknowledges that, as between the parties, all Confidential Information it receives from Customer, including all copies thereof in Recipient’s possession or control, in any media, is proprietary to and exclusively owned by Customer. Nothing in these Terms grants DocuSign any right, title or interest in or to any of the Customer’s Confidential Information. DocuSign’s incorporation of the disclosing party’s Confidential Information into any of its own materials will not render Confidential Information non-confidential.

## **8. TERM AND TERMINATION**

**8.1 Termination – Site Visitors.** A Site Visitor may terminate its use of the Site at any time by ceasing further use of the Site. DocuSign may terminate your use of the Site and deny you access to the Site in our sole discretion for any reason or no reason, including for violation of these Terms.

### **8.2 Term and Termination – Customers.**

**8.2.1 Suspension of Access to DocuSign Services.** DocuSign may suspend any use of the DocuSign Services, remove any content or disable or terminate any Account or Authorized User that DocuSign reasonably and in good faith believes violates these Terms. DocuSign will use commercially reasonable efforts to notify you prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (b) it is necessary to delay notice in order to prevent imminent harm to the DocuSign Services

or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**8.2.2 Term.** The period of effectiveness of these Terms (“Term”), with respect to DocuSign Services, begins on the date the Customer accepts it and continues until the Customer’s Subscription Plan expires or its use of the DocuSign Services ceases (including as a result of termination in accordance with this Section 8.2), whichever is later.

**8.2.3 Subscription Term and Automatic Renewals.** DocuSign’s Subscription Plans automatically renew unless otherwise noted. If you purchase a Subscription Plan you agree to pay the then-current applicable fee associated with the Subscription Plan and further agree and acknowledge that it will automatically renew, unless, prior to the end of the current period of effectiveness of the Subscription Plan (“Subscription Term”): (a) you terminate your Account; (b) you set your Account not to auto-renew by logging in to DocuSign Services or [contacting us here: \(https://support.docusign.com/contactSupport\)](https://support.docusign.com/contactSupport); (c) DocuSign declines to renew your Subscription Plan; or (d) these Terms are otherwise properly terminated as expressly permitted herein. The Subscription Plan will automatically renew on a monthly or annual basis, depending on the method you choose (“Renewal Term”).

Promotional codes may only be used for your first Subscription Term. If you purchased your Subscription Plan with a promotional code, each time your Subscription Plan renews you will be charged the full annual billing amount. If your Subscription Plan is ever terminated for any reason, and you purchase another Subscription Plan, you shall not be eligible to use a promotional code.

We reserve the right to modify, terminate, or otherwise amend the fees and features associated with your Subscription Plan. We may also recommend that you purchase a new Subscription Plan that is comparable to your previous Subscription Plan that is ending. Before we change the fees and charges in effect, or add new fees and charges, we will give you advance notice of at least thirty (30) days. If we provide you such advance notice, your continued use of the DocuSign Services after the changes have been made will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may terminate your Subscription Plan as described in Section 8.2.4. If you accept the new Subscription Plan, its terms and conditions with these Terms will apply in the Renewal Term and thereafter.

**8.2.4 Termination by Customer.** You may terminate your Account at any time upon ten (10) days’ advance written notice to DocuSign. If you wish to terminate, you must provide notice by [contacting us here: \(https://support.docusign.com/contactSupport\)](https://support.docusign.com/contactSupport). If you purchased your Subscription Plan through an external service, such as an App Store, you must use the tools made available by those services to manage and/or terminate your Subscription Plan. Section 7.2.2 notwithstanding, if a Customer terminates its annual Subscription Plan within the first thirty (30) days of the initial

Subscription Term, it may submit a written request to DocuSign for a refund of the fees paid to DocuSign for the initial Subscription Term, which DocuSign will consider, without obligation, in good faith. DocuSign has no obligation to consider refund requests related to a termination of a Subscription Plan if the termination does not occur in the first thirty (30) days of the initial Subscription Term, or if there has been a violation of other Terms herein, or if records indicate substantial productive use took place during that period.

**8.2.5 Default; Termination by DocuSign.** A Customer will be in default of these Terms if: (a) it fails to timely pay any amount owed to us or an Affiliate of ours; (b) it or an Authorized User associated with its Account breaches any provision of these Terms or violates any published policy applicable to the DocuSign Services; (c) it is or becomes subject to any proceeding under the Bankruptcy Code or similar laws; or (d) if, in our sole discretion, we believe that continued use of the DocuSign Services by the Customer (or its Authorized Users or signers) creates legal risk for DocuSign or presents a threat to the security of the DocuSign Services or DocuSign's customers. If a Customer is in default, we may, without notice: (i) suspend its Account and use of the DocuSign Services; (ii) terminate its Account; (iii) charge reactivation fees in order to reactivate its Account; and (iv) pursue any other remedy available to us. A DocuSign "Affiliate" means any legal entity that DocuSign, Inc. owns, that owns DocuSign, Inc. or that is under common control with DocuSign, Inc. A Customer "Affiliate" means any legal entity that Customer owns, that owns Customer or that is under common control with Customer. "Control" and "own" mean possessing greater than 50% interest in an entity or the right to direct the management of the entity.

**8.2.6 Effect of Termination.** If these Terms expires or are terminated for any reason: (a) Customer will pay to DocuSign any amounts that have accrued before, and remain unpaid as of, the date of the termination or expiration, including those for the billing cycle in which termination occurs; (b) any and all of Customer's liabilities to DocuSign that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to the Site and DocuSign Services and intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further services to Customer under these Terms will immediately terminate, except any such services that are expressly to be provided following expiration or termination of these Terms; and (e) the provisions of Section 3 (Usage and Access Rights), Section 4 (Ownership), Section 5.3 (Restrictions on Use of the Site), Section 5.4 (Compliance with Terms), Section 6 (Privacy), Section 7.2.2 (No Refunds), Section 7.2.7 (Benefit Programs), Section 7.2.8 (Tax Responsibility), Section 7.3 (Free Trial and Special Offers for DocuSign Services), Section 7.4 (Data), Section 7.6 (Confidentiality), Section 8.2.6 (Effect of Termination), Section 9 (Warranties and Disclaimers), Section 10 (Indemnification Obligations), Section 11 (Limitations of Liability), and Section 12 (General) will survive, as well as provisions designated to survive under any Service Schedules and accompanying attachments and Exhibits to these Terms.

## **9. WARRANTIES AND DISCLAIMERS**



THE DOCUSIGN SERVICES, DOCUMENTATION, AND SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE.” YOUR USE OF THE DOCUSIGN SERVICES, DOCUMENTATION, AND SITE SHALL BE AT YOUR SOLE RISK. DOCUSIGN AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, AFFILIATES, SUBSIDIARIES, AND LICENSORS (“DOCUSIGN PARTIES”): (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE DOCUSIGN SERVICES, DOCUMENTATION, OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM USE OF THE DOCUSIGN SERVICES, DOCUMENTATION, OR SITE.

THE DOCUSIGN PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT DOCUSIGN SERVICES, DOCUMENTATION, AND SITE HAVE BEEN AND WILL BE PROVIDED WITH DUE SKILL, CARE AND DILIGENCE OR ABOUT THE ACCURACY OR COMPLETENESS OF THE DOCUSIGN SERVICES, DOCUMENTATION, AND SITE CONTENT AND ASSUMES NO RESPONSIBILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF DOCUSIGN SERVICES, DOCUMENTATION, AND SITE; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE THROUGH THE ACTIONS OF ANY THIRD PARTY; (vi) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SITE; AND/OR (vii) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA DOCUSIGN SERVICES, DOCUMENTATION, AND SITE. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY AND FOR THE MINIMUM WARRANTY PERIOD ALLOWED BY THE MANDATORY APPLICABLE LAW.

THE DOCUSIGN PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, AND THE DOCUSIGN PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF

PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE.

If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes the criminal acts of others.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as in this Section 9 or below in Section 11. Accordingly, some of these limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Section 9 and Section 11 specifically do apply to you.

## **10. INDEMNIFICATION OBLIGATIONS**

You will defend, indemnify, and hold us, our Affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third-party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) your access to and use of the Site; (b) violation of these Terms by you or your Account Administrator(s) or Authorized Users, as applicable; (c) infringement of any intellectual property or other right of any person or entity by you; (d) the nature and content of all Customer Data processed by the DocuSign Services; or (e) any products or services purchased or obtained by you in connection with the Site.

DocuSign retains the exclusive right to settle, compromise, and pay, without your prior consent, any and all claims or causes of action that are brought against us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

## **11. LIMITATIONS OF LIABILITY**

**11.1 Disclaimer of Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS, INCLUDING, BUT NOT LIMITED TO, GOODWILL, WORK STOPPAGE, LOST PROFITS, OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH

LOSSES, AND WHETHER SUCH CLAIMS ARE MADE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DOCUSIGN PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY: (a) USE OF THE SITE, DOCUMENTATION, OR DOCUSIGN SERVICES; (b) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (c) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, DOCUMENTATION, OR DOCUSIGN SERVICES; (d) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (e) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS; (f) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE, DOCUMENTATION, OR DOCUSIGN SERVICES BY ANY THIRD PARTY; (g) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SITE, DOCUMENTATION, OR DOCUSIGN SERVICES; (h) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, DOCUMENTATION, OR DOCUSIGN SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE DOCUSIGN PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (i) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY.

Some countries and jurisdictions do not allow the limitation or exclusion of consequential, direct, indirect, or other damages in contracts with consumers and to the extent you are a consumer the limitations or exclusions in this Section 11.1 may not apply to you.

**11.2 Cap on Damages.** OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR TO YOUR USE OF THE SITE (INCLUDING WITHOUT LIMITATION WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO DOCUSIGN FOR THE DOCUSIGN SERVICE(S) GIVING RISE TO THE CLAIM UNDER THESE TERMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR \$100, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

**11.3 Independent Allocations of Risk.** Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of these Terms between the parties. This allocation is an

essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these Terms, and each of these provisions will apply even if the warranties in these Terms have failed of their essential purpose.

#### **11.4 Jurisdictional Limitations.**

**11.4.1** Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you. In that event, such exclusions and limitations shall apply to the maximum extent permitted by applicable mandatory law (and our liability shall be limited or excluded as permitted under mandatory applicable law). If you are a New Jersey resident, the limitations in Section 11 specifically do apply to you.

**11.4.2** DocuSign's liability to you if you are domiciled in Germany is limited as described in Section 12.9 below.

### **12. GENERAL**

**12.1 Third Party Content.** We may provide, or third parties may provide, links to other third-party web sites, services, or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any third-party content to which links may be provided, and you hereby waive any claim you might have against us with respect to such services. DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE LOCATED OUTSIDE THE SITE OR POSTS OF USER CONTENT. Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or links to third-party web sites or resources on the Site.

**12.2 Relationship.** At all times, you and DocuSign are independent contractors, and are not the agents or representatives of the other. These Terms are not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-parties do not benefit from and cannot enforce these Terms. There are no third-party beneficiaries to these Terms. You must not represent to anyone that you are an agent of DocuSign or are otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior written authorization.

**12.3 Trade Restrictions.** You acknowledge that the Site, Documentation, and/or DocuSign Services and any related products, information, documentation, Software, technology, technical data, and any derivatives thereof, that DocuSign makes available (collectively "Excluded Data") are subject to the export control and sanctions laws and

regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("Trade Restrictions"). You represent and warrant that: (a) you are not (i) located in an embargoed country or territory, (ii) under the control of an entity organized in or a resident of an embargoed country or territory, (iii) listed on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, including, but not limited to, OFAC's List of Specially Designated Nationals and Other Blocked Persons, the U.S. State Department's Nonproliferation Sanctions lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.export.gov/article?id=Consolidated-Screening-List>; or (iv) subject to end destination export control regulations, such as, but not limited to, the U.S. Export Administration Regulations and U.S. Government EU Dual-Use Regulation EC 428/2009. You are solely responsible for complying with Trade Restrictions for all Excluded Data and any of its content transmitted through the Site.

**12.4 Assignability.** You may not assign your rights or obligations under these Terms without DocuSign's prior written consent. If consent is given, these Terms will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under these Terms except as expressly provided in these Terms is void. DocuSign may freely assign its rights, duties, and obligations under these Terms.

**12.5 Notices.** Except as otherwise permitted by these Terms, any notice required or permitted to be given in connection with the DocuSign Services will be effective only if it is in writing and sent using: (a) DocuSign Services; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth in Customer's registration information or on the Site for DocuSign, with a copy, in the case of DocuSign, to [legal@docuSign.com](mailto:legal@docuSign.com). Customer or DocuSign may change its address for receipt of notice by notice to the other party in accordance with this Section 12. Notices are deemed given upon receipt if delivered using DocuSign Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

**12.6 Force Majeure.** Except for any payment obligations, neither you nor DocuSign will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

**12.7 Mandatory Arbitration, Waiver of Class Actions Applicable to Customers.**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

**12.7.1** You agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 12.7 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before these Terms or any prior; and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property as provided below.

**12.7.2 Initial Dispute Resolution.** Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action you will contact us at [legal@docusign.com](mailto:legal@docusign.com) and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an Account). Except for intellectual property, you and DocuSign agree to use their reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation with DocuSign, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

**12.7.3 Binding Arbitration.** If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims (except as provided below) subject to these Terms set forth below. Specifically, all claims arising out of or relating to these Terms, the parties' relationship with each other, and/or your use of the DocuSign Services shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

**12.7.4 Arbitrator's Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

**12.7.5 Filing a Demand.** To start an arbitration, you must do the following: (a) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com)); (b) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, Two Embarcadero Center, Suite 1500, San Francisco

California 94111; and (c) Send one copy of the Demand for Arbitration to us at: [legal@docusign.com](mailto:legal@docusign.com).

**12.7.6 Fees & Costs.** If your claim(s) total is less than US \$5,000.00, then: (a) you may choose whether your participation in the arbitration will be conducted on the basis of documents provided to the arbitrator, through a telephonic hearing or by an in-person hearing; (b) DocuSign will reimburse your filing fees up to a maximum of US \$1,500.00 unless the arbitrator determines that your claims are frivolous; and (c) DocuSign will not seek attorney's fees and costs, unless the arbitrator determines that your claims are frivolous. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

**12.7.7 No Jury Trial.** The parties understand that, absent this **mandatory arbitration section**, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

**12.7.8 Venue.** Arbitration shall be initiated and take place in in San Francisco, California, United States, and you and DocuSign agree to submit to the personal jurisdiction of any federal or state court in San Francisco, California in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

**12.7.9 Class Action Waiver.** The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND DOCUSIGN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

**12.7.10 Exception: Litigation of Intellectual Property.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy, or unauthorized use of intellectual property in any state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).

**12.7.11 Survival.** This Mandatory Arbitration, Waiver of Class Actions section shall survive any termination of your use of the Site.

**12.8 Entire Terms.** These Terms, which include the language and paragraphs preceding Section 1, are the final, complete, and exclusive expression of the agreement between you and DocuSign regarding the DocuSign Services provided under these Terms. These Terms supersede and the parties disclaim any reliance on previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under these Terms) with respect to the subject matter hereof and apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. DocuSign hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer and conditions assent solely based on these Terms and conditions of these Terms as offered by DocuSign. Except as explicitly permitted in these Terms, no modification or amendment of these Terms shall be effective unless it is in writing and signed by an authorized agent of the party against whom the modification or amendment is being asserted. In the event of an inconsistency or conflict, the order of precedence in descending order of control is as follows: (a) the Subscription Plan; (b) any attachments or appendix(ices) to the Service Schedule(s); (c) the Service Schedule; and (d) these Terms.

**12.9 Provisions for Customers Domiciled in Germany.** The provisions of this Section 12.9 apply only to Customers who are domiciled in Germany when entering into these Terms.

**12.9.1** DocuSign shall be fully liable for intentional and gross negligence, as well as for any damages arising from injury to life, body or health caused by DocuSign. In the case of liability for slight negligence, DocuSign shall be liable only for breach of a material obligation (“Cardinal Duty”) and any such liability shall be limited to typical, foreseeable damages and shall not include liability for lack of economic results, loss of profit, or indirect damages. A Cardinal Duty in the meaning of this Section 12.9.1 is an obligation, the fulfillment of which is essential to the performance of these Terms and on the fulfillment of which the contracting party may therefore rely.

**12.9.2** If you are a consumer, nothing in these Terms affects your rights under mandatory German law and these Terms will be interpreted, construed, and enforced in all respects in compliance with mandatory consumer protection laws of Germany. Notwithstanding Section 12.7 above and Section 12.10 below, if you are a consumer, you may submit a claim to enforce your rights under these Terms to the competent courts in Germany.

**12.10 Governing Law & Venue.** These Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary. For purposes of determining the governing law, you and DocuSign agree that DocuSign is the proponent of these Terms. Notwithstanding Customer’s and DocuSign’s agreement to mandatory arbitration, either party may seek any interim or preliminary injunctive relief from a court of competent jurisdiction in San Francisco, CA, as necessary to protect the party's rights or property pending the completion of arbitration. Customer and DocuSign



submit to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Francisco, California, U.S.A.

**12.11 Language and Translations.** DocuSign may provide translations of these Terms or other terms or policies. Translations are provided for informational purposes and if there is an inconsistency or conflict between a translation and the English version, the English version will control.

**12.12 Waiver.** The waiver by either you or DocuSign of any breach of any provision of these Terms does not waive any other breach. The failure of any party to these Terms to insist on strict performance of any covenant or obligation in accordance with these Terms will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms.

**12.13 Severability.** If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

**12.14 How to Contact Us.** If you have any questions about the Site or Terms, pricing, complaints, or other inquiries, please contact DocuSign at 221 Main Street, Suite 1000, San Francisco, CA, 94105, United States, or by calling from the U.S (800) 379-9973. California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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## SERVICE SCHEDULE for DOCUSIGN SIGNATURE

This Service Schedule was last updated on **October 11, 2019**. Unless otherwise defined in this Service Schedule, capitalized terms will have the meaning given to them in the Terms.

### 1. DEFINITIONS

**"DocuSign Signature"** means the on-demand electronic signature DocuSign Service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for eDocuments via the Internet.

**"Envelope"** means an electronic record containing one or more eDocuments consisting of a single page or a group of pages of data uploaded to the System.

**"Signer"** means a person designated by an Authorized User to access and/or take action upon the eDocuments sent to such individual via DocuSign Signature.

**“System”** refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by DocuSign or its agents to make available the DocuSign Signature service via the Internet.

**“Transaction Data”** means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses, and signature IDs) that DocuSign may use to generate and maintain the digital audit trail required by DocuSign Signature.

## **2. ADDITIONAL USAGE LIMITATIONS AND CUSTOMER RESPONSIBILITIES**

**2.1** DocuSign’s provision of DocuSign Signature is conditioned on Customer’s acknowledgement of and agreement to the following:

- a. DocuSign Signature facilitates the execution of eDocuments between the parties to those eDocuments. Nothing in this Service Schedule may be construed to make DocuSign a party to any eDocument processed through DocuSign Signature, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eDocument;
- b. Between DocuSign and Customer, Customer has exclusive control over and responsibility for the content, quality, and format of any eDocument. Without limiting the foregoing, all eDocuments, together with any messages included within an Envelope, stored by DocuSign on the System are maintained in an encrypted form, and DocuSign has no control of or access to their contents except to the extent access is requested in writing and made available by Customer to DocuSign;
- c. Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eDocument is (i) subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
- d. DocuSign is not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Customer’s eDocuments or other documents to any third parties;

- e. Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more “consumers,” such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (i) determine whether any particular transaction involves a “consumer;” (ii) furnish or obtain any such consents or determine if any such consents have been withdrawn; (iii) provide any information or disclosures in connection with any attempt to obtain any such consents; (iv) provide legal review of, or update or correct any information or disclosures currently or previously given; (v) provide any such copies or access, except as expressly provided in the Documentation for all transactions, consumer or otherwise; or (vi) comply with any such special requirements;
- f. Customer undertakes to determine whether any “consumer” is involved in any eDocument presented by its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eDocuments or their formation.
- g. Customer agrees that its assigned Account Administrator(s) has authority to provide DocuSign with and accept from DocuSign any required authorizations, requests, or consents on behalf of Customer with respect to Customer’s Account; and
- h. Customer agrees it is solely responsible for the accuracy and appropriateness of instructions given by it and its personnel to DocuSign in relation to the Services, including without limitation instructions through its Account as made by the assigned Account Administrator.

**2.2** Subscription Plans purchased on docusign.com may not be used in conjunction with DocuSign APIs and are available for use with a limited number of integrations.

### **3. eDOCUMENT STORAGE AND DELETION**

**3.1 Sending, Storage.** During the Term DocuSign will send and store eDocuments per these Terms of the Subscription Plan. However, DocuSign may set and enforce limits for reasonable use in order to prevent abusive or unduly burdensome use of DocuSign Signature. Customer, through its Account Administrator(s), may retrieve and store copies of eDocuments for storage outside of the System at any time during the Subscription Term when Customer is in good financial standing under these Terms, and may delete or purge eDocuments from the System at its own discretion.

**3.2 Uncompleted eDocuments.** DocuSign may, at its sole discretion, delete uncompleted eDocuments from the System immediately and without notice upon the earlier of: (a) expiration of the Envelope (where Customer has established an expiration for such Envelope, not to exceed 365 days); or (b) expiration of the Subscription Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eDocuments within such a period of time.

**3.3 Deletion.** DocuSign may delete an Account and Customer Data, including without limitation eDocuments (whether complete or not), upon the expiration of the Subscription Term or termination as described in Section 8.2 of the Terms.

**3.4 Retention of Transaction Data.** DocuSign may retain Transaction Data for as long as it has a business purpose to do so.

## **4. INFORMATION SECURITY AND PERSONAL DATA**

**4.1 Customer Responsibilities.** DocuSign Signature provides Customer with certain features and functionalities that Customer may elect to use, including the ability to retrieve and delete eDocuments in the System. Customer is responsible for properly: (a) configuring DocuSign Signature; (b) using and enforcing controls available in connection with DocuSign Signature (including any security controls); and (c) taking such steps, in accordance with the functionality of DocuSign Signature, that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Customer Data, which include controlling the management of Authorized Users' access and credentials to DocuSign Signature, controlling Customer Data that is Processed by DocuSign Signature, and controlling the archiving or deletion of eDocuments in the System. Customer acknowledges that DocuSign has no obligation to protect Customer Data, including Personal Data (defined below), that Customer elects to store or transfer outside of DocuSign Signature (e.g., offline or on-premise storage).

**4.2 Information Security.** DocuSign will employ commercially reasonable technical and organizational measures that are designed to prevent unlawful or unauthorized access, use, alteration, or disclosure of Customer Data.

**4.3 Data Processing/Transfer.** If Customer or Customer's Affiliate is established in the United Kingdom, a Member State of the European Economic Area, ("EEA") or Switzerland, the Data Protection Attachment for DocuSign Signature found at: <https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature/attachment-data-protection> ("DPA") applies to the processing of any Personal Data (as defined in Section 1 of the DPA).

## **5. ACCOUNTS & ORGANIZATIONAL ADMINISTRATION**

**5.1** Each Account is associated with a single email address. If the domain of the primary email address associated with an Account is owned by a business or other organization ("Entity") and was assigned to Customer as an employee, contractor or member of the Entity, such as [yourname@youremployer.com](mailto:yourname@youremployer.com) or

[yourname@nonprofit.org](mailto:yourname@nonprofit.org) ("Entity Email Address"), Customer grants that Entity and its Account Administrator(s) permission to: (a) identify Accounts created with an Entity Email Address; and (b) restrict or terminate access to an Account created with an Entity Email Address. Customer acknowledges and agrees that DocuSign may assist Entity with such administration.

## **6. SUBSCRIPTION PLANS & PRICES**

**6.1** The prices, features, and options of DocuSign Signature depend on the Subscription Plan selected by Customer as well as any changes instigated by Customer. For example: (a) if Customer adds Authorized Users, DocuSign will charge the applicable subscription amount for each additional Authorized User; or (b) if Customer sends more Envelopes than are included in your Subscription Plan, DocuSign may charge for additional envelopes or assign Customer to a new Subscription Plan. Customer may also purchase optional services on a periodic or per-use basis. DocuSign may change the prices for or alter the features and options in a particular Subscription Plan without notice.

## **7. DOCUSIGN PAYMENTS**

**7.1** DocuSign Signature may be ordered with "DocuSign Payments," which means functionality that allows Customer to submit agreements, invoices, and other documents to Signers via DocuSign Signature to facilitate the submission of Signer payment credentials and authorizations directly to payment applications, gateways, processors, and service providers that store, process, or transmit cardholder data as part of authorization or settlement ("Payment Applications").

**7.2** [\*\*DocuSign's provision of DocuSign Payments is conditioned on Customer's acknowledgement of and agreement to the following:\*\*](#)

- a. The payment processing activities facilitated through DocuSign Payments are between Customer and a Payment Application or another third party designated by Customer and not with DocuSign. Customer is solely responsible for registering and maintaining an account with Payment Applications to facilitate the payment processing via DocuSign Payments and for complying with all agreements, terms of use, or other terms and conditions between Customer and such Payment Applications. Payment Applications are independent contractors and not agents, employees, or subcontractors of DocuSign. DocuSign does not control the payment methods (i.e., credit card, debit card, ACH transfer) made available by the Payment Applications through DocuSign Signature nor the products or services that are sold or purchased by Customer via DocuSign Payments. Customer acknowledges and agrees that DocuSign cannot ensure

that a Payment Application Signer or third party will complete a payment processing or that it is authorized to do so.

- b. Customer authorizes DocuSign to store, process, and transmit Customer Data as necessary for a Payment Application to facilitate payment processing between Customer and a third party designated by Customer. DocuSign Payments will temporarily store information received from Customer, such as account information for a Payment Application, only to facilitate the payment processing.
- c. Customer is solely responsible for complying with: (1) any applicable standards developed and published by payment networks (such as Visa, Mastercard, American Express, and any other credit, debit, or electronic funds transfer network), including but not limited to, the current Payment Card Industry Data Security Standard (“PCI DSS”); and (2) all laws and regulations applicable to the payment processing conducted by Customer via DocuSign Payments, including but not limited to, those that may apply to Customer: in connection with collecting and storing information, including payment credentials about Signers; making adequate, clear, and conspicuous disclosures related to the storage and use of Signers’ payment credentials; and the use of stored payment credentials to collect future payments.
- d. Customer is solely responsible for any and all disputes with any Payment Applications or Signers related to or in connection with a payment processing sought to be facilitated via DocuSign Payments, including but not limited to: (1) chargebacks; (2) products or services not received; (3) return of, delayed delivery of, or cancelled products or services; (4) cancelled transactions; (5) duplicate transactions or charges; (6) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances; and (7) the amount of time to complete payment processing.

**7.3** To the extent applicable to DocuSign in the provision of DocuSign Payments, DocuSign represents that it is presently in compliance, and will remain in compliance, with the current PCI DSS. DocuSign acknowledges that credit and debit card account numbers or related data processed via DocuSign Payments is, as applicable, owned exclusively by Customer, credit card issuers, the relevant payment networks, and entities licensed to process credit and debit card transactions on behalf of Customer, and further acknowledges that such information may be used by DocuSign solely to assist the foregoing parties in completing the processing activities described in the Agreement.

## SERVICE SCHEDULE for DOCUSIGN ROOMS

This Service Schedule was last updated on **May 16, 2018**. Unless otherwise defined in this Service Schedule, capitalized terms will have the meaning given to them in these Terms.

### 1. DEFINITIONS

“**DocuSign Rooms**” means the DocuSign Services for transactions management, which provides online display of Rooms, management of eDocuments, people, and tasks, and storage services for eDocuments via the Internet.

“**Rooms Transaction Data**” means the metadata associated with a Room as determined by the Customer or its Account (such as transaction activity history, and date and timestamps of activities) and maintained by DocuSign to provide DocuSign Rooms.

“**Room(s)**” means the online workspace for transactions management as created by the Customer in the DocuSign Rooms service.

### 2. DOCUSIGN ROOMS

**2.1** During the Term, and subject to compliance with these Terms and this Service Schedule, Customer and its Authorized Users will have the right to create and/or manage Rooms within its Account when Customer registers via the method provided by DocuSign. Customer and its Authorized Users will have the right to create and delete Rooms, upload, remove, and view content, data or eDocuments shared in DocuSign Rooms.

**2.2 Account.** Customer is solely responsible for: (a) the configuration of the Account; (b) the operation, performance, and security of Customer’s equipment, networks, and other computing resources used to connect to DocuSign Rooms; (c) ensuring all Authorized Users exit or log off from DocuSign Rooms at the end of each session; (d) maintaining the confidentiality of the Account, user identification information and passwords used in conjunction with DocuSign Rooms; and (e) all uses of the Account by Customer and its Authorized Users. DocuSign reserves the right to suspend DocuSign Rooms if Customer misuses or otherwise shares login information among Authorized Users or with third parties. Customer will notify DocuSign immediately of any unauthorized access to or use of its Account or any other breach of security. DocuSign will not be liable for any loss that Customer may incur as a result of an unauthorized party using its password or Account due to Customer’s failure to protect its login information.

**2.3 Storage and Deletion.** Customer may retrieve its stored eDocuments at any time during the Term. DocuSign will maintain all Rooms and store their associated eDocuments during the Term, by default. Customer may close or delete its Rooms or delete any eDocuments within such Rooms at any time during the Term.

### 3. ADDITIONAL CUSTOMER RESPONSIBILITIES

3.1 DocuSign's provision of the DocuSign Rooms service is conditioned on Customer's acknowledgement of and agreement to the following:

- a. Customer is responsible for all activities that occur in DocuSign Rooms accessible under Customer's Account and for ensuring that use of DocuSign Rooms complies with these Terms;
- b. Customer has exclusive control over and responsibility for the content, quality, and format of any transaction facilitated through DocuSign Rooms. Nothing in this Service Schedule may be construed to make DocuSign a party to any transaction processed through DocuSign Rooms, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by Customer's use of DocuSign Rooms;
- c. Customer is solely responsible for its reliance on any content, advice, opinion, statement, suggestion, or other information ("Third-Party Content") offered by third parties that is shared or distributed through DocuSign Rooms. Any such Third-Party Content presented or disseminated through DocuSign Rooms solely represents the view of the respective author or provider of such content, who remains solely liable for the accuracy or reliability thereof;
- d. Customer is responsible for determining how long any eDocuments are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, Customer is responsible for and liable to produce any eDocuments made available in Rooms to any third parties; and
- e. Customer is responsible for complying with any consumer protection or similar laws or regulations that may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of transacting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction.



## PRODUCTS

eSignature  
Contract Lifecycle  
Management  
Document Generation  
Agreement Analytics  
See All Products

## PRICING

eSignature Plans  
Real Estate Plans  
API Plans

## PARTNERS

Partners Overview  
Partners Login

## DEVELOPERS

Developer Center  
APIs & SDKs

## SUPPORT

Customer Success  
Support Center  
Knowledge Market  
DocuSign University  
Community

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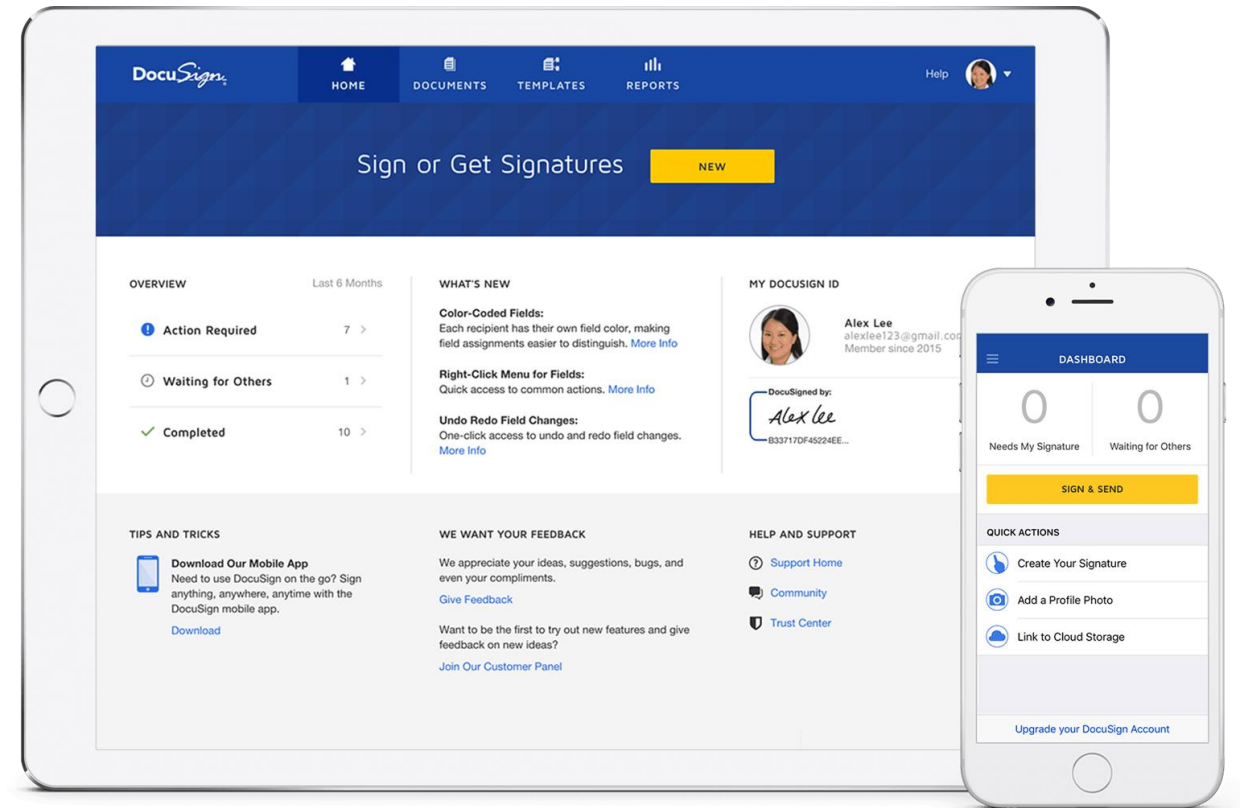
# DocuSign eSignature

Send and sign agreements securely from virtually any device, anywhere in the world

Maintain a complete audit trail

Automate workflows with more than 350 pre-built integrations

Deliver a trusted, easy-to-use experience with 99.99% availability



# COVID-19 Expanded Enablement



Every DocuSign user has access to our online learning hub called **DocuSign University (DSU)**.

Due the current circumstances around COVID-19, our team has built a **Expanded Virtual Enablement on DSU** (*that is now live as of tonight*) to assist with all customers who are looking for enablement for their teams while they figure out how to work remotely – at no cost.

Please take a look at [our new offerings on this page](#).

From a glance, here are some of the available instructor-led courses below:

- [DocuSign eSignature Basics for Remote Productivity](#)
- [Get Started - Web Application Administration Overview](#)
- [Get Started - Send, Sign, Manage for DocuSign eSignature](#)
- [Get Started - Template Creation Basics for DocuSign eSignature](#)
- [Bulk Send Agreements for DocuSign eSignature](#)
- [Share and Transfer Envelopes for DocuSign eSignature](#)

# Licensing Recommendation

Based on our previous conversations



## eSignature Business Pro Edition – Seat Subscription

Allows you to send, sign, and manage documents electronically with our highest level of subscription, which is similar to what you saw during the demo. This package provides features such as PowerForms, Templates, Custom Fields, Conditional Recipients, Signer Attachments, and more.

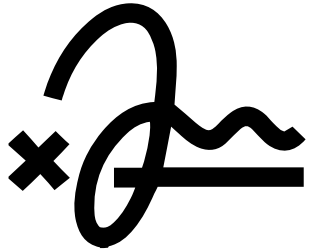
## Premier Support

24/7 365 access to DocuSign support via email, phone, chat as well as a dedicated Account Manager. With our highest level of support, any cases you submit have an SLA of 2 hours. This package also comes with a complimentary Administrator Certification Class for 1 user to take.

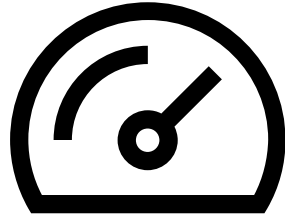
## Adoption QuickStart

Access to DocuSign University, self-paced training, and most importantly – 2 hours to make sure the organization gets up and running successfully.

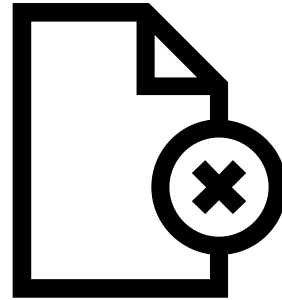
# DocuSign's Goals for The Public Sector



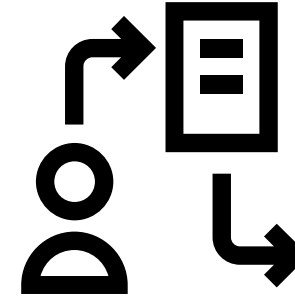
Automate Signature  
Process



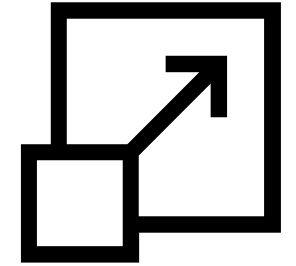
Increase Efficiency



Eliminate Paper



Workflow Visibility



Scalable Partner



# DocuSign Local Gov. Starter Package

DocuSign Subscription	Quantity	List Price	Discount %	Discount Price	Total Price
DocuSign Business Pro –Seat Subscription	5	\$480			\$2,400
Premier Support	1	15%	n/a	n/a	\$360
Adoption QuickStart	1	\$500	100%	\$0	\$0
<b>Total Licensing Year 1 Cost</b>					<b>\$2,760.00</b>

## DocuSign Subscription Includes:

- DocuSign Support with 24/7 support for all senders and signers
- Custom fields
- Custom forms
- Dedicated Account Team
- Payments
- Automation: PowerForms, Bulk Send
- Industry Modules (\$)
- Testing Environment (\$)
- Smart Sections (\$)

# DocuSign Local Gov. Starter Package



DocuSign Subscription	Quantity	List Price	Discount %	Discount Price	Total Price
DocuSign Enterprise Pro – Seat Subscription	5	\$780			\$3,900
Premier Support	1	15%	n/a	n/a	\$585
Adoption Quickstart	1	\$500	100%	n/a	\$0
<b>Total Licensing Year 1 Cost</b>					<b>\$4,485.00</b>

## DocuSign Subscription Includes:

- **DocuSign Enterprise Support with 24/7 support for all senders and signers**
- DocuSign Onboarding and Training
- Dedicated Account Team
- Account Branding
- Free secure storage of all documents during the term of the agreement
- **SSO**
- **Org Admin**
- **Advanced Workflows**
- **Administrator Course**



# DocuSign Local Gov. Starter Package



DocuSign Subscription	Quantity	List Price	Discount %	Discount Price	Total Price
DocuSign Business Pro –Seat Subscription	10	\$480			\$4,800
Premier Support	1	15%	n/a	n/a	\$720
Adoption QuickStart	1	\$500	100%	\$0	\$0
<b>Total Licensing Year 1 Cost</b>					<b>\$5,520.00</b>

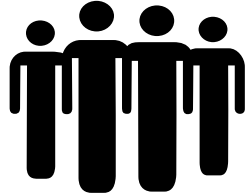
## DocuSign Subscription Includes:

- **DocuSign Support with 24/7 support for all senders and signers**
- Custom fields
- Custom forms
- Dedicated Account Team
- Payments
- Automation: PowerForms, Bulk Send
- Industry Modules (\$)
- Testing Environment (\$)
- Smart Sections (\$)



# What differentiates us

## CATEGORY LEADER



**500,000** customers

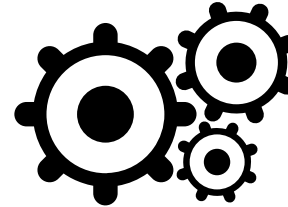
**200 million users** across **188** countries

Industry-leading **customer success** programs

**3,500** dedicated employees

“Strongest brand and market share leader: the company name is becoming a verb.”

## PLATFORM LEADER



**\$300 million** in R&D

Easy to deploy, adopt and use

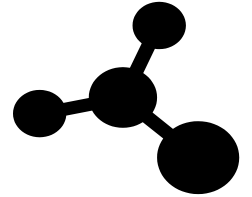
**99.999+%** uptime

World-class security (FedRAMP)

Global reach and acceptance

16 offices world-wide

## ECOSYSTEM LEADER



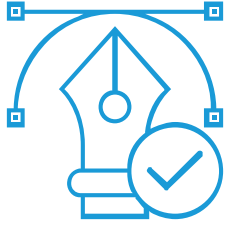
**400+** prebuilt partner integrations

**#1-rated** mobile apps

Top-ranked API with **1,000+** customer-built integrations

Partnerships with **Salesforce, Oracle, Microsoft, Google, Apple**

# Our Methodology to Successful Deployment



## Strategy

**Advisory services**  
to guide transformation

- ☐ Use Case Identification
- ☐ Process Optimization
- ☐ ROI Analysis
- ☐ Center of Excellence Guidance
- ☐ Adoption Planning



## Implementation

**Expertise and hands-on help**  
to go-live and accelerate outcomes

- ☐ Project Management
- ☐ Configuration Assistance
- ☐ Connectors & API Integrations
- ☐ Knowledge Transfer



## Enablement & Support

**Learning and Enablement**  
to drive adoption and improve ROI

- ☐ Virtual and Instructor-led Training
- ☐ Deep-dive Admin Courses

**= Your Customer Success**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1278, **Version:** 1

**Item #:** BA2

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Miranda N. McKinnon, Administrative Support Specialist IV

---

### **ITEM TITLE**

Resolution #2020-102 of the Baldwin County Commission - Act No. 90-449 (Fire Tax) - Magnolia Springs Volunteer Fire Department - Approval of Use of Fire Tax Proceeds

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Adopt Resolution #2020-102 of the Baldwin County Commission which provides the Baldwin County Commission's required approval for the Magnolia Springs Volunteer Fire Department to utilize its proceeds of taxes derived by Act. No. 90-449 as security for repayment of a loan for up to \$150,000.00 (and the repayment of said loan's applicable interest) for the purchase of one (1) 2020 International 3000 gallon Tanker/Pumper in the total amount not to exceed \$320,500.00, to provide a needed service to the ever-growing fire jurisdiction as well as the mutual aid areas to benefit the southwestern part of the county; and
- 2) Authorize the Baldwin County Commission Chairman to execute any other necessary documentation related to the adoption of Resolution #2020-102, including any other assurances, certificates and financing documents or approvals to affect such approval and purchase of one (1) 2020 International 3000 Gallon Tanker/Pumper. This approval does not in any way constitute any financial involvement or obligation of the Baldwin County Commission.

### **BACKGROUND INFORMATION**

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

**Background:** The Baldwin County Commission received a written request (see Exhibit A to Resolution #2020-102) from Magnolia Springs Volunteer Fire Department on July 22, 2020, asking the Commission for approval for said entity to use its proceeds of taxes derived by Act No. 90-449 as security for repayment of a loan (and the repayment of said loan's applicable interest) to purchase one (1) 2020 International 3000 gallon Tanker/Pumper.

The Baldwin County Fire Chiefs' Association has approved the request by resolution as required (see

Exhibit B to Resolution). The amount the Magnolia Springs Volunteer Fire Department is expecting to spend for the purchase of one (1) 2020 International 3000 gallon Tanker/Pumper not exceed \$320,500.00, of which \$150,000.00 will be financed over a period of 10 years.

#### **BACKGROUND ON ACT NO. 90-449:**

In 1990, Act No. 90-449 was adopted by the Alabama Legislature as a Local Act calling for a referendum election on the question of whether or not the qualified voters of Baldwin County desired to levy upon themselves a 1 ½ mill tax on all property for the specific use by the fire departments in the county. The referendum election was held on June 26, 1990, whereby the qualified voters of the county voted in the majority to install the “fire tax.”

Act No. 90-449, specifically sets forth certain requirements of which one remains what the revenue can be spent for by each fire department.

Act No, 90-449, specifically at Section 3, states that revenue derived from the fire tax may be used for the following purposes:

“Section 3. (a) Fire departments which participate in the distribution of tax proceeds shall expend such funds only for the acquisition of fire trucks fire stations, fire equipment, communications, fire training, fire vehicle and station insurance, oil, gas, hydrants, utilities, and vehicle or station repair. Such funds shall not be used to pay salaries, purchase food or drink, or to hold fund raising projects.

“(b) Any exceptions to the above appending guidelines must be approved by the Baldwin County Fire Chiefs Association and the Baldwin 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:** Administration

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

Administration - Letter and Resolution to:

Chief Kaylan Driskell  
Magnolia Springs Volunteer Fire Department  
Post Office Box 51  
Magnolia Springs, Alabama 36555

Chief Tony Lovell, President  
Baldwin County Fire Chiefs' Association  
23100 McAuliffe Drive  
Robertsdale, Alabama 36567

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

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**RESOLUTION # 2020-102  
OF THE  
BALDWIN COUNTY COMMISSION**

**AS REQUIRED BY ACT NO. 90-449, PROVIDING FOR A DETERMINATION  
BY THE BALDWIN COUNTY COMMISSION RELATING TO A REQUEST FROM  
THE MAGNOLIA SPRINGS VOLUNTEER FIRE DEPARTMENT.**

KNOW ALL MEN BY THESE PRESENTS, that Act No. 90-449, 1990 Regular Session [Acts 1990, Vol. 1, p. 634] provided for a levy of a 1½ mill tax on all property located in Baldwin County, Alabama, to be distributed among qualified fire departments in Baldwin County, Alabama, based upon the outcome of a referendum election; and

WHEREAS, the required and aforesaid referenced referendum election was held on June 26, 1990, wherefore a majority of the qualified electors, voting at such election and in Baldwin County, Alabama, voted for said tax; and

WHEREAS, within Act No. 90-449, Section 3 provides as follows:

*“Section 3. (a) Fire departments which participate in the distribution of tax proceeds shall expend such funds only for the acquisition of fire trucks, fire stations, fire equipment, communications, fire training, fire vehicle and station insurance, oil, gas, hydrants, utilities, and vehicle or station repair. Such funds shall not be used to pay salaries, purchase food or drink, or to hold fund raising projects.*

*“(b) Any exceptions to the above spending guidelines must be approved by the Baldwin County Fire Chiefs Association and the Baldwin County Commission.”*

; and

WHEREAS, the Magnolia Springs Volunteer Fire Department is duly incorporated under the laws of the State of Alabama and remains qualified to receive proceeds derived from Act No. 90-449 and, furthermore, has presented a written request (attached hereto as **Exhibit “A”**) for the consideration of the Baldwin County Commission to approve the utilization of their proceeds of said taxes as security for repayment of a loan not to exceed \$150,000.00 (and the repayment of said loan’s applicable interest) to purchase one (1) 2020 International 3000 Gallon Tanker/ Pumper in the total amount not to exceed \$320,500.00, to provide a needed service to the ever-growing fire jurisdiction as well as our mutual aid areas to benefit the southwestern part of the County; and

WHEREAS, this honorable county governing body, pursuant to Act No. 90-449, has reviewed the aforementioned written request, as well as the accompanying instrument indicating the required approval of the Baldwin County Fire Chiefs' Association related to the same (attached hereto as **Exhibit "B"**), and finds that such remains an exception to the spending guidelines set forth in said Act No. 90-449 and seeks to provide its approval to said spending exception; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the Magnolia Springs Volunteer Fire Department is hereby authorized to use their proceeds of taxes derived by Act No. 90-449 as security for repayment of a loan not to exceed \$150,000.00 (and the repayment of said loan's applicable interest) to purchase one (1) 2020 International 3000 Gallon Tanker/ Pumper in the total amount not to exceed \$320,500.00, to provide a needed service to the ever-growing fire jurisdiction as well as our mutual aid areas to benefit the southwestern part of the County.

FURTHER, BE IT RESOLVED, that this instrument, codified as *Resolution #2020-102 of the Baldwin County Commission*, shall in no way obligate the Baldwin County Commission as to the loan sought by the Magnolia Springs Volunteer Fire Department as hereinabove referenced, or any loan, sought or secured by the Magnolia Springs Volunteer Fire Department.

DONE, at the County Seat, in Bay Minette, Alabama, and under the Seal of Baldwin County, Alabama, as affixed on this the 4<sup>th</sup> day of August 2020.

---

Commissioner Billie Jo Underwood, Chairman

*ATTEST:*

---

Wayne Dyess, County Administrator



# Magnolia Springs Volunteer Fire Department

PO Box 51  
Magnolia Springs, AL 36555  
251-965-7808



July 20<sup>th</sup>, 2020

Baldwin County Commission:

The Magnolia Springs Volunteer Fire Department is requesting that the Baldwin County Commission approve our department's planned purchase of a new 2020 International 3000 gallon Tanker/Pumper at a cost not to exceed \$320,500.00 of which \$150,000.00 will be financed through United Bank over a period of 10 years.

This apparatus will allow us to provide a needed service to our ever-growing fire jurisdiction as well as our mutual and automatic aid areas. As Baldwin County continues to grow, this apparatus will be used throughout the southwestern parts of the county.

Thank you in advance for your continued support which allows our department to provide the best fire and rescue service to our community and throughout the entire county.

Respectfully,

Kaylan Driskell  
Fire Chief

JUL 22 2020  
BY: 



Baldwin County Fire Chiefs'  
Association  
*established 1969*

JUL 13 2020

RESOLUTION

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Act No. 90-449 of the

1990 Legislature provides for a levy of a one and one-half mill tax on all property located in Baldwin County, Alabama, to be distributed among qualified fire departments in the county, and

WHEREAS, said Act provides as follows:

“(a) Fire departments which participate in the distribution of the tax proceeds shall expend such funds only for the acquisition of fire trucks, fire stations, fire equipment communications, fire training, fire vehicle and station insurance, oil, gas, hydrants, utilities, and vehicle or station repair. Such funds shall not be used to pay salaries, purchase food and drink, or to hold fund raising projects.”

“(b) Any exception to the above spending guidelines must be approved by the Baldwin County Fire Chiefs' Association and the Baldwin County Commission.”

AND, WHEREAS, Magnolia Springs Volunteer Fire/Rescue Department is duly incorporated under the laws of this State and qualified pursuant to Section 9-13-17, Code of Alabama, 1975, has presented an application for approval by the Baldwin County Fire Chiefs' Association to use proceeds of the taxes derived from Act 90-449 for the acquisition of equipment, property or services as set forth in said act and to pledge said taxes as security for repayment of a loan to acquire said properties;

NOW, THEREFORE, to be resolved by the Baldwin County Fire Chiefs' Association, that Magnolia Springs Volunteer Fire/Rescue Department be, and is

hereby, authorized to purchase the equipment and or properties set forth in said application and to pledge the proceeds from Act 90-449 for repayment of the same.

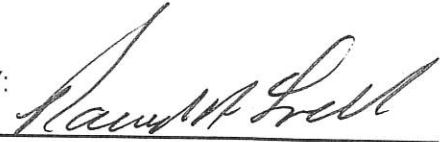
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed the official seal of the Baldwin County Fire Chiefs' Association.

Approved at the regular monthly meeting held on June 11th, 2020 located at Loxley Civic Center, 4198 Municipal Park Drive Loxley, AL 36551.

ATTEST:

BALDWIN COUNTY  
FIRE CHIEFS'  
ASSOCIATION

BY:



President



Secretary



Magnolia Springs Fire/Rescue Department  
Equipment Approved to Purchase

- 2020 International Deep South Pumper/Tanker at the cost of \$320,500.00.

Execution of this document in no way creates liability on the part of the Baldwin County Fire Chiefs Association or the Baldwin County Commission or Baldwin County and said parties are not responsible for the repayment of any bonds issued pursuant hereto.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1367, **Version:** 1

**Item #:** BA3

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Michelle Howard, Commission Executive Assistant

---

### **ITEM TITLE**

Memorandum of Understanding Between the Alabama Law Enforcement Agency and the Baldwin County Commission for Office Space in Bay Minette

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute the Memorandum of Understanding (MOU) between the Alabama Law Enforcement Agency (ALEA) and the Baldwin County Commission for the provision of office space in the Oak Street Complex, located at 203 Oak Street, Bay Minette, AL 36507, and the assignment of one ALEA employee (minimum) to the Bay Minette location to provide driver license services to the citizens of Baldwin County.

This Agreement shall become effective upon its execution for a period of no more than five (5) years, commencing on August 4, 2020, and expiring on August 4, 2025.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 07/21/2020

**Background:** On July 21, 2020, the Baldwin County Commission adopted Resolution #2020-114, which designates space for the Alabama Law Enforcement Agency (ALEA) to occupy Suite A, and the Baldwin County Legislative Delegation to occupy Suite B, of the Oak Street Complex.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

### **ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up:

Administration

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

Send Correspondence via email only to:

Mr. Hal Taylor, Secretary of Law Enforcement  
Alabama Law Enforcement Agency

Erin Dunagan, Assistant Attorney General  
Erin.Dunagan@@alea.gov

Captain Jon Archer  
[Jon.Archer@alea.gov](mailto:Jon.Archer@alea.gov) <<mailto:Jon.Archer@alea.gov>>

Crystal Arant  
Crystal.Arant@alea.gov

Additional instructions/notes: N/A



## **Memorandum of Understanding Between**

### **The Alabama Law Enforcement Agency and The Baldwin County Commission**

This Agreement is made and entered into by and between the Alabama Law Enforcement Agency ("ALEA") and the Baldwin County Commission ("Baldwin County") in furtherance of their respective interests in providing adequate driver license services to the citizens of Baldwin County, Alabama. The parties agree as follows:

ALEA agrees to assign a minimum of one ALEA driver license employee to the Oak Street Complex located at 203 Oak Street, Bay Minette, Alabama 36507;

Baldwin County agrees to provide office space in Oak Street Complex equipped with office desks, office chairs, lobby chairs, a dedicated phone line connected to the existing Baldwin County phone system, utilities, custodial services, designated parking, road signage and access to employee facilities such as restrooms and break areas. Baldwin County also agrees to allow ALEA access and permission for ALEA to install a dedicated, independent, and secure internet connection supporting ALEA's driver license computer stations. Baldwin County will be responsible for internal building wiring and data jacks in support of the dedicated ALEA connection.

ALEA agrees to provide one fully equipped computer driver license station, one fully equipped eye exam machine, and three online driver testing stations.

The parties understand that they are, and shall remain, separate and distinct entities. The relationship between the parties is purely contractual in nature. ALEA employees shall remain, at all times, employees of ALEA, under ALEA's direction and control, and subject to all applicable ALEA personnel policies and procedures. Baldwin County employees shall remain, at all times, employees of Baldwin County, under Baldwin County's direction and control, and subject to all applicable Baldwin County personnel policies and procedures.

This Agreement shall become effective upon its execution for a period of no more than five (5) years, running from August \_\_, 2020, through August \_\_, 2025.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

This Agreement is subject to the appropriation of funds sufficient for ALEA to fulfill its contractual obligations; the Agreement will be subject to termination if such funds cease to be available. Should funding or service requirements relative to this Agreement be altered, the Agreement may be amended accordingly. In the event of the proration of the fund from which payment or provision of services under any agreement is to be made, that agreement will be subject to termination. ALEA will use its best efforts to secure sufficient appropriations to fund any executed agreement. Obligations of ALEA under any executed agreement will cease immediately, however, without penalty, if the Alabama Legislature fails to make an appropriation sufficient to meet such obligations. ALEA will determine whether amounts appropriated are sufficient. ALEA will give Baldwin County notice of insufficient funding as soon as practicable after ALEA becomes aware of the insufficiency.



For any and all disputes arising under the terms of this Agreement, the parties agree, in compliance with the recommendations of the Governor and the Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

This Agreement may not be assigned by either party without the prior written consent of the other party.

This Agreement constitutes the entire and only Agreement between the parties relating to the projects described herein, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

For the convenience of the parties, this Agreement may be executed by facsimile or PDF signature and in counterparts, each of which shall be deemed an original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, ALEA and Baldwin County execute this Agreement by their respective duly authorized officers on the date and year hereinafter written.

\_\_\_\_\_  
Hal Taylor, Secretary  
Alabama Law Enforcement Agency

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

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

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_ ALEA Counsel



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1373, **Version:** 1

**Item #:** BA4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

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

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### **ITEM TITLE**

Correspondence to the Office of United States Trade Representative Related Tariffs on Aircraft Parts and Components

### **STAFF RECOMMENDATION**

Confirm, ratify and approve the execution of a letter of support from the Baldwin County Commission, dated July 27, 2020, to the Office of the United States Trade Representative on behalf of Airbus and the thousands of Alabama aerospace workers and suppliers supporting the Gulf Coast communities, asking the Office of United States Trade Representative not to consider placing tariffs on aircraft parts and components as a result of Large Civil Aircraft Dispute (Docket Number USTR-2020-0023).

### **BACKGROUND INFORMATION**

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

**Background:** The Baldwin County Commission signed a letter of support, dated July 27, 2020, on behalf of Airbus against tariffs on aircraft parts and components as the impact of tariffs would be disastrous for Airbus in Mobile and other U.S. aerospace companies.

At this time, the Commission must formally reconfirm and ratify the approval of the letter of support, which was signed by the Commission on July 27, 2020 and forwarded to the Baldwin County Economic Development Alliance (BCEDA) to be submitted to the USTR portal.

### **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:** Admin. staff emailed letter of support on July 27, 2020 to:

Lee Lawson, BCEDA (via email only)

Cc:

4BCC

Wayne Dyess

Sherry-Lea Bloodworth Botop

Lee Lawson to submit letter to the USTR portal, all follow up coordinated by Lee Lawson with BCEDA.

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

N/A

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

# COUNTY COMMISSION BALDWIN COUNTY



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

[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

## MEMBERS

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

July 27, 2020

Ambassador Robert Lighthizer  
Office of the U.S. Trade Representative  
600 17th St NW  
Washington, DC 20006

**RE: Request for Comments - Enforcement of U.S. WTO Rights in Large Civil Aircraft Dispute (Docket Number USTR-2020-0023)**

Dear Ambassador Lighthizer:

On behalf of the thousands of Alabama aerospace workers and suppliers supporting our Gulf Coast communities we ask that you not consider placing tariffs on imported aircraft parts and components in the above referenced case. Airbus' investment in Alabama means American jobs, advancement in American ingenuity, and further development in our high-skilled labor markets.

Since Airbus first came to Mobile over a decade ago they have invested more than \$1 billion in the Gulf Coast region. Mobile has become a magnet for economic growth and a leader in the global aerospace industry which has positively impacted Baldwin County. As a result, the heart of Trump country is hoping to become the 4<sup>th</sup> largest aviation center in the world.

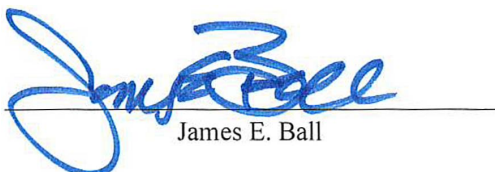
The livelihood of American employees, American customers, and American suppliers who have embraced Airbus' decision to build aircraft in the United States will be crushed if duties are placed on parts and components used at their facility, the Airbus A320 Final Assembly Line (FAL) in Mobile. At minimum, tariffs on aircraft parts and components will result in substantive job loss and will reverse the advances in aerospace engineering and growth that the state of Alabama is so proud to support.

We invite you back to Mobile to see firsthand the success of our growing aerospace community and to meet with the men and women in Mobile and Baldwin County growing our economy and helping America to fly into the future!

Sincerely,

  
Billie Jo Underwood

  
Joe Davis, III

  
James E. Ball

  
Charles F. Gruber



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1336, **Version:** 1

**Item #:** BD1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Matthew Brown, Director of Transportation; Amanda Thweatt, Grants Technician

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### **ITEM TITLE**

Braintree Payment Processing Solution - Integrated Mobility Innovation (IMI) Program Project

### **STAFF RECOMMENDATION**

Take the following actions between Baldwin County Commission (BCC) and Braintree Payment Services for Baldwin Regional Area Transit System (BRATS) to begin using a payment processing solution in conjunction with an online software to complete transportation bookings and payments for transportation:

- 1) Approve Braintree Payment Services Agreement, effective immediately upon signed agreement, and terminates upon ceasing to use Braintree Payment Services or providing PayPal with notice of your intent to terminate; and
- 2) Approve the Braintree Bank Agreement, effective immediately upon signed agreement, and terminates upon expiration of the use of Braintree Payment Services Agreement; and
- 3) Approve the Braintree Privacy Policy; and
- 4) Approve the Braintree Acceptable Use Policy; and
- 5) Approve the Braintree Electronic Signature Policy; and
- 6) Authorize the Clerk Treasurer, on behalf of the Chairman, to electronically accept the above referenced agreements and related documents, and provide all other information necessary and permitted by law, as part of the Braintree account setup process.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** August 6, 2019; June 16, 2020

**Background:** August 6, 2019 - 1. Authorized Baldwin Regional Area Transit System (BRATS) to submit documentation and an application for a grant under the Federal Transit Administration - Integrated Mobility Innovation (IMI) Demonstration Program for a mobility technology pilot program within BRATS; and 2. Authorized BRATS to name Via as a "Key Partner" for the Integrated Mobility

Innovation (IMI) grant as contemplated by the Federal Transit Administration Notice of Funding Opportunity, to the extent permissible by State and Local procurement laws; and 3. Authorized the Chairman to execute any grant related documents as required.

On March 16, 2020, FTA awarded funding to the Baldwin County Commission for participation in the IMI Program.

June 16, 2020 - 1) Approved a Contract for Professional Services between the Baldwin County Commission and Via Mobility, LLC, selected through a non-competitive process pursuant to Ala. Code § 41-16-51, for the provision of innovative software services in Conjunction with the Federal Transit Administration's (FTA) Integrated Mobility Innovation (IMI) Program. The term of said contract shall commence immediately upon the same date as its full execution and shall terminate upon the expiration of twelve (12) months from the initial software deployment; and 2. Authorized the Chairman to execute the attached contract and any other related documents.

Braintree is a PayPal, Inc., company that provides electronic payment processing services. Via Mobility is providing a dynamic scheduling software solution to BRATS that will allow customers to book rides and pay fares on a mobile application. Via's software is currently integrated with Braintree. Utilizing an alternate payment processing platform will result in additional programming fees.

BRATS customers will pay the payment processing fees as part of their trip fare and Braintree will remit that balance to BRATS. The Customer, not the Baldwin County Commission (BRATS), will be paying Braintree for its payment processing service.

Under the Payment Services Agreement, customers paying through the Via Mobile Application (utilizing Braintree) will receive at least Braintree's standard pricing which is currently 2.9% + \$0.30 per transaction. However, due to its relationship with Via, the Baldwin County Commission is expected to benefit from Via's bulk pricing arrangement with Braintree which would reduce customer transaction fees depending on the card provider.

This effort will move BRATS closer toward a cashless system that will reduce the time required to account for cash and coins by drivers and bookkeepers, and also reduce unnecessary contact between drivers and passengers during the COVID pandemic.

## **FINANCIAL IMPACT**

**Total cost of recommendation:** Because the customer is paying the processing fee, there is technically no cost to the County. However, the processing fee will be rolled into the fare (not added to the fare) and thus the County will ultimately see a small reduction of fare revenue. In FY21, fares are estimated to be \$75,000. Assuming this entire amount was received in the form of credit card payment processing through Braintree, actual fares collected would be reduced to an estimated \$65,325. However, because of the way fare revenue impacts grant reimbursements, the actual cost impact to the County will be closer to \$5,000.

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

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
No.

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes.

**Reviewed/approved by:** Reviewed by Stone Crosby 07/22/2020

**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:** For the project to stay on schedule with a September launch, Braintree account needs to be setup by early August.

**Individual(s) responsible for follow up:** Matthew Brown in coordination with Cian Harrison. Because this is an online account setup, all agreements will be accepted electronically.

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

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

# Updated Payment Services Agreement

**Effective Date:** The Payment Services Agreement is effective July 31, 2020 for Merchants who signed up before June 23, 2020 or immediately for all new Merchants who signed up on or after June 23, 2020.

This Braintree Payment Services Agreement, and the agreements, policies, and documents incorporated herein, (this “Agreement”), is entered into by and between PayPal, Inc., a Delaware corporation whose address is 2211 North First Street, San Jose, CA 95131 (“Braintree,” “PayPal,” “we,” or “our”) and the entity or individual who enters into this Agreement (“Merchant” or “you”). This Agreement sets out the terms and conditions under which you may utilize the Braintree Payment Services.

This Agreement becomes a legally binding contract and is effective as of the earliest date you do any of the following (the “Effective Date”):

Create an account on the Braintree website; Accept this Agreement online; or Begin using the Braintree Payment Services. This Agreement, as it may be amended from time to time, will be available on the “Legal” tab on the Braintree website. In addition to the terms of this Agreement, you agree to be bound by the terms of our Privacy Policy and Acceptable Use Policy, as well as your applicable Bank Agreement(s), which are incorporated herein by this reference.

**Please be advised that this Agreement contains provisions, including an Agreement to Arbitrate, that govern how claims you and PayPal have against each other are resolved, which will, with limited exception, require the parties to submit claims they may have against one another to binding and final arbitration. Under the Agreement to Arbitrate, the parties will (1) only be permitted to pursue claims against each other on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**

## **Section 1 – Braintree Payment Services**

### **1.01 “Braintree Payment Service(s)” means:**

- (a) “Payment Processing Services” means the payment processing services offered by PayPal which provide merchants with the ability to accept credit cards, debit cards, and other payment methods on a website or mobile application. These services include Gateway Services, a Bank-sponsored Merchant Account, Fraud Maintenance Tools (each as defined in this Agreement), recurring billing functionality, payment card storage, foreign currency acceptance, white glove customer support, and other software, APIs and services and technology as described on the Braintree website.



- (b) “Gateway Services” means the gateway services offered by PayPal which provide Merchants with the software and connectivity required to allow real-time secure data transmission for processing of credit card, debit card and certain other available payment method payments on a website or mobile application. The Gateway Services include those additional products and services provided by PayPal, including but not limited to the Forwarding Services, Grant Services and ACH Services (“**PayPal Products and Services**”), which are provided subject to the additional [PayPal Products and Services](#) as set forth on the Braintree website which are incorporated into this Agreement by reference. In addition, the Gateway Services include certain payment technology services provided by third parties that are used to facilitate your processing of credit and debit card payments (“**Payment Technology Services**”). In order to use these services, you agree to the applicable [Payment Technology Services terms](#) as set forth on the Braintree website which are incorporated into this Agreement by reference. You acknowledge and agree that the Payment Technology Services are provided solely by the relevant third party (and not PayPal) as set forth in the applicable Payment Technology Services terms, and that PayPal will under no circumstances be responsible or liable for any damages, losses or costs whatsoever suffered or incurred by you resulting from any Payment Technology Services.
- (c) “Fraud Maintenance Tools” means the optional fraudulent transaction management tools made available as part of the Braintree Payment Services that, if enabled by you or PayPal on your behalf, allow you to access fraudulent transaction management features to help detect fraudulent transactions based on the settings you may adopt, as described in more detail on the Braintree website (“**Fraud Maintenance Tools**”). If you elect to enable and use or disable the Fraud Maintenance Tools, you are responsible for determining which tools to use and for setting or modifying your own filter rules, which instruct us which Transactions to accept and decline on your behalf. If you set these filter rules too restrictively, you might lose sales volume. It is your responsibility to monitor your filter rules and settings on an ongoing basis. We may suggest filters and settings that may be appropriate for your business, based on factors such as your business profile and transaction history, however it is your responsibility to evaluate the usefulness and risk of any information, product or service. It is your sole responsibility to provide any necessary notices and disclosures, and obtain any required consents, on the use of the Fraud Maintenance Tools to your Customers on your website or mobile application. You shall use the Fraud Maintenance Tools in accordance with the applicable guides and other documentation made available by us, and you shall not use or permit others to use information obtained through the use of the Fraud Maintenance Tools for any purpose other than in conjunction with the Payment Processing Services and in a manner described in the applicable documentation for the Fraud Maintenance Tools. You acknowledge and agree that, subject to Section 7.03, PayPal does not represent or warrant that the Fraud Maintenance Tools are error free or that they will identify all fraudulent transaction activity. In addition, PayPal shall not be liable whether a Transaction is accepted or rejected using the Fraud

Maintenance Tools. You are responsible for your optional use of the Fraud Maintenance Tools, including any filters or settings you enable.

## **Section 2 – Fees, Payouts, Taxes and Account Activity**

### **2.01 Fees**

In exchange for us providing you with the Braintree Payment Services, you agree to pay us the fees, including applicable transaction, multi-currency and Chargeback fees, as listed in the fee schedule, available at <https://www.braintreepayments.com/braintree-pricing>, and incorporated herein by this reference. We reserve the right to revise our fees at any time, subject to a thirty (30) day notice period to you prior to the new fees taking effect. Interest shall accrue at the lower rate of 1.5% per month, or the maximum amount permitted by law, on all overdue amounts. In the event that you have a good faith dispute as to the amounts due, you agree to pay the undisputed amounts. Interest shall not accrue on any disputed amounts so long as you pay such amounts within thirty (30) calendar days after resolution of the dispute.

### **2.02 Payment of Fees, Payouts, Right to Set-off and Receipt of Customer Payments**

Subject to the terms of this Agreement, PayPal will instruct the Acquirer to remit to your Bank Account or to a Hyperwallet Settlement Account (if available to you), as duly nominated by you, all amounts due to you from your Transactions, minus any fees, Reversals, Invalidated Payments, Chargebacks, Refunds, setoffs, recoupments or other amounts that you owe to PayPal under this Agreement. You authorize us (any related notice and demand are hereby expressly waived) to set-off, recoup and to appropriate and to apply any and all balances or funds or other amounts we may owe you against and on account of your obligations, whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. If the Payout is not sufficient to cover the amounts due, without limiting our other rights and remedies (all of which are cumulative), you agree that we may debit your Bank Account for the applicable amounts, and/or recoup or set-off the applicable amounts against future Payouts. Upon PayPal's request, you agree to provide PayPal with all necessary bank account routing and related information and grant PayPal permission to debit amounts due from your Bank Account ("Debit Authorization"). In the event Merchant does not grant PayPal Debit Authorization, Merchant shall pay PayPal an additional sum equal to 5% of the amount intending to be debited, but not to exceed one-thousand (\$1,000) dollars, for each failed debit attempt. The parties agree that the damages that would be incurred by PayPal as a result of your failure to grant PayPal Debit Authorization are difficult to calculate, and the fee described above is intended as a reasonable approximation of such damages and not as a penalty.

You represent and warrant to PayPal that each transaction that you process using the Braintree Payment Services is solely in payment for your provision of bona fide goods or services (including charitable services) to your Customers. To the extent any Transaction funds are received by PayPal from your Customers, you hereby designate PayPal, and PayPal hereby agrees to serve, as your limited agent for the sole purpose of receiving such payments on your behalf from your Customers. You agree that upon PayPal receiving payment from a Customer: (a) you shall be deemed to have received payment from such Customer; (b) such Customer's obligation to you in connection with such payment shall be satisfied in full; (c) any claim you have for such payment against Customer shall be extinguished and (d) you are obligated to deliver the applicable goods or services to the Customer, in each case regardless of whether or when PayPal instructs Acquirer to remit such payment to you. Any receipt provided to the Customer shall be binding on you and shall satisfy all applicable regulatory requirements. This paragraph states the entirety of PayPal's duties as your agent for receipt of payment, and no other duties shall be implied by PayPal's undertaking to act in that capacity. This paragraph does not limit in any way PayPal's rights against you or any funds held by PayPal, including any right of set-off or security interest in such funds.

## **2.03 Taxes**

Merchant shall pay, indemnify, and hold PayPal harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on PayPal's income, and (ii) all government permit fees, customs fees and similar fees which PayPal may incur with respect to this Agreement. Such taxes, fees and duties paid by Merchant shall not be considered a part of, a deduction from, or an offset against, payments due to PayPal hereunder.

## **2.04 Account Activity**

With respect to Merchant's account activity accessible through the Braintree Payment Services, Merchant may report to PayPal any discrepancy relating to Transactions, Payouts, fees and amounts owed by Merchant under this Agreement. Merchant shall notify PayPal in writing of any such discrepancy within ninety (90) days of the date the data is made available to Merchant through the Braintree Payment Services. Following the expiration of this period, Merchant's account activity shall be deemed as accepted and agreed by Merchant and PayPal shall have no obligation to correct any errors or discrepancies identified after such period.

## **Section 3 –Restricted Activities, Representations and Warranties, American Express Card Acceptance**

### **3.01 Restricted activities**

In connection with your use of the Braintree Payment Services, you must comply with the Braintree Acceptable Use

Policy: <https://www.braintreepayments.com/legal/acceptable-use-policy>.

You agree that you will not:

- (a) Breach this Agreement, the Bank Agreement, or any other agreement that you have entered into with us in connection with the Braintree Payment Services;
- (b) Violate any federal, state, or local laws, rules, or regulations applicable to your business;
- (c) Violate any rule, guideline, or bylaw of any of the Networks (the “Network Rules”), as they may be amended by the Networks from time to time. Some of the Network Rules are available for [Visa](#), [Mastercard](#), [American Express](#), and [Discover](#).
- (d) Fail to provide us with any information that we reasonably request, in connection with this Agreement or your use of the Braintree Payment Services, about you or your business activities, including updated business records or financial statements, or provide us with false, inaccurate or misleading information;
- (e) Refuse to cooperate in a legal investigation or audit that may be required by the Networks in connection with this Agreement or your use of the Braintree Payment Services;
- (f) Integrate or use any of the Braintree Payment Services without complying with our requirements;
- (g) Utilize recurring billing or card on file functionality without properly complying with Network Rules, applicable law (including but not limited to the Electronic Funds Transfer Act (Reg E)), including obtaining your Customer’s consent to be billed in such a manner, obtaining your Customer’s consent to store their card on file for future or recurring transactions and making available a mechanism for your Customer to delete their card on file;
- (h) Submit any Transaction for processing through the Braintree Payment Services which does not represent a bona fide, permissible Transaction as outlined in this Agreement and in the Network Rules, or which inaccurately describes the product or services being sold or the charitable donations being made;
- (i) Process Transactions or receive payments on behalf of any other party, or redirect payments to any other party;
- (j) Display with unequal size or prominence, show preference for, or discriminate against one card brand or type over another, including your refund policies for purchases; and
- (k) Bill or collect from any cardholder for any purchase or payment on the card unless you have the right to do so under the Network Rules.

### **3.02 Representations and Warranties by Merchant**

Merchant has the full power and authority to execute, deliver and perform this Agreement. This Agreement is binding and enforceable against Merchant and no provision requiring Merchant's performance is in conflict with its obligations under any agreement to which Merchant is a party.

Merchant is duly organized, authorized and in good standing under the laws of the state, region or country of its organization and is duly authorized to do business in all other states, regions or countries/regions in which Merchant's business operates.

### **3.03 Additional Terms for American Express Card Acceptance**

- a. American Express may use the information obtained in your application at the time of setup to screen and/or monitor you in connection with card marketing and administrative purposes.
- b. You may be converted from this Agreement to a direct card acceptance agreement with American Express if you reach certain monthly sales volumes. Upon conversion, (i) you will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set your pricing and other fees for American Express Card acceptance.
- c. By accepting these terms, you agree to receive commercial marketing communications from American Express. You may opt out by notifying PayPal via email at [support@braintreepayments.com](mailto:support@braintreepayments.com). If you opt out of commercial marketing communications, you will still receive important transactional or relationship messages from American Express.
- d. American Express shall be a third party beneficiary of this Agreement for purposes of American Express Card acceptance. As a third party beneficiary, American Express shall have the right to enforce directly against you the terms of this Agreement as related to American Express Card acceptance. You acknowledge and agree that American Express shall have no responsibility of liability with regard to PayPal's obligations to you under this Agreement.
- e. American Express may conduct an audit of you at any time, for the purpose of determining compliance with the American Express Network Rules.
- f. You authorize PayPal to submit transactions to, and receive settlement from, American Express, and to disclose transaction and merchant information to American Express to perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes and important transactional or relationship communications.
- g. Merchant may terminate its acceptance of American Express at any time upon notice.

### **Section 4 – Liability for Invalidated Payments and other Liabilities**

You are liable for all claims, expenses, fines and liability we incur arising out of:

- (a) a Chargeback, Refund, over-payment, payment error, or other invalid payment (collectively “Invalidated Payment”);
- (b) any error, negligence, misconduct or fraud by you, your employees, or someone acting on your behalf; and
- (c) any losses resulting from your failure to comply with the terms of this Agreement, or your usage of the Braintree Payment Services.

In the event of an Invalidated Payment or other liability, in addition to our other rights and remedies (all of which are cumulative), we may (or instruct Acquirer to) deduct, setoff or recoup the amounts due to PayPal from your Payouts.

Without limiting PayPal’s other rights under the Agreement, when Merchant’s rate of Chargebacks exceed 90 basis point (0.9%) and 100 transactions in one month (“Excessive Chargebacks”), Merchant agrees to pay PayPal the Chargeback Maintenance Fee corresponding with Merchant’s Total Payment Volume as described in the table below every six months of consecutive Excessive Chargebacks. The parties acknowledge and agree that the Chargeback Maintenance Fee is commensurate to PayPal’s additional financial risk exposure to continue providing Merchant the Payment Processing Services hereunder. The Chargeback Maintenance Fee shall only apply to you if you (a) meet the foregoing criteria and (b) applied for Braintree Payment Processing Services after November 15, 2019.

<b>Total Payment Volume</b>	<b>Chargeback Maintenance Fee</b>
\$0 - \$5,000,000.00	\$2,000.00
\$5,000,000.01 - \$ 50,000,000.00	\$20,000.00
\$50,000,000.01 and above	\$200,000.00

In addition to the above, if you have a past due amount owed to us or any of our affiliates under any other agreement, PayPal may instruct Acquirer to deduct the amounts owed from your Payouts. This includes amounts owed by your use of our various products and services which may include PayPal, Venmo and Hyperwallet.

## **Section 5 – Actions We May Take**

### **5.01 Credit Report Authorization and Verification of Information**

You authorize PayPal, directly or through third parties, to make any inquiries or take any actions we consider necessary to validate your identity, evaluate your creditworthiness, and verify information that you have provided to us. You authorize PayPal to obtain financial and credit information, such as pulling your personal credit report, or the credit report for your directors, officers, and principals. By completing your application to become a PayPal customer, you are providing PayPal with written instructions and authorization in accordance with the Fair Credit Reporting Act to obtain such financial information or credit reports.

In the event that we are unsuccessful in receiving satisfactory information for us to verify your identity or determine that you are creditworthy, PayPal reserves the right to terminate this Agreement with immediate notice to you, cease to provide access to the Braintree Payment Services, and refuse or rescind any payment by your customers.

## **5.02 Actions by PayPal**

If we believe that your Transactions pose an unacceptable level of risk, that you have breached the terms of this Agreement, or that your account has been compromised, we may take various actions to avoid liability. The actions we may take include, but are not limited to, suspending or limiting your ability to use the Braintree Payment Services, refusing to process any Transaction, reversing a Transaction, instructing Acquirer to hold your Payouts, and contacting your customers to verify Transactions and reduce potential fraud and disputes. If possible, we will provide you with advance notice of our actions and resolution steps. However, advance notice will not be provided if there is an immediate need to take actions such as a security threat, potential fraud, or illegal activity.

## **5.03 Reserves**

PayPal, in its sole discretion, may instruct Acquirer to place a Reserve on a portion of your Payouts in the event that we believe that there is a high level of risk associated with your business, your Bank-sponsored Merchant Account, your PayPal account or your Transactions. If we place a reserve on your Payouts, we will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of your Payouts are held for a certain period of time, that a fixed amount of your Payouts are withheld from payout to you, or such other restrictions that PayPal determines in its sole discretion. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms.

PayPal may hold a Reserve as long as it deems necessary, in its sole discretion, to mitigate any risks related to your Transactions. You agree that you will remain liable for all obligations related to your Transactions even after the release of any Reserve. In addition, we may require you to keep your Bank Account available for any open settlements, Chargebacks and other adjustments.

## **5.04 Security Interest**

As security for the payment and performance of all of your now existing or hereinafter arising or incurred obligations under this Agreement or any other obligation to PayPal, you grant to PayPal a lien on, and security interest in and to, all your now existing or hereafter arising right, title and/or interest in, to or under this Agreement, the Reserve, all funds held in Reserve, all Reserves at any time established in accordance with this Agreement, and all proceeds of any of the foregoing. Merchant agrees to duly execute and deliver to PayPal such instruments and documents as may be required to perfect

and otherwise give effect to the lien and security interest granted to PayPal under this Agreement.

## **5.05 Letter of Credit**

In the event PayPal, in its sole discretion, believes there is a high level of risk associated with your business, your Bank-sponsored Merchant Account, your PayPal account or your Transactions, you shall duly cause to be delivered to PayPal a standby, unconditional, irrevocable letter of credit (the "Letter of Credit") in the amount required by PayPal (the "Letter of Credit Amount"), with PayPal, Inc. as beneficiary, by an acceptable bank and in a form and content satisfactory to PayPal in its sole discretion and within five (5) business days of PayPal's request. If at any time after delivery of the Letter of Credit PayPal determines that the Letter of Credit Amount does not cover PayPal's potential risk related to processing your transactions hereunder or any other contract entered into by you and PayPal, then you agree to cause the Letter of Credit to be amended or to secure an additional Letter of Credit, within five (5) business days from our written request, in an amount to cover such exposure.

Merchant shall cause the Letter of Credit to be continuously maintained in effect until PayPal consents otherwise and shall furnish PayPal with a new or extended Letter of Credit at least sixty (60) days prior to the expiration of a Letter of Credit and ensure there is no gap in coverage. It shall be a default under this Agreement if a new or extended Letter of Credit is not provided. PayPal shall be entitled to draw the full amount of the Letter of Credit in such event.

PayPal may at any time make one or more draws from the Letter of Credit (without notice to you) up to the amount owed to PayPal hereunder or under any other contract between PayPal, its affiliates and you. PayPal may, but shall not be required to, apply or offset such proceeds of the Letter of Credit to cure such amounts owed to PayPal by Merchant. All fees and/or costs, including without limitation attorneys' fees and costs, incurred related to the Letter of Credit shall be paid solely by Merchant. Merchant authorizes PayPal, at its election, to charge Merchant's account(s) with PayPal for all such fees and costs.

In addition to all of PayPal's other rights and remedies under this Agreement or applicable law, PayPal shall have the right to immediately terminate this Agreement in the event Merchant fails (i) to furnish PayPal with a Letter of Credit within the timeframes stated in this Section; or (ii) to maintain the Letter of Credit as provided herein. In addition, the delivery of the Letter of Credit shall not act as a cure or waiver of any now existing or hereafter arising breaches or defaults under the Agreement.

## **Section 6 – Account Security, Data, Intellectual Property and Publicity**

### **6.01 Security of your access**



You agree to:

- (a) Not allow anyone else to have or use your password details and to comply with all reasonable instructions we may issue regarding account access and security. In the event you share your password details, PayPal will not be liable to you for losses or damages caused by such sharing;
- (b) Keep your personal details up to date. We may be unable to respond to you if you contact us from an address, telephone number or email account that is not registered with us; and
- (c) Take all reasonable steps to protect the security of the personal electronic device through which you access the Braintree Payment Services (including, without limitation, using PIN and/or password protected personally configured device functionality to access the Braintree Payment Services and not sharing your device with other people).

## **6.02 Data Security Compliance**

Merchant agrees to comply with applicable data privacy and security requirements under the Payment Card Industry Data Security Standard ("Network PCI DSS Requirements") and any applicable Network data security requirements (including those made available by [Visa](#), [MasterCard](#), [American Express](#) and [Discover](#)) with regards to Merchant's use, access, and storage of certain credit card non-public personal information. In order to verify your compliance with Network PCI DSS Requirements, you must complete and demonstrate certification pursuant to the requirements that we notify to you. Additionally, Merchant agrees to comply with its obligations under any applicable law or regulation as may be in effect or as may be enacted, adopted or determined regarding the confidentiality, use, and disclosure of cardholder information. You must report any Customer Data breach or incident to PayPal and/or the Networks immediately after discovery of the incident. You also agree to ensure data quality and that any Customer Data is processed promptly, accurately and completely, and complies with the Networks' technical specifications.

PayPal agrees to comply with the applicable Payment Card Industry Data Security Standard ("PCI DSS"). PayPal acknowledges that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of the Merchant, or to the extent that PayPal could impact the security of the cardholder data environment.

## **6.03 Data Protection**

The data protection terms applicable to this Agreement are set out in Exhibit A (Data Protection Addendum) and are hereby incorporated by reference into this Agreement; provided that such Exhibit A shall not apply to PayPal's Venmo Service, which is subject to the data protection principles set forth in the Venmo Service Terms available at [braintreepayments.com](#). The terms of the Data Protection Addendum shall prevail over any conflicting terms in this Agreement relating to data protection and privacy.

## **6.04 Software License**

PayPal grants you a revocable, non-exclusive, non-transferable, royalty-free limited license to access and/or use PayPal's APIs, developer's toolkit, and other software in accordance with the accompanying documentation made available by PayPal for purposes of using the Braintree Payment Services. This license grant includes all updates, upgrades, new versions and replacement software for your use in connection with the Braintree Payment Services. If you do not comply with the documentation and any other requirements provided by PayPal, then you will be liable for all resulting damages suffered by you, PayPal and third parties. Unless otherwise provided by applicable law, you agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the Software. Upon expiration or termination of this Agreement, you will immediately cease all use of any Software.

## **6.05 Trademark License**

PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's trademarks used to identify the Braintree Payment Service (the "Trademarks") solely in conjunction with the use of the Braintree Payment Service. Merchant agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Trademark or any other trademark, trade name or product designation belonging to or licensed to PayPal (including, without limitation registering or attempting to register any Trademark or any such other trademark, trade name or product designation). Upon expiration or termination of this Agreement, you will immediately cease all display, advertising and use of all of the Trademarks, including the logos and trademarks of the Networks.

## **6.06 Intellectual Property**

Other than the express licenses granted by this Agreement, PayPal grants no right or license by implication, estoppel or otherwise to the Braintree Payment Service or any Intellectual Property Rights of PayPal. Each party shall retain all ownership rights, title, and interest in and to its own products and services (including in the case of PayPal, in the Braintree Payment Service) and all Intellectual Property Rights therein, subject only to the rights and licenses specifically granted herein.

## **6.07 Publicity**

Merchant hereby grants PayPal permissions to use Merchant's name and logo in its marketing materials including, but not limited to use on Braintree's website, in customer listings, in interviews and in press releases.

## **6.08 Confidential Information**

The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the Braintree Payment Services and the know how, technology, techniques, or business or marketing plans related thereto (collectively, the “Confidential Information”) all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party’s obligations under this section or by breach of a third party’s confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party’s confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party’s Confidential Information; (ii) not use the disclosing party’s Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party’s express prior written consent; (iii) disclose the disclosing party’s Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party’s internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure.

## **6.09 Data Portability**

Upon any termination or expiry of this Agreement, PayPal agrees, upon written request from Merchant, to provide Merchant’s new acquiring bank or payment service provider (“Data Recipient”) with any available credit card information including Personal Data relating to Merchant’s Customers (“Card Information”). In order to do so, Merchant must provide PayPal with all requested information including proof that the Data Recipient is in compliance with the Network PCI-DSS Requirements and is level 1 PCI compliant. PayPal agrees to transfer the Card Information to the Data Recipient so long as the following applies: (a) Merchant provides PayPal with proof that the Data Recipient is in compliance with the Network PCI-DSS Requirements (Level 1 PCI compliant) by providing PayPal a certificate or report on compliance with the Network PCI-DSS Requirements from a qualified provider and any other information reasonably requested by PayPal; (b) the transfer of such Card Information is compliant with the latest version of the Network PCI-DSS Requirements; and (c) the transfer of such Card Information is allowed under the applicable Network Rules, and any applicable laws, rules or regulations (including data protection laws).

## **Section 7 - Indemnification, Limitation of Liability, Disclaimer of Warranties**

### **7.01 Indemnification**

Merchant agrees to indemnify, defend, and hold harmless PayPal, its parent, affiliates, officers, directors, agents, employees and suppliers from and against any lawsuit, claim, liability, loss, penalty or other expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of (i) your breach of this Agreement or any other agreement you enter into with PayPal or its suppliers in relation to your use of the Braintree Payment Services; (ii) your use of the Braintree Payment Services; (iii) your acts or omissions; and/or (iv) your violation of any applicable law, regulation, or Network Rules and requirements.

### **7.02 LIMITATION OF LIABILITY**

PAYPAL SHALL NOT BE LIABLE TO YOU OR A THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BRAINTREE PAYMENT SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF PAYPAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL PAYPAL'S TOTAL AGGREGATE LIABILITY TO MERCHANT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE DIRECT DAMAGES SUFFERED BY SUCH PARTY IN AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE BY MERCHANT TO PAYPAL UNDER THIS AGREEMENT DURING THE FIRST TWELVE (12) MONTH PERIOD AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

### **7.03 Disclaimer of Warranties**

THE BRAINTREE PAYMENT SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. PAYPAL DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO MERCHANT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PAYPAL OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A

WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF PAYPAL'S OBLIGATIONS.

The parties acknowledge that the Braintree Payment Service is a computer network based service which may be subject to outages and delay occurrences. As such, PayPal does not guarantee continuous or uninterrupted access to the Braintree Payment Services. Merchant further acknowledges that access to the Braintree website or to the Braintree Payment Services may be restricted for maintenance. PayPal will make reasonable efforts to ensure that Transactions are processed in a timely manner; however, PayPal will not be liable for any interruption, outage, or failure to provide the Braintree Payment Services.

#### **7.04 ATTORNEY'S FEES; INSOLVENCY AND OTHER PROCEEDINGS**

If it becomes necessary for PayPal to use legal counsel to enforce or prevent a breach of this Agreement or your obligations, whether or not suit is filed, you will immediately reimburse us for reasonably incurred attorney fees and other costs and expenses. You will also immediately reimburse us for all reasonable attorney's fees and costs incurred in connection with the representation of PayPal in any bankruptcy, insolvency, reorganization, or other debtor-relief or similar proceeding of or relating to (a) Merchant, (b) any person liable (by way of guaranty, assumption, endorsement, or otherwise) on any of the obligations under this Agreement, (c) this Agreement, or (d) any property that secures any of your obligations under this Agreement.

### **Section 8 - Term and Termination; Dormancy**

#### **8.01 Term and Termination**

The term of this Agreement shall commence on the Effective Date and shall continue on until terminated as set forth herein. You may terminate this Agreement, without cause, by providing PayPal with notice of your intent to terminate, or by ceasing to use the Braintree Payment Services.

PayPal may terminate this Agreement or suspend services to you if any of the following occurs: (1) we are required by the Networks, the Acquirer, or an order from a regulatory body to cease providing services to you; (2) we believe that you have breached this Agreement, or are likely to do so; (3) if we determine that your use of the Braintree Payment Services carries an unacceptable amount of risk, including credit or fraud risk; or (4) any other legal, reputational, or risk-based reason exists, in PayPal's sole discretion. In the event that PayPal must terminate this Agreement, PayPal shall provide you with written notice as soon as reasonably practicable.

After termination by either party as described above, Merchant shall no longer have access to, and shall cease all use of the Braintree Payment Services. Any termination of

this Agreement does not relieve Merchant of any obligations to pay any fees, costs, penalties, Chargebacks or any other amounts owed by you to us as provided under this Agreement, whether accrued prior to or after termination.

## **8.02 Dormancy**

If there is no processing activity through your Bank-sponsored Merchant Account(s) for a period of twelve (12) months or longer, PayPal may close such inactive Bank-sponsored Merchant Account(s) and terminate the Gateway Services upon written notice. If required by applicable law, PayPal will escheat (send) any outstanding funds to your state of residency. If you would like to claim any escheated funds from the applicable state, please contact the applicable state's unclaimed property administrator. You will remain liable for all outstanding obligations under this Agreement related to your Bank-sponsored Merchant Account(s) prior to closure.

## **Section 9 – General Provisions**

### **9.01 Independent Contractors**

Except as provided in Section 2.02 of this Agreement, the relationship of PayPal and Merchant is that of independent contractors. Neither Merchant nor any of its employees, consultants, contractors or agents are agents, employees, partners or joint ventures of PayPal, nor do they have any authority to bind PayPal by contract or otherwise to any obligation. None of such parties will represent anything to the contrary, either expressly, implicitly, by appearance or otherwise

### **9.02 Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

### **9.03 Waiver**

No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

### **9.04 Assignment**

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Merchant may not assign this Agreement without the written consent of PayPal. PayPal may assign this Agreement in its sole discretion without the written consent of Merchant.

### **9.05 Amendment**

We may amend this Agreement at any time by posting a revised version of it on our website under the "Legal" section of our website. The revised version will be effective at the time we post it. In addition, if our changes reduce your rights or increase your responsibilities, we will provide you with at least 30 days' prior notice by posting notice under the "Policy Updates" section contained in the "Legal" section of our website. If you do not agree to the updated terms, you can terminate your Agreement by providing us with notice in the manner indicated below in Section 9.09. If you provide us with termination notice within 30 days of the date of update, then your current terms and conditions shall apply during this notice period.

### **9.06 Entire Agreement**

This Agreement sets forth the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

### **9.07 Survival**

Sections 2 (Fees and Tax), 4 (Liability for Chargebacks, Invalidated Payments and other Liabilities), 5 (Actions We May Take), 6.09 (Confidential Information), 7 (Indemnification, Limitation of Liability, Disclaimer of Warranties), 8 (Term and Termination, Data Portability), 9 (General Provisions), Exhibit "A" (Data Protection Addendum) and Exhibit "B" (Definitions), as well as any other terms which by their nature should survive, will survive the termination of this Agreement.

### **9.08 Communication; Recording Calls; and Availability of Contractual Documents**

You consent to receive autodialed or prerecorded calls and text messages from PayPal at any telephone number that you have provided us or that we have otherwise obtained to (i) notify you regarding your account; (ii) collect a debt; (iii) resolve a dispute; (iv) contact you about exclusive offers; or (v) as otherwise necessary to service your

account or enforce the Agreement. Standard telephone minute and text charges may apply.

We may share your telephone numbers with our service providers (such as billing or collections companies) who we have contracted with to assist us in pursuing our rights or performing our obligations under the Agreement, our policies, or any other agreement we may have with you. You agree these service providers may also contact you using autodialed or prerecorded calls and text messages, only as authorized by us to carry out the purposes we have identified above, and not for their own purposes.

PayPal may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with PayPal or its agents for quality control and training purposes or for its own protection.

If you have a question or complaint relating to the Braintree Payment Services or your Transactions, please contact the Braintree customer support as defined in the “Contact” tab of the Braintree website. The general terms and conditions for the Braintree Payment Services will be available at all times on [www.braintreepayments.com](http://www.braintreepayments.com) in the “Legal” tab, and/or be made available during signup process as an electronic copy per e-mail. You may request at any time free of charge electronic copy of your contractual documents.

## **9.09 Notices, Contracting Entity, Governing Law, and Jurisdiction**

a. Contracting Entity. “PayPal,” “Braintree,” “we,” and “our” in this Agreement refer to PayPal, Inc., a Delaware corporation in the United States whose address is 2211 North First Street, San Jose, CA 95131.

b. Notice to Merchant. Merchant agrees that PayPal may provide notices and disclosures to Merchant by posting them on Braintree’s website, emailing them to Merchant, or sending them to Merchant through postal mail. Notices sent to Merchant by postal mail are considered received by Merchant within three (3) Business Days of the date PayPal sends the notice unless it is returned to PayPal. Disclosures and notices posted on Braintree’s website or emailed shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered. Furthermore, you understand and agree that if PayPal sends you an email but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, PayPal will be deemed to have provided the communication to you. In addition, PayPal may send Merchant emails, including, but not limited to, those relating to product updates, new features and offers and Merchant hereby consents to such email notification. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with a paper copy.



c. Notices to PayPal. Notice to PayPal shall be considered valid only if sent by postal mail to PayPal, Inc., Attention: Legal Department, 2211 North First Street, San Jose, California 95131.

d. Choice of law and jurisdiction. The laws of the State of Delaware, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between the parties, except as otherwise stated in this Agreement.

## **9.10 Agreement to Arbitrate**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW CLAIMS YOU AND PAYPAL HAVE AGAINST EACH OTHER ARE RESOLVED.**

**You and PayPal agree that any and all disputes or claims that have arisen or may arise between you and PayPal shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this provision.**

**THE PARTIES ALSO AGREE THAT YOU AND PAYPAL MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND PAYPAL AGREE OTHERWISE, THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER PAYPAL MERCHANTS.**

**The arbitration will be conducted by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org). Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. All issues are for the arbitrator to decide, except that issues relating to arbitrability, or the scope or enforceability of this Agreement to Arbitrate, shall be for a court of competent jurisdiction to decide. If a court decides that any part of this Section 9.10 is invalid or unenforceable, the other parts of this Section 9.10 shall still apply.**

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or PayPal may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and PayPal subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or PayPal may attend by telephone, unless required otherwise by the arbitrator(s).

The arbitrator(s) will decide the substance of all claims in accordance with the laws of the State of Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different merchants, but is/are bound by rulings in prior arbitrations involving the same merchant to the extent required by applicable law. The arbitration award shall be final and binding and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **EXHIBIT A – Data Protection Addendum**

### **1 DEFINITIONS AND INTERPRETATION**

1.1 The following terms have the following meanings when used in this Addendum:

- **“Customer”** means your customers who use the payment processing services in the United States and for the purposes of this Addendum, are data subjects.
- **“Customer Data”** means the Personal Data that (i) the Customer provides to you and you pass on to PayPal through the use by you of the payment processing services and (ii) PayPal may collect from the Customer’s device and browser through use by you of the payment processing services.
- **“Data Protection Laws”** means any data protection laws, regulations, regulatory requirements applicable to PayPal’s provisions of the payment processing services, including without limitation, the California Consumer Privacy Act of 2018 (CCPA), including any implementing regulations issued by the California Attorney General.
- **“Personal Data”** means any information relating to an identified or identifiable natural person (a “data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **“Process” or “Processed” or “Processing”** means any operation or set of operations performed upon Personal Data, including collection, recording, retention, sharing, organization, storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, making available, alignment, combination, blocking, deleting, erasure, or destruction.

- **“Security Incident”** means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data on systems managed by or otherwise controlled by PayPal.
- **“Service Provider”** shall have the meaning set forth in the CCPA.

This Addendum comprises (i) sections 1 to 2, being the main body of the Addendum; and (ii) Attachment 1.

## **2 PROCESSING OF PERSONAL DATA IN CONNECTION WITH THE BRAINTREE SERVICES**

### **2.1 PayPal as a Service Provider**

**2.1.1** PayPal is your Service Provider with respect to Customer Data, including the Personal Data of Customers and other natural persons, households, and entities only for the purposes specified in the Agreement. You agree to provide to PayPal only the Customer Data that is necessary for PayPal to provide the payment processing services. The parties acknowledge and agree that PayPal is permitted to use, reproduce and Process Customer Data and payment transaction data for the following limited purposes:

- as reasonably necessary to provide and improve the payment processing services to you and your customers, including fraud protection tools;
- to monitor, prevent and detect fraudulent payment transactions and to prevent harm to you, PayPal and to third parties;
- to comply with legal or regulatory obligations applicable to the Processing and retention of payment data to which PayPal is subject, including applicable anti-money laundering and identity verification obligations;
- to analyze, develop and improve PayPal's products and services;
- internal usage, including but not limited to, data analytics and metrics;
- to compile and disclose Customer Data and payment transaction data in the aggregate where your individual or user Personal Data is not identifiable, including calculating your averages by region or industry;
- complying with applicable legal requirements and assisting law enforcement agencies by responding to requests for the disclosure of information in accordance with laws; and
- any other purpose that PayPal notifies you and in accordance with Data Protection Laws.

**2.1.2** PayPal shall comply with the requirements of the Data Protection Laws with respect to the use of Personal Data under this Addendum and shall not knowingly do anything or knowingly permit anything to be done with respect to the Personal Data which might lead to a breach by you of the Data Protection Laws.

**2.1.3** With regard to any Customer Data to be Processed by PayPal in connection with this Addendum, you will be solely responsible for determining the purposes for which and the manner in which Customer Data are, or are to be, Processed.

**2.1.4** The Parties acknowledge and agree that valuable consideration, monetary or otherwise, is being provided for the payment processing services being rendered by PayPal and not in exchange for you providing Personal Data in connection with the payment processing services.

**2.1.5** Unless otherwise required or authorized by law and subject to any applicable exceptions, limitations, exemptions and/or exclusions set forth in the CCPA or applicable Data Protection Laws, PayPal is prohibited from collecting, retaining, using, selling or disclosing Personal Information except as necessary for the purpose of performing the payment processing services specified in the Agreement between the parties.

## **2.2 Customer Requests**

PayPal shall, to the extent legally permitted, promptly notify you in the event PayPal receives a request from a Customer for access to, correction, amendment or deletion of, that Customer's Personal Data. PayPal shall not respond to any such Customer request without your prior written consent except to confirm that the request relates to you and you hereby consent to such communication with your Customer by PayPal. PayPal shall provide you with commercially reasonable cooperation and assistance in relation to the handling of a Customer's request for access to that Customer's Personal Data, provided that such cooperation and assistance is legally permitted and to the extent you do not have access to such Customer Data through your use of the payment processing services. PayPal and you acknowledge and agree that PayPal is authorized under applicable law to retain and Process such Customer Data pursuant to applicable law, including, without limitation, any applicable exceptions, limitations, exemptions and/or exclusions set forth in the CCPA (including without limitation, those exceptions, limitations, exemptions and/or exclusions set forth in California Civil Code § 1798.145).

## **2.3 PayPal Personnel**

PayPal shall ensure that its personnel engaged in the Processing of Customer Data are informed of the confidential nature of the Customer Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Such confidentiality obligations shall survive the termination of the applicable personnel's engagement. PayPal undertakes to provide its personnel with training as necessary from time to time with respect to PayPal's obligations in this Addendum so that PayPal personnel are aware of, and comply with, such obligations. Access by PayPal's personnel to Customer Data is limited to those personnel performing payment processing services in accordance with the Agreement.

## **2.4 Technical and Organizational Measures**

PayPal shall, as a minimum, implement and maintain appropriate technical and organizational measures as described in Attachment 1 to this Addendum to keep Customer Data secure and to protect it against unauthorized or unlawful Processing and accidental loss, destruction or damage in relation to the provision of the payment processing services. You understand and agree that the technical and organizational measures are subject to technical progress and development. In that regard, PayPal is expressly permitted to implement adequate alternative measures as long as the security level of the measures is maintained in relation to the provision of the payment processing services. In the event of any detrimental change PayPal shall provide a notification together with any necessary documentation to you by email or publication on a website easily accessible by you.

## **2.5 Security Incidents**

If PayPal becomes aware of a Security Incident in connection with the Processing of Customer Data and if there is a reasonable likelihood of materially harm to a material part of the PayPal systems relating to the payment processing services provided to you, PayPal will, in accordance with Data Protection Laws: (a) notify you of the Security Incident promptly and without undue delay; and (b) promptly take reasonable steps to minimize harm and secure Customer Data.

**2.5.1 Details of Security Incident.** Notifications made under this Section will describe, to the extent possible, reasonable details of the Security Incident, including steps taken to mitigate the potential risks.

**2.5.2 Communication.** PayPal will deliver its notification of any Security Incident to one or more of your administrators via email. You are solely responsible for maintaining accurate contact information and ensuring that any contact information is current and valid.

## **2.6 Deletion**

Upon termination or expiration of the Agreement, PayPal will delete or return to you all Customer Data Processed on behalf of you, and PayPal shall delete existing copies of such Customer Data except where authorized by Data Protection Laws or necessary to retain such Customer Data strictly for the purposes of compliance with applicable law.

## **2.7 Certification**

The Parties will at all times comply with applicable Data Protection Laws. PayPal hereby certifies that it understands and agrees to the terms of this Data Protection Addendum.

## **2.8 Merchant Notices**

You undertake to provide all notices and obtain all consents necessary for PayPal's use of Personal Data set out above.

## **Attachment 1**

The following technical and organizational measures will be implemented:

Measures taken to prevent any unauthorized person from accessing the facilities used for data processing (e.g. secured access, badges);

Measures taken to prevent data media from being read, copied, amended or moved by any unauthorized persons (e.g. data kept in locked premises);

Measures taken to prevent the unauthorized introduction of any data into the information system, as well as any unauthorized knowledge, amendment or deletion of the recorded data (e.g. restricted access to the IT infrastructure);

Measures taken to prevent data processing systems from being used by unauthorized person using data transmission facilities (e.g. firewalls);

Measures taken to guarantee that authorized persons when using an automated data processing system may access only data that are within their competence (e.g. specific users accounts);

Measures taken to guarantee the checking and recording of the identity of third parties to whom the data can be transmitted by transmission facilities (e.g. VPN, encryption of data);

Measures taken to guarantee that the identity of the persons having had access to the information system and the data introduced into the system can be checked and recorded ex post facto at any time and by any authorized person;

Measures taken to prevent data from being read, copied, amended or deleted in an unauthorized manner when data are disclosed and data media transported;

Measures taken to safeguard data by creating backup copies (encryption of data back-ups).

## **EXHIBIT B – Definitions**

- **"Acquirer"** means the financial institution that provides acquiring services to Merchant under the terms of the Bank Agreement.
- **"Agreement"** means this Braintree Payment Services Agreement, including all exhibits and other agreements and documents incorporated herein.
- **"Bank Account"** means the bank account that you specify to receive your Payouts.

- **"Bank Agreement"** means the agreement provided by the financial institution that is providing the acquiring services.
- **"Bank-sponsored Merchant Account"** means the merchant account(s) provisioned to Merchant by Acquirer for use as part of the Braintree Payment Services under the terms of the Bank Agreement.
- **"Business Day"** means a day where banks are generally open in the United States.
- **"Chargeback"** means a challenge to a payment that a buyer files directly with his or her credit or debit card issuer.
- **"Chargeback Maintenance Fee"** is defined in Section 4 above.
- **"Confidential Information"** is defined in Section 6.08 above.
- **"Control Panel"** is the user interface for the Braintree Payment Services.
- **"Customer(s)"** means the customer of the Merchant.
- **"Customer Data"** means all information, including personal data, that (i) the Customer provides to Merchant and Merchant passes on to PayPal through the use by Merchant of the payment processing services and (ii) PayPal collects from the Customer's device and browser through use by Merchant of the payment processing services.
- **"Debit Authorization"** is defined in Section 2.02 above.
- **"Excessive Chargebacks"** is defined in Section 4 above.
- **"Fraud Protection Tools"** is defined in Section 1.01 (c) above.
- **"Hyperwallet"** means the Hyperwallet services provided by PayPal, Inc. and its affiliates.
- **"Hyperwallet Customer Funds Account"** means a pooled Hyperwallet funds account designated for the benefit of merchants and segregated from Hyperwallet's proprietary operating accounts where your funds are held in trust and in accordance with the Hyperwallet terms of service.
- **"Intellectual Property Rights"** means the rights owned by a party in its Intellectual Property.
- **"Invalidated Payment"** is defined in Section 4(a) above.
- **"Letter of Credit"** is defined in Section 5.05 above.
- **"Letter of Credit Amount"** is defined in Section 5.05 above.
- **"Merchant"** or **"you"** means the entity and/or individual who enters into this Agreement.
- **"Networks"** means, collectively, Visa, MasterCard, Discover, American Express, any ATM or debit network, and the other card network organizations.
- **"Network PCI-DSS Requirements"** has the definition ascribed to such term in Section 6.02.
- **"Network Rules"** is defined in Section 3.01(c) above.
- **"Payout"** means the amount due to you from your Transactions minus our fees and any Refunds, Chargebacks, Reversals, setoffs, recoupments or other amounts due to PayPal.
- **"Reversal"** means any payment that PayPal reverses to your customer.
- **"Refund"** means a refund issued by you through the Braintree Control Panel or through your API access.

- "**Reserve**" means an amount or percentage of your Payouts that we instruct Acquirer to hold in order to protect against the risk of Reversals, Chargebacks, or any other risk, exposure and/or potential liability to us related to your use of the Braintree Payment Services.
- "**Restricted Activities**" means any breaches of our Acceptable Use Policy and any activity specified in Section 3.01 above.
- "**Software**" is defined in Section 6.04 above.
- "**Total Payment Volume**" shall be based on Merchants total Transactions processed, calculated in USD, within the twelve (12) months preceding the month the Chargeback Maintenance Fee becomes due.
- "**Trademark(s)**" is defined in Section 6.05 above.
- "**Transaction**" means the payment of funds between you and a Customer related to the sale of goods and/or services, or charitable donations.



# Bank Agreement

## Wells Fargo Bank Commercial Entity Agreement (US)

This Commercial Entity User Agreement (“Commercial Entity Agreement” or “CEA”) is provided to Braintree customers that are Commercial Entities (as defined by Visa and Mastercard), who open a Merchant Account and who use Braintree’s services to (i) accept Association (defined below) branded payment card on their website from customers. Each such entity or person receiving this CEA is hereby referred to as “Braintree Customer.” In this CEA, “you,” and/or “your” also refer to Braintree Customer. This CEA constitutes your separate legally binding contract between you, as a Commercial Entity, and (2) Wells Fargo Bank, N.A. and Wells Fargo Merchant Services, L.L.C. (collectively, “Wells Fargo”). In this CEA “we”, “us” and “our” also refers to Wells Fargo. Braintree Customer has agreed to the Braintree Payment Services Agreement or equivalent agreement (the “PSA”), which sets forth requirements regarding the Braintree Services and are incorporated into this CEA by reference. Wells Fargo may terminate provision of credit and debit card processing services provided by Wells Fargo to Braintree and you in connection with payments made to you through the Braintree Service and enforce any of the provisions of the PSA that relate to the credit and debit card processing services provided by Wells Fargo. This CE agreement replaces any other merchant agreement you may have already agreed to with Braintree and Wells Fargo.

**By agreeing to this CEA (by “click through” agreement or otherwise) you agree to the terms and conditions of this CEA and any documents incorporated by reference.** Braintree Customer further agrees that this CEA forms a legally binding contract between Braintree Customer and Wells Fargo. Any rights not expressly granted herein are reserved by Wells Fargo.

**1. Purpose of this CEA.** As the recipient of a credit or debit card funded payment, Visa U.S.A., Inc. and Visa International (“Visa”), Mastercard International Incorporated (“Mastercard”) and DFS Services LLC (“Discover”) and any applicable debit networks (collectively the “Associations”) require that you enter into a direct contractual relationship with a bank who is a member of the Associations. By entering into the CEA, you are fulfilling the Association rule of entering into a direct contractual relationship with a member bank, and you are agreeing to comply with Association rules as they pertain to payments you receive through the Braintree Service.

**2. Association Rules.** Mastercard, Visa and Discover have established guidelines, merchant monitoring programs and reports to track merchant activity such as excessive credits and Chargebacks, and increased deposit activity. In the event you exceed the guidelines or submit suspicious transactions as identified by an Association or any related program or reports, you may be subject to: (i) incremental Chargebacks and/or

fees; (ii) settlement delay or withholding; (iii) termination of your Agreement; or (iv) audit and imposition of fines. You agree to follow all requirements of this Agreement in connection with each Card transaction and to comply with all applicable Association rules, which rules are located

at [http://www.Mastercard.com/us/merchant/how\\_works/merchant\\_rules.html](http://www.Mastercard.com/us/merchant/how_works/merchant_rules.html) and <https://usa.visa.com/support/small-business/regulations-fees.html#3>.

- **a. Deposit Transactions.** You agree to only accept payments through Braintree Services for transactions between you and your customer for the sale of goods or services. You shall not submit a transaction for the refinance or transfer of an existing obligation that was uncollectible. You acknowledge that for Visa, Mastercard and Discover payments, Braintree shall obtain an authorization for transaction amounts prior to completing the transaction. You shall not request or use a cardholder's account number for any purpose other than to support payment for your goods and services.
- **b. Split Transactions.** You agree to submit a single transaction for the full amount of each sale, except to the extent you and your customer agree on a partial shipment of a product, or where the transaction qualifies for delayed delivery or special order deposits (such as partial shipments based on inventory on hand), in which cases a sale may be split into multiple transactions.
- **c. Minimum or Maximum/Surcharges; Taxes.** You agree that you shall not set minimum or maximum transaction amounts or impose surcharges as a condition of honoring Visa, Mastercard and Discover cards. You may not add tax to any transaction unless so permitted by applicable law, and in such case, only if included in the transaction amount and not collected separately.
- **d. Visa, Mastercard and Discover Marks.** You shall use the Visa, Mastercard and Discover logos or marks on your promotional materials and website to indicate that Visa, Mastercard and Discover cards are accepted both as funding sources for Braintree transactions as a direct method of payment.
- **e. Cash Disbursements; Scripts.** You agree that if you sell travelers cheques or foreign currency that transactions shall be limited to the value of cheques, Visa TravelMoney, or currency sold in a single transaction, plus any applicable commissions. Further you agree that you shall not accept a credit card payment for the purchase of a Scrip (a two-part paper receipt that is redeemable by you for goods, services, or cash).
- **f. Discrimination.** You agree that you shall not engage in any acceptance practice that discriminates against or discourages the use of Visa, Mastercard or Discover in favor of any other card brand.
- **g. Access to Cardholder Data and Card Data Security.** You agree that at all times you shall be compliant with the Payment Card Industry Data Security Standards (PCIDSS) and that you shall certify such compliance in accordance with Association rules, or when asked by Braintree to do so. You also agree that you will use only PCI compliant service providers in connection with the storage, or transmission of Cardholder Data (defined as a cardholder's account number, expiration date, and CVV2). You must not store CVV2 data at any time. When you receive Cardholder Data in connection with the Braintree Services, you

agree that you will not (i) use the Cardholder Data for any purpose other than to support payment for your goods and services, (ii) use the Cardholder Data for any purpose that you know or should know to be fraudulent or in violation of any Association rules, (iii) sell, purchase, provide or exchange in any manner or disclose Cardholder Data to anyone other than your acquirer (in this case Wells Fargo Bank, N.A.), Visa, Mastercard or Discover (as applicable) or in response to a government request.

- **h. Braintree Customer Identification.** You agree to prominently and unequivocally inform your customers of your identity at all points of interaction. You must include the address of your permanent establishment on your Web site.
- **i. Chargebacks.** You shall use all reasonable methods to resolve disputes with your customers. Should a chargeback dispute occur, you shall promptly comply with all requests for information from Braintree. You shall not attempt to recharge a customer for an item that has been charged back, unless the customer has authorized such actions.
- **j. Your Refund Policy must be on Your Website.** If you limit refund/exchange terms or other specific conditions for sales, your policy must be clearly provided to your customers prior to the sale, as part of the sale confirmation process. Proper disclosure would include wording that is prominently displayed and states “NO REFUND, EXCHANGE ONLY” or something substantially similar and includes any special terms. NOTE: Qualifying your refund or exchange terms does not completely eliminate your liability for a refund because consumer protection laws and Association rules frequently allow the cardholder to still dispute these items.
- **k. Compliance with Law; Privacy Policy Display.** You will not access and/or utilize the Braintree Services for illegal purposes and will not interfere or disrupt networks connected with the Braintree Services. You agree to display your consumer privacy policy on your website as well as your security method for transmission of payment data.
- **l. Limited Acceptance.** Pursuant to the Association Rules, you understand that you are allowed to limit your acceptance to either (i) only accept Non-PIN Debit transactions; or (ii) only accept Credit Card transactions; however, by using Braintree Services you are electing full acceptance.

**3. Payment Instructions:** You authorize and instruct us to allow Braintree to direct all amounts due to you for credit or debit card processing through Wells Fargo. Braintree will serve as your agent for purposes of directing your proceeds from credit and debit card funded processing services.

**4. Term and Termination.** This CEA is effective upon the date you signed the PSA or otherwise agreed to this CEA (by “click-through” or otherwise), and continues so long as you use the Service. This CEA will terminate automatically upon any termination or expiration of your Braintree Payment Services Agreement, or equivalent, provided that those terms which by their nature are intended to survive termination (including indemnification obligations and limitations of liability) shall survive. This CEA may be

terminated by Wells Fargo at any time based on (i) a breach of any of your obligations under this CEA, the Braintree Payment Services Agreement, or equivalent, or any other agreement related to this relationship, or (ii) the termination of the payment processing relationship between Braintree and Wells Fargo.

**5. Indemnification.** You agree to indemnify and hold Wells Fargo harmless from and against all losses, liabilities, damages and expense resulting from and/or arising out of: (a) any breach of any warranty, covenant or agreement or any misrepresentation by you under this Agreement; (b) your or your employees' negligence or willful misconduct, in connection with card-funded Braintree transactions or otherwise arising from your provision of goods and services to customers paying for such goods or services through the Braintree Service; (c) arising out of any third party indemnifications Wells Fargo is obligated to make as a result of Braintree Customer's actions (including indemnification of any Association or card issuing bank).

**6. Warranty Disclaimer.** This CEA is a service agreement. Wells Fargo disclaims all representations or warranties, express or implied, made to you or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this CEA to the extent permitted by law.

**7. Limitation of Liability.** Notwithstanding anything in this CEA to the contrary, in no event shall the parties hereunder, or their affiliates or any of their respective directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. Notwithstanding anything in this CEA to the contrary, in no event shall Wells Fargo be liable or responsible for any delays or errors in our performance of the services caused by our service providers or other parties or events outside of our reasonable control, including Braintree. Notwithstanding anything in this CEA to the contrary, the parties' cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including those arising out of or related to this CEA) and regardless of the form of action or legal theory and whether or not arising in contract or tort (excluding negligence and willful misconduct) shall not exceed the total volume of all transactions, expressed as a U.S. dollar amount, processed under this CEA. The foregoing sentence shall not exclude or limit any liability of any party for death or personal injury caused by negligence or fraud, deceit or fraudulent misrepresentation, howsoever caused.

**8. Governing Law; Arbitration.** Governing law with respect to this CEA shall be California, U.S. Any dispute with respect to this CEA between you and Wells Fargo, including a dispute as to the validity or existence of this CEA and/or this clause, shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Venue for any such arbitration shall be Santa Clara County, California.

**9. Assignment; Amendments.** This CEA may only be assigned in connection with a permitted assignment under the Braintree Payment Services Agreement, or equivalent. Wells Fargo may assign its rights under this CEA without your consent. This CEA may be amended by you only upon mutual written agreement. Wells Fargo may amend this CEA at any time via Braintree posting a revised version on the Braintree website(s). The revised version will be effective at the time Braintree posts it. In addition, if the revised version includes a substantial change, Wells Fargo will provide you with 30 days' prior notice of such change via Braintree posting a notice on the Braintree website(s). After this 30 day notice, you will be considered as having expressly consented to all changes to the CEA if you continue to use the Braintree Service. For the purpose of this CEA, a "substantial change" will be any change that involves a reduction to your rights or increases your responsibilities.

**10. Waiver.** The failure of a party to assert any of its rights under this CEA, including the right to terminate this CEA in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of this CEA in accordance with its terms.

**11. Relationship between the Parties.** No agency, partnership, joint venture or employment relationship is created between Braintree Customer and Wells Fargo by way of this CEA. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors. Neither party will bind, or attempt to bind, the other party to any contract or the performance of any obligation, and neither party will represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.

**12. Severability.** Whenever possible, each provision of this CEA will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this CEA.

**13. Association Disclosure; Member Bank Information:** Member, **Wells Fargo Bank, N.A.**, may be contacted by mail at: PO Box 6079, Concord, CA 94524; and by phone at (800) 451-5817.

Important Member Bank Responsibilities:

- a. Member, and not Braintree, is the entity approved to extend acceptance of Association products directly to you.
- b. Member must be a principal (signer) to this CEA.
- c. Member is responsible for educating you on pertinent Visa, Mastercard and Discover Rules with which you must comply; but this information may be provided to you by Braintree.

- d. Subject to Section 3 of this CEA, Member is responsible for and must provide settlement funds to you.
- e. Member is responsible for all settlement funds prior to funding you (or your agent).

#### Important Merchant Responsibilities:

- a. Ensure compliance with cardholder data security and storage requirements.
- b. Maintain fraud and chargebacks below Association thresholds.
- c. Review and understand the terms of this CEA.
- d. Comply with applicable Associations' rules.

## Chase Paymentech Submitter Merchant Payment Processing Instructions and Guidelines (US)

Paymentech, LLC ("Paymentech"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join **Braintree, a division of PayPal, Inc. ("Braintree")** (referred to herein as "Submitter") in providing state-of-the-art payment processing services. When your Customers pay you through Submitter, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa and Mastercard; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with all applicable Payment Brand Rules and Security Standards as they pertain to Transactions you submit through Submitter. You are also required to fill out an application with Paymentech. The application provides Paymentech with information about you, your Card acceptance history and practices, and your business.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you agree to comply with all applicable Payment Brand Rules and Security Standards, as they pertain to Transactions you submit for processing through Submitter. We understand and acknowledge that you have contracted with Submitter to obtain Card processing services on your behalf.

## 1. Card Acceptance Policies and Prohibitions.

You must:

- a. notify Paymentech (on the Application) of all of your Card acceptance methods (e.g. card-present, card-not-present, recurring transactions, etc.);
- b. accept all categories of Visa and Mastercard Cards, unless you have stated otherwise on your Application, and elected one of the following “limited acceptance” options: (i.) Visa and Mastercard **consumer credit (but not debit) cards** and Visa and Mastercard **commercial credit and debit cards only**; or (ii.) Visa and Mastercard **debit cards only**;
- c. honor all foreign bank-issued Visa or Mastercard Cards;
- d. publicly display appropriate signage to indicate all Cards accepted by you, including any limited acceptance categories;
- e. examine each Card (credit, debit, etc.) presented at the point of sale to ensure the Card is valid, has not expired and that the Customer’s signature on the Transaction Receipt corresponds to the authorized signature on the back of the Card;
- f. in situations where the Card is not physically presented to you at the point of sale (e.g. on-line, mail order, telephone order, pre-authorized, or recurring transactions), have appropriate procedures in place to ensure that each Transaction is made only to the Customer; and
- g. provide the Customer with a Transaction Receipt for each Transaction. All Transaction Receipts must conform to applicable law and Payment Brand Rules.

Except to the extent permitted by law or the Payment Brand Rules, you must not:

- h. engage in any practice that unfavorably discriminates against or provides unequal treatment of any Payment Brand relative to any other Payment Brand;
- i. set a dollar amount above or below which you refuse to honor otherwise valid Cards;
- j. issue a Refund in cash or a cash equivalent (e.g. checks) for any Transaction originally conducted using a Card;
- k. request or use a Card account number for any purpose other than to process a payment for goods or services sold; or
- l. add any tax or surcharge to a Transaction; if any tax or surcharge amount is permitted, such amount shall be included in the Transaction amount and shall not be collected separately.

You must not:

- m. require a Customer to complete a postcard or similar device that includes Card Information in plain view when mailed;
- n. require the Customer to pay the processing fees payable by you to Submitter or Paymentech;
- o. split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs;
- p. submit any Transaction that you know or should know to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, or

otherwise in violation of any provision of this Agreement, applicable law, or Payment Brand Rules; and

- q. accept Cards for the purchase of scrip.

You represent, warrant, and covenant that, to the best of your knowledge, each Transaction:

- r. represents payment for or Refund of a bona fide sale or lease of the goods, services, or both, which you has the legal right to sell and which is provided by you in the ordinary course of your business;
- s. is not submitted on behalf of a third party;
- t. represents a current obligation of the Customer to you solely for the amount of the Transaction;
- u. does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;
- v. represents goods that have been provided or shipped, or services that have actually been rendered, to the Customer;
- w. is free from any material alteration not authorized by the Customer;
- x. or the amount thereof, is not subject to any dispute, setoff, or counterclaim; and
- y. if such Transaction represents a credit to a Customer's Card, is a Refund for a Transaction previously submitted to Paymentech; and

## **2. Chargebacks .**

You are liable for all Chargebacks. Some of the most common reasons for Chargebacks include:

- a. you fails to issue a Refund to a Customer after the Customer returns or does not receive goods or services;
- b. you did not obtain an authorization/approval code;
- c. the Transaction was prepared incorrectly or fraudulently;
- d. Paymentech did not receive your response to a Retrieval Request;
- e. the Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
- f. The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; and
- g. The Customer disputes making the Transaction and the Card was not physically presented at the time of the Transaction. In this case you acknowledge that if you do not have an electronic record or physical imprint of the Card, the Payment Brand Rules may not allow you to challenge the Chargeback.

## **3. Settlement and Funding.**



You authorize and instruct us to allow Braintree to direct all amounts due to you for credit or debit card processing through Paymentech. Braintree will serve as your agent for purposes of directing your proceeds from credit and debit card funded processing services.

## 4. Transactions; Card Information.

- a. By accepting Cards from your Customers, you acknowledge and understand the importance of protecting Transactions and Card Information and complying with the Payment Brand Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Card Information, and, to the extent you do have access to Transactions and Card Information, you must establish policies and procedures to protect such information in conformity with the Payment Brand Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Card Information, other than to (a) your agents and contractors for purpose of assisting you in completing a Transaction; (b) to the applicable Payment Brand; or (c) as specifically required by law. **You are permitted by the Payment Brand Rules to store only certain Transaction data and Card Information (currently limited to the Customer's name, Card account number, and expiration date) and are prohibited from storing additional Transaction data and Card Information, including, without limitation, any security code data, such as CVV2, CVC2, and PIN data, and any magnetic stripe track data. You shall store all media containing Transactions and Card Information in an unreadable format wherever it is stored and in an area limited to selected personnel on a "need to know" basis only. Prior to discarding any material containing Transactions or Card Information, you must render all Card account numbers unreadable.** If at any time you determine or suspect that Transactions or Card Information have been compromised, you must notify Paymentech immediately and assist in providing notification to **such parties as may be required by law or Payment Brand Rules, or as Paymentech otherwise reasonably deems necessary. You further agree to provide Paymentech, upon its request, with such tests, scans, and assessments of your compliance with the Payment Brand Rules and Security Standards as may from time to time be required by the Payment Brands.**
- b. You acknowledge that your failure to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any Transaction or Card Information, may result in assessments, fines and/or penalties by the Payment Brands. In the event Paymentech or Member incurs any damage, liability, fee, fine, assessment or penalty ("Loss") as a result of your breach or violation of the Payment Brand Rules or Security Standards, you shall reimburse Paymentech and Member, as applicable, immediately for all such Losses. Furthermore, if any Payment Brand requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is

completed, including, without limitation, the engagement of an examiner acceptable to the relevant Payment Brand. Notwithstanding the foregoing, the Payment Brands may directly, or demand that Paymentech, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

## 5. Definitions.

- a. **“Card”** is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Cards include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- b. **“Card Information”** is information related to a Customer or the Customer’s Card, that is obtained by you or Gov-Pay from the Customer’s Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer’s zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer’s name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card, whether printed thereon, or magnetically, electronically or otherwise stored thereon.
- c. **“Chargeback”** is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.
- d. **“Convenience Fee Transaction”** is a Transaction representing a charge to a Customer’s Card for the convenience of using the payment channel offered by Merchant through Submitter.
- e. **“Customer”** is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you.
- f. **“Data Compromise Event”** means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Card Information.
- g. **“Member”** is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brands. Your acceptance of Payment Brand products is extended by the Member.
- h. **“Payment Brand”** is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by Paymentech for processing, including, but not limited to, Visa, Inc., Mastercard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.
- i. **“Payment Brand Rules”** are the standards, bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

- j. **“Paymentech”**, **“we”**, **“our”**, and **“us”** is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.
- k. **“Refund”** means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- l. **“Security Standards”** are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Card Information, including but not limited to the Payment Card Industry Data Security Standards (“PCI DSS”), Visa’s Cardholder Information Security Program (“CISP”), Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, Mastercard’s Site Data Protection Program (“SDP”), Visa’s Payment Application Best Practices (“PABP”), the Payment Card Industry’s Payment Application Data Security Standard (“PA DSS”), Mastercard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- m. **“Transaction”** is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you, either directly or through Submitter. Transaction also means the written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Paymentech.
- n. **“Transaction Receipt”** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

By clicking the accept button, you acknowledge your receipt of these Payment Processing Instructions and Guidelines and agreement to comply therewith.

# Braintree Privacy Statement

United States

To read agreements for a different country or region, [change your location](#).

**Effective Date: December 27, 2019**

PayPal, Inc. (“PayPal,” “we,” “us,” or “our”) developed this Privacy Policy to explain how we may collect, Process, share, store, and transfer your Personal Data that you provide when you visit the Sites, access the Services and any other Site as a visitor or User (collectively “Braintree Services”). All collection, use, and disclosure of your business and Personal Data will be governed under this Privacy Policy. If you create an Account to use the Braintree Services or otherwise establish a Braintree Account, our collection, use, and disclosure of your customers’ Personal Data will be governed in all respects by the terms of the Payment Services Agreement you enter into with us.

If you have questions about our privacy practices that are not addressed in this Privacy Policy, please [contact us](#).

## **What Personal Data Do We Collect?**

The Braintree Sites are where you can learn more about Braintree Services and how to become a User, sign up for more information about our Braintree Services, or access your Account if you are a User. We may collect Personal Data about you when you visit or access the Braintree Sites, including the following:

**Personal Data You Provide to Us Voluntarily** – We collect information about you that you voluntarily provide to us when you: (i) contact us to learn more about Braintree, the Braintree Services, or other opportunities you indicate are of interest at the time; (ii) access or use the Braintree Service; or (iii) contact customer service. This information may include, for example, your name, mailing address, business name, and any other information that you choose to provide to us when you comment on materials on our Braintree Services, in order to contact you as a potential customer, or respond to a support request. This also includes technical data, such as IP addresses and device identifiers that are commonly generated in establishing a connection with the Braintree Services.

**Retention** – We collect and retain Personal Data submitted to the Braintree Services in an identifiable format for the amount of time necessary to meet your request or fulfill our legal or regulatory obligations, unless it is in our legitimate business interests and not prohibited by law to maintain the Personal Data for longer periods.

## **How Do We Process Personal Data?**

We may use information:

- For our legitimate interests, namely:
  - To operate the Braintree Services;
  - To contact and communicate with you when you reach out to us to ask us about our Braintree Services;
  - To manage everyday business needs;
  - To analyze or improve the Braintree Services or additional products or services; and
  - To protect the Braintree Services and the rights of Users and others to enforce the terms of the Braintree Services;
- To comply with our obligations, including to comply with all applicable laws and regulations; and
- To send you promotional materials from us or on behalf of our affiliates and business partners.

## **Sharing of Information**

We share information with:

- Other members of the PayPal corporate family such as our affiliated entities;
- Other companies that we have hired to provide services on our behalf;
- Other third parties where necessary for our business purposes or as required by law;
- Businesses and members of the public, when data is aggregated and does not personally identify you; and
- Otherwise with your consent.

## **International Transfers of Your Personal Data**

Our operations are supported by a network of computers, cloud-based servers, and other infrastructure and information technology, including, but not limited to, third-party service providers. We and our third-party service providers store and Process your Personal Data in the United States of America and elsewhere in the world. We will protect your information as described in this Privacy Policy if your Personal Data is transferred to other countries/regions. By using our Sites and Services, you consent to your Personal Data being transferred to other countries, including countries/regions that have different data protection rules than your country. Please contact us for more information about this.

## **Your Rights**

You may review limited Personal Data after logging in to your Account. If you need to edit or update your information, please contact us. If you do not have an Account or if you have questions about your Account information or other Personal Data, please contact us.

## **Cookies**

When you visit the Braintree Services, we and certain business partners and vendors may use cookies and other tracking technologies (collectively, “Cookies”) to recognize you and to otherwise customize your online experiences and other content and advertising; measure the effectiveness of promotions; and mitigate risk, prevent potential fraud, and promote trust and safety across the Braintree Services. Certain aspects and features of the Braintree Services are only available through the use of Cookies, so if you choose to disable or decline Cookies, your use of the Braintree Services may be limited or not possible.

## **Security**

We maintain technical, physical, and administrative security measures designed to provide reasonable protection for your information against loss, misuse, unauthorized access, disclosure, and alteration. The security measures include firewalls, data encryption, physical access controls to our data centers, and information access authorization controls.

## **Children’s Privacy**

The Braintree Services are intended for a general audience and are not directed at individuals under the age of majority. We do not knowingly collect information from children or other individuals who are not legally able to use the Braintree Services. If we obtain actual knowledge that we have collected information from a child, we will promptly delete it, unless we are legally obligated to retain such data. If you believe that we have mistakenly or unintentionally collected information from a child, please [contact us](#).

## **Changes**

We may change this Privacy Policy from time to time to reflect changes to our privacy practices for our Braintree Services. The revised Privacy Policy will be effective as of the published Effective Date.

If we make a material change to the Privacy Policy, we will notify you in advance by posting notice of the change on the Braintree Services before the change becomes effective. We also may notify you of the change using email or other means.

## **Contact**

If you have general questions about our Privacy Policy and practices or questions about your Personal Data, you may [contact us](#).

## **Definitions**

**Account** means Braintree account.

**Personal Data** means information that can be associated with an identified or identifiable person. “Personal Data” can include name, postal address (including billing and shipping addresses), telephone number, email address, financial account information, account number, and date of birth. Personal Data does not include information that does not identify a specific user.

**Process** describes any method or way that we handle Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, and consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data.

**Services** means all Braintree products, services, content, features, technologies, or functions (including integrations with third party services) offered by PayPal and all related sites, applications and services.

**Site** means the Braintree websites, mobile apps, official social media platforms, or other online properties through which PayPal offers the Services.

**User** means you or anyone else who has established a relationship with PayPal (for example, by opening an Account) or otherwise uses the Services or accesses the Sites.

## **California Consumer Privacy Act Notice**

In this notice, we are addressing specific disclosure requirements under the California Consumer Privacy Act of 2018 for California residents. This notice should be read together with Braintree’s Privacy Policy and applies to all California residents who visit our Sites or use the Services.

### **Personal Data Collection and Purposes of Use**

We collect, use and share personal data regarding California residents as described in this notice.

**We did not sell any consumers' personal data in the preceding 12 months.**

California residents may not be discriminated against because they exercise their rights.

In the preceding 12 months, we have collected the following categories of personal data from California residents:	We have collected such personal data from the following categories of sources:	We collected such personal data to use for the following purposes:	In the preceding 12 months, we shared personal data with the following categories of third parties:
a. Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers.	<ul style="list-style-type: none"> <li>from you when you use our Site and Services</li> <li>members of the PayPal corporate family</li> <li>credit Bureaus</li> <li>publicly available information</li> <li>service providers</li> </ul>	<ul style="list-style-type: none"> <li>provide the Braintree Services</li> <li>contact and communicate with you when you reach to us to ask us about our Braintree Services</li> <li>manage everyday business needs</li> <li>analyze or improve the Braintree Services or additional products or services</li> <li>protect the Braintree Services and the rights of Users and others to ensure the terms of the Braintree Services</li> <li>comply with our obligations, including to comply with all applicable laws and regulations</li> <li>send you promotional materials from us or on behalf of our affiliates and business partners</li> </ul>	<ul style="list-style-type: none"> <li>members of the PayPal corporate family</li> <li>service providers</li> <li>third parties where necessary for our business purposes or as required by law</li> <li>third parties with your consent</li> </ul>
b. Personal data listed in California Customer Records statute, which may include: name, signature, social security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or	<ul style="list-style-type: none"> <li>from you when you use our Site and Services</li> <li>members of the PayPal corporate family</li> <li>credit Bureaus</li> <li>publicly available information</li> <li>service providers</li> </ul>	<ul style="list-style-type: none"> <li>provide the Braintree Services</li> <li>contact and communicate with you when you reach to us to ask us about our Braintree Services</li> <li>manage everyday business needs</li> <li>analyze or improve the Braintree Services or additional products or services</li> </ul>	<ul style="list-style-type: none"> <li>members of the PayPal corporate family</li> <li>service providers</li> <li>third parties where necessary for our business purposes or as required by law</li> <li>third parties with your consent</li> </ul>



health insurance information.		<ul style="list-style-type: none"> <li>• protect the Braintree Services and the rights of Users and others to ensure the terms of the Braintree Services</li> <li>• comply with our obligations, including to comply with all applicable laws and regulations</li> <li>• send you promotional materials from us or on behalf of our affiliates and business partners</li> </ul>	
c. Personal data that is protected under California or federal law.	<ul style="list-style-type: none"> <li>• from you when you use our Site and Services</li> </ul>	<ul style="list-style-type: none"> <li>• provide the Braintree Services</li> <li>• contact and communicate with you when you reach to us to ask us about our Braintree Services</li> <li>• manage everyday business needs</li> <li>• protect the Braintree Services and the rights of Users and others to ensure the terms of the Braintree Services</li> <li>• comply with our obligations, including to comply with all applicable laws and regulations</li> </ul>	<ul style="list-style-type: none"> <li>• members of the PayPal corporate family</li> <li>• service providers</li> <li>• third parties where necessary for our business purposes or as required by law</li> <li>• third parties with your consent</li> </ul>
d. Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	<ul style="list-style-type: none"> <li>• from you when you use our Site and Services</li> </ul>	<ul style="list-style-type: none"> <li>• provide the Braintree Services</li> <li>• contact and communicate with you when you reach to us to ask us about our Braintree Services</li> <li>• manage everyday business needs</li> <li>• protect the Braintree Services and the rights of Users and others to ensure the</li> </ul>	<ul style="list-style-type: none"> <li>• members of the PayPal corporate family</li> <li>• service providers</li> <li>• third parties where necessary for our business purposes or as required by law</li> <li>• third parties with your consent</li> </ul>

		terms of the Braintree Services <ul style="list-style-type: none"> <li>• comply with our obligations, including to comply with all applicable laws and regulations</li> </ul>	
e. Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement.	<ul style="list-style-type: none"> <li>• from you when you use our Site and Services</li> </ul>	<ul style="list-style-type: none"> <li>• provide the Braintree Services</li> <li>• contact and communicate with you when you reach to us to ask us about our Braintree Services</li> <li>• manage everyday business needs</li> <li>• analyze or improve the Braintree Services or additional products or services</li> <li>• protect the Braintree Services and the rights of Users and others to ensure the terms of the Braintree Services</li> <li>• comply with our obligations, including to comply with all applicable laws and regulations</li> <li>• send you promotional materials from us or on behalf of our affiliates and business partners</li> </ul>	<ul style="list-style-type: none"> <li>• members of the PayPal corporate family</li> <li>• service providers</li> <li>• third parties where necessary for our business purposes or as required by law</li> <li>• third parties with your consent</li> </ul>
f. Audio, electronic, visual, thermal, olfactory, or similar information.	<ul style="list-style-type: none"> <li>• from you when you use our Site and Services</li> </ul>	<ul style="list-style-type: none"> <li>• provide the Braintree Services</li> <li>• contact and communicate with you when you reach to us to ask us about our Braintree Services</li> <li>• manage everyday business needs</li> <li>• analyze or improve the Braintree Services or</li> </ul>	<ul style="list-style-type: none"> <li>• members of the PayPal corporate family</li> <li>• service providers</li> <li>• third parties where necessary for our business purposes or as required by law</li> <li>• third parties with your consent</li> </ul>

		<p>additional products or services</p> <ul style="list-style-type: none"> <li>• protect the Braintree Services and the rights of Users and others to ensure the terms of the Braintree Services</li> <li>• comply with our obligations, including to comply with all applicable laws and regulations</li> </ul>	
g. Professional or employment-related information.	<ul style="list-style-type: none"> <li>• from you when you use our Site and Services</li> </ul>	<ul style="list-style-type: none"> <li>• provide the Braintree Services</li> <li>• contact and communicate with you when you reach to us to ask us about our Braintree Services</li> <li>• manage everyday business needs</li> <li>• protect the Braintree Services and the rights of Users and others to ensure the terms of the Braintree Services</li> <li>• comply with our obligations, including to comply with all applicable laws and regulations</li> </ul>	<ul style="list-style-type: none"> <li>• members of the PayPal corporate family</li> <li>• service providers</li> <li>• third parties where necessary for our business purposes or as required by law</li> <li>• third parties with your consent</li> </ul>
h. Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99).	<ul style="list-style-type: none"> <li>• from you when you use our Site and Services</li> <li>• credit Bureaus</li> </ul>	<ul style="list-style-type: none"> <li>• provide the Braintree Services</li> <li>• contact and communicate with you when you reach to us to ask us about our Braintree Services</li> <li>• manage everyday business needs</li> <li>• protect the Braintree Services and the rights of Users and others to ensure the terms of the Braintree Services</li> <li>• comply with our obligations,</li> </ul>	<ul style="list-style-type: none"> <li>• members of the PayPal corporate family</li> <li>• service providers</li> <li>• third parties where necessary for our business purposes or as required by law</li> <li>• third parties with your consent</li> </ul>

		including to comply with all applicable laws and regulations	
<p>i. Inferences drawn from any of the information identified in this subdivision to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.</p>	<ul style="list-style-type: none"> <li>from you when you use our Site and Services</li> </ul>	<ul style="list-style-type: none"> <li>provide the Braintree Services</li> <li>contact and communicate with you when you reach to us to ask us about our Braintree Services</li> <li>manage everyday business needs</li> <li>analyze or improve the Braintree Services or additional products or services</li> <li>protect the Braintree Services and the rights of Users and others to ensure the terms of the Braintree Services</li> <li>comply with our obligations, including to comply with all applicable laws and regulations</li> <li>send you promotional materials from us or on behalf of our affiliates and business partners</li> </ul>	<ul style="list-style-type: none"> <li>members of the PayPal corporate family</li> <li>service providers</li> <li>third parties where necessary for our business purposes or as required by law</li> <li>third parties with your consent</li> </ul>

# Acceptable Use Policy

United States

To read agreements for a different country or region, [change your location](#).

By accessing or using the payment processing services (the "Payment Services") provided by Braintree, a division of PayPal, Inc. ("Braintree," "us," "we"), you agree to comply with the terms and conditions of this Acceptable Use Policy.

## [1] Restricted Activities

You may not use the Payment Services in connection with any product, service, transaction or activity that involves:

- a. Violates any law or government regulation, or promotes or facilitates such by third parties;
- b. Violates any rule or regulation of Visa, Mastercard, American Express, Discover, JCB, Diners Club card, China UnionPay or any other electronic funds transfer network (each, a "Card Network");
- c. Is fraudulent, deceptive, unfair or predatory;
- d. Causes or threatens reputational damage to us or any Card Network;
- e. Involves any of the business categories listed in Section 2; or
- f. Results in or creates a significant risk of chargebacks, penalties, damages or other harm or liability.

## [2] Certain Business Categories

You may not use the Payment Services in connection with any product, service, transaction or activity that involves:

1. age restricted products or services
2. aggregation or factoring, whether licensed or unlicensed
3. airlines (exceptions apply if you get our prior written approval)
4. bail bonds
5. bankruptcy lawyers
6. bidding fee auctions
7. business or investment opportunity sales
8. chain letters
9. check cashing, wire transfers or money orders

10. collection agencies
11. counterfeit goods or any product or service that infringes upon the copyright, trademark or trade secrets of any third party
12. credit card and identity theft protection
13. credit counseling, repair or protection services, or mortgage consulting or reduction services
14. cruise lines
15. currency exchanges or dealers
16. decryption and descrambler products designed to circumvent intellectual property rights or protections, including mod chips
17. door-to-door sales
18. drug paraphernalia
19. embassies, foreign consulates or other foreign governments
20. essay mills
21. evading card association chargeback monitoring programs
22. extended warranties
23. real estate purchases with no money down
24. flea markets
25. fortune tellers
26. gambling (including but not limited to lotteries, Internet gaming, contests, sweepstakes, or offering of prizes as an inducement to purchase goods or services) (exceptions apply in some countries/regions and if you get our prior written approval)
27. "get rich quick" schemes
28. human hair, fake hair or hair-extensions
29. loan modifiers
30. mail-order brides
31. marijuana dispensaries and related businesses
32. membership subscriptions > 1 year (exceptions apply if you get our prior written approval)
33. money transmitters or money service businesses
34. multi-level marketing or pyramid schemes
35. negative response marketing
36. offering substantial rebates or special incentives to the cardholder subsequent to the original purchase
37. online or other non-face-to-face pharmacies or pharmacy referral services
38. online or other non-face-to-face tobacco or e-cigarette sales
39. personal computer technical support (exceptions apply if you get our prior written approval )
40. prepaid phone cards, phone services or cell phones
41. pseudo pharmaceuticals
42. products/services that promote hate, violence, harassment or abuse, if illegal
43. quasi-cash or stored value
44. securities brokers
45. sexually-oriented or pornographic products or services

46. sharing cardholder's data with another merchant for payment of up-sell or cross-sell products or services
47. shipping or forwarding brokers
48. social media activity sales (such as sales of Twitter followers, Facebook likes or Youtube views)
49. sports forecasting or odds making
50. prescription drugs, illegal drugs or substances designed to mimic illegal drugs
51. telecommunications equipment and telephone sales
52. telemarketing
53. timeshares
54. tour operators (exceptions apply if you get our prior written approval)
55. travel agencies or travel clubs (exceptions apply if you get our prior written approval)
56. virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world
57. weapons and munitions
58. entertainment venues including but not limited to nightclubs, bars
59. pre-payment services

## **[3] Actions by Braintree**

If, in our sole discretion, we believe that you may have engaged in any violation of this Acceptable Use Policy, we may (with or without notice to you) take such actions as we deem appropriate to mitigate risk to Braintree and any impacted third parties and to ensure compliance with this Acceptable Use Policy. Such actions may include, without limitation:

- a. Blocking the settlement or completion of one or more payments;
- b. Suspending, restricting or terminating your access to and use of the Payment Services;
- c. Terminating our business relationship with you, including termination without liability to Braintree of any payment service agreement between you and Braintree;
- d. Taking legal action against you;
- e. Contacting and disclosing information related to such violations to (i) persons who have purchased goods or services from you, (ii) any banks or Card Networks involved with your business or transactions, (iii) law enforcement or regulatory agencies, and (iv) other third parties that may have been impacted by such violations; or
- f. Assessing against you any fees, penalties, assessments or expenses (including reasonable attorneys' fees) that we may incur as a result of such violations, which you agree to pay promptly upon notice.

## **[4] Amendments**

This Acceptable Use Policy may be amended by Braintree at any time by posting a new version of it to our website. By accessing or using the Payment Services after a new version is posted, you agree to all amendments reflected therein.

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Last revised: November 8, 2017



# Electronic Communication Delivery Policy

Last Update: February 15, 2019

This policy describes how PayPal delivers communications to you electronically. We may amend this policy at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, we will provide you with 30 days' prior notice by posting notice of the change on the "Policy Updates" page of our website.

## Electronic delivery of communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your PayPal branded accounts ("Account") and your use of our services. Communications include:

- agreements and policies you agree to (e.g., the PayPal User Agreement and the PayPal Privacy Policy), including updates to these agreements or policies;
- annual disclosures, including prospectuses and reports for PayPal Funds;
- transaction receipts or confirmations;
- Account statements and history;
- federal and state tax statements we are required to make available to you; and
- any other Account, PayPal Funds account, or transaction information.

We will provide these Communications to you by posting them on the PayPal website and/or by emailing them to you at the primary email address listed in your PayPal profile.

## Hardware and software requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- a computer with an Internet connection;
- a current web browser that includes 128-bit encryption (e.g. Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;

- Adobe Acrobat Reader version 8.0 and above to open documents in .pdf format;
- a valid email address (your primary email address on file with PayPal); and
- sufficient storage space to save past Communications or an installed printer to print them.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Communications from PayPal. By giving your consent you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Communications for your records. You may print or save a copy of these Communications for your records as they may not be accessible online at a later date.

#### How to withdraw your consent

You may withdraw your consent to receive Communications electronically by writing to us at "Attn: Electronic Communications Delivery Policy, P.O. Box 45950, Omaha, NE 68145-0950", or by contacting us via the "Contact Us" link at the bottom of each page of the PayPal website. If you fail to provide or if you withdraw your consent to receive Communications electronically, PayPal reserves the right to either deny your application for an Account, restrict or deactivate your Account, close your Account and any sub-account (such as a Student Account), or charge you additional fees for paper copies.

After you consent to receive Communications electronically, you may withdraw your consent to receive IRS Form 1099-K electronically by contacting us as described above. You will continue to receive all your other Communications electronically, but we will send your Form 1099-Ks to you by U.S. mail.

#### Requesting paper copies of electronic Communications

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 days of the date we provided the Communication to you by contacting us as described above. We will send your paper copy to you by U.S. mail. In order for us to send you paper copies, you must have a current street address on file as your "Home" address in your PayPal profile. If you request paper copies, you understand and agree that PayPal may charge you

a Records Request Fee for each Communication. The Records Request Fee will not be charged if you request a Form 1099-K in paper form; for all other Communications, the Records Request Fee is set out in Section 8 of the User Agreement.

Updating your contact information

**It is your responsibility to keep your primary email address up to date so that PayPal can communicate with you electronically.** You understand and agree that if PayPal sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, PayPal will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add PayPal to your email address book so that you will be able to receive the Communications we send to you.

You can update your primary email address or street address at any time by logging into the PayPal website, going to "My Account", and selecting the "Profile" tab. If your email address becomes invalid such that electronic Communications sent to you by PayPal are returned, PayPal may deem your Account to be inactive, and you will not be able to transact any activity using your PayPal Account until we receive a valid, working primary email address from you.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1348, **Version:** 1

**Item #:** BE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Sheriff Hoss Mack; Chief Anthony Lowery; Major Steve Arthur; Connie Dudgeon, Sheriff's Finance Director

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG20-28 - Provision of Installation, Service and Operation of the Inmate Telephone and Video Visitation Services for the Baldwin County Sheriff's Office

### **STAFF RECOMMENDATION**

Award the bid to the bidder providing the highest total cost recovery rate percentage, **Global Tel\*Link Corporation**, as follows for the Inmate Telephone and Video Visitation Services and authorize the Chairman to execute all necessary documents contingent upon the County Attorney approval.

#### **Total Cost Recovery Rate Percentage to County**

##### **Option 1**

**88% Cost Recovery Rate for Inmate Phone Calls**

**\$150,000.00 One-time Signing Bonus**

**\$550,000.00 Minimum Annual Guarantee**

**50% Cost Recovery Rate for Inmate Video Visitation**

**Installation Time: Installation will be completed within 60 days after work begins**

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

04/21/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Installation, Service and Operation of the Inmate Telephone and Video Visitation Services for the Baldwin County Sheriff's Office; 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 Commission Chambers on June 9, 2020 at 2:00 p.m. four (4) bids were received. The bidder who bid the highest cost recovery rate to the County was Global Tel\*Link Corporation. They bid a cost recovery rate of 90% on Option 3 for Inmate Phone Calls, \$150,000.00 one-time signing bonus, \$550,000.00 Minimum Annual Guarantee in yearly cost

recovery revenue, 50% cost recovery rate for Inmate Video Visitation. Recommend the Commission award the bid to the most beneficial bidder, Global Tel\*Link Corporation. Bid Tabulation attached.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Revenue

**Budget line item(s) to be used:** Sheriff's Office

**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?**

All legal documents will be reviewed and approved by County Attorney before execution by Chairman.

**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:** 08/04/2020

**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 #WG20-28 BID TABULATION  
INMATE TELEPHONE & VIDEO VISITATION SERVICES

BIDDER: Inmate Calling Solutions, LLC d/b/a ICSolutions		Bid Bond: Yes
<b>PROPOSED RATES &amp; COMMISSION SCHEDULE</b>		
Inmate calling rate including mileage bands where applicable:		
Local		\$0.21 per minute
IntraLATA		\$0.21 per minute
InterLATA		\$0.21 per minute
Interstate		\$0.21 per minute
Provide your proposed Cost of Recovery offer to the County for the following call types. Include your proposed Cost of Recovery offer for prepaid calls.		
Local		85.5%
IntraLATA		85.5%
InterLATA		85.5%
Interstate		85.5%
Prepaid		85.5%
<b>Total Cost of Recovery Rate Percentage</b>		<b>85.5%</b>
		<b>plus \$100,000.00 Annual Technology Grant</b>
		<b>\$450,000.00 Minimum Annual Guarantee (MAG)</b>
		<b>\$112,500.00 in Advance Cost Recovery Payments paid each quarter</b>
Inmate Voicemail Rates	25%	
Remote Video Visitation Rates	50%	
<b>Exceptions:</b>	See Attached	
Installation Time: Not applicable, IC Solutions equipment is already installed so no installation time is required.		

BIDDER: Global Tel*Link Corportion			Bid Bond: Yes		
PROPOSED RATES & COMMISSION SCHEDULE					
Inmate calling rate including mileage bands where applicable:					
	Option 1	Option 2	Option 3	Option 4	
Local	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	
IntraLATA	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	
InterLATA	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	
Interstate	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	\$0.25 collect/\$0.21 prepaid	
Provide your proposed Cost of Recovery offer to the County for the following call types. Include your proposed Cost of Recovery offer for prepaid calls.					
Local	88%	93%	90%	95%	
IntraLATA	88%	93%	90%	95%	
InterLATA	88%	93%	90%	95%	
Interstate	88%	93%	90%	95%	
Prepaid	88%	93%	90%	95%	
Contract Minimum Guarantee (MAG)	\$550,000.00	N/A	\$550,000.00	N/A	
One-Time Signing Bonus	\$150,000.00	N/A	\$150,000.00	N/A	
Total Cost of Recovery Rate Percentage		Option 1- 88%; Option 2 - 93%; Option 3 - 90%; Option 4 - 95% plus \$150,000.00 one-time signing bonus and \$550,000.00 Minimum Annual Guarantee (MAG) included with Option 1 or Option 3			
Video Visitation Commission	50%	50%	50%	50%	
Exceptions:	See Attached				
Installation Time: Installation will be completed within 60 days after work begins					

BIDDER: NCIC Inmate Communications		Bid Bond: Yes
<b>PROPOSED RATES &amp; COMMISSION SCHEDULE</b>		
Inmate calling rate including mileage bands where applicable:		
Local	\$0.19 per minute	
IntraLATA	\$0.19 per minute	
InterLATA	\$0.19 per minute	
Interstate	\$0.19 per minute	
Provide your proposed Cost of Recovery offer to the County for the following call types. Include your proposed Cost of Recovery offer for prepaid calls.		
Local	86.5%	
IntraLATA	86.5%	
InterLATA	86.5%	
Interstate	86.5%	
Prepaid	86.5%	
<b>Total Cost of Recovery Rate Percentage</b>		<b>86.5%</b>
<b>Option 2:</b> NCIC is offering rates of \$0.19/minute for all calls within US, but they are offering a Cost Recovery Rate of 97%. Under this option, there would be a \$3.00 Transaction Fee on all calls (not commissionable to Baldwin County).		
NCIC is not proposing to charge Baldwin County or Sheriff's Office any fees or costs for Video Visitation Service. NCIC is proposing a per-minute rate of only \$0.25 for off-site (remote) Video Visitation making the system available <u>in increments of one-minute.</u>		
<b>Exceptions:</b> See Attached		
Installation Time: 60 days or less		

BIDDER: Securus Technologies, Inc.		Bid Bond: Yes	
<b>PROPOSED RATES &amp; COMMISSION SCHEDULE</b>			
Inmate calling rate including mileage bands where applicable:			
Local	\$0.21 per minute		
IntraLATA	\$0.21 per minute		
InterLATA	\$0.21 per minute		
Interstate	\$0.21 per minute		
Provide your proposed Cost of Recovery offer to the County for the following call types. Include your proposed Cost of Recovery offer for prepaid calls.			
Local	84.6%		
IntraLATA	84.6%		
InterLATA	84.6%		
Interstate	84.6%		
Prepaid	84.6%		
<b>Total Cost of Recovery Rate Percentage</b>		<b>84.6%</b>	
		<b>plus \$75,000.00 Annual Technology Grant</b>	
		<b>\$400,000.00 Minimum Annual Guarantee (MAG)</b>	
		<b>\$475,000.00 total year 1 up front cash value for Prepaid Commission &amp; Technology Grant</b>	
<b>Video Visitation Services:</b>	20 minute Remote Visitation Call	\$5.95	
	40 minute Remote Visitation Call	\$10.95	
	Onsite Video Visitation	Free	
	Site Commission% on Inmate Video Calls	50%	
eMessaging (Secure Inmate eMail): Site Commission% on Stamp Revenue		50%	
Optional Features:	Guarded Exchange Call Video Monitoring	\$2.00 per call	
	Guarded Exchange Call Monitoring	\$0.02 per call	
	AllPaid (Cash Bail)	No Cost	
<b>Exceptions:</b> See Attached			
Installation Time: 60 days			

**COMPETITIVE BID #WG20-28**  
**EXCEPTIONS**

**Vendor: Inmate Calling Solutions, LLC d/b/a IC Solutions**

IC Solutions proposes only one partial exception (alternative solution) to the bid specifications:

Specifications reads: Section E.2.B - Enclosure shall be wall mounted using no more surface area than a standard Inmate "mini-phone measuring a height of 11.5" and width of 5".

\*IC Solutions proposes to keep in place the same model V17 inmate video stations that we already have in place today. These stations feature a 17" color monitor/touchscreen, and their overall dimensions are 18" by 18". Because this same model is already installed at the Baldwin County Corrections Center, the wall space is already allotted to accommodate these dimensions. Reducing the overall dimensions to meet this requirement would require unnecessarily reducing the monitor size, which would significantly diminish the inmate's user experience. Thus, IC Solutions proposes to provide video stations of the exact same model and size as those that are in place today.

**Vendor: Global Tel\*Link Corporation**

Global Tel\*Link send an email dated 7/10/2020 clarifying that they would be not be taking an exception to the bid specifications as originally stated in their bid response regarding General Liability and Workers Comp. They will be adding Baldwin County Commission as additional certificate holder on their policies.

**Vendor: NCIC Inmate Communications**

Visitation Management Software

NCIC takes exception to the bid specifications - Section E.3 - Subsection e.i) VVS must be successfully installed and functional in at least 25 facilities, with at least 5 installations being larger than 75 VVS stations and at least 2 installations being larger than 200 VVS stations.

NCIC takes exception to Section E.3 Subsection e.xxxi.1) VVS shall allow the facility to display visitor check-in status.

NCIC takes exception E.3 Subsection e.xxxi.3) VVS shall allow the facility to hide assigned visitor station(s) number until the visitor has checked in.

NCIC takes exception E.3 Subsection e.xxxii.1) VVS shall allow the facility to determine if the visitor is required to check-in for a video visit to start.

NCIC takes exception E.3 Subsection e.xxxii.3) VVS shall allow the facility to check in those visitors visiting over the Internet via video chat between the officer and the visitor(s).

NCIC takes exception E.3 Subsection e.xxxiii) VVS shall automatically attempt to reconnect stations if connectivity is lost.

NCIC takes exception E.3 Subsection e.xxxvi) VVS shall allow for facility staff to setup automated email notification of visits to notify staff, investigators, i.e. of visits for a particular inmate or visitor.

NCIC takes exception E.3 Subsection e.xxxviii.8) VVS shall incorporate an audit trail to track who has viewed and/or downloaded the recording file(s).

NCIC takes exception E.3 Subsection e.xlv.1-4) VVS shall provide visitor warrant check management settings to control facility warrant check policies.

- 1) Allow settings for how often warrant checks are required.
- 2) Ability to run reports to see which visitors are due for warrant checks and export the visitor information for use in 3<sup>rd</sup> party warrant check systems.
- 3) Ability to import warrant check results allowing system users, investigators, etc. access to see when the last warrant check was run and what the results were.
- 4) Ability to run reports to see any visitors with outstanding warrants. Report options to include visitation date ranges as well as options to include all visitors or only those visitors with upcoming scheduled visits.

NCIC takes exception E.3 Subsection f.iii) Vendor must provide support services directly to visitors through integrated live chat functionality built into the visitor registration, scheduling and remote/internet video visitation website. Visitor support to also include phone and email support services.

NCIC takes exception E.3 Subsection e.xxx.9) Professional visitors will have the additional option of selecting the visitor station and stations characteristics. (i.e. have a video visit from their desk or conference room, contact visit, private room, etc.)





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1313, **Version:** 1

**Item #:** BE2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG20-38 - Provision of Pressure Washing Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the bid for the Provision of Pressure Washing Services for the Baldwin County Commission to the lowest bidder meeting all of the bid specifications, **Creek Clean, LLC**, as per the attached Award Listing and authorize the Chairman to execute the Contract. The Contract shall be effective immediately upon the same date as its full execution for a period of twelve (12) months.

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

06/16/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Pressure Washing Services 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 July 8, 2020, at 1:30 P.M. Seven (7) bids were received. Recommend the Commission award the bid for the Provision of Pressure Washing Services for the Baldwin County Commission to the lowest bidder meeting all of the bid specifications, Creek Clean, LLC, as per the attached Award Listing. Bid Tabulation is attached for review.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

**Budget line item(s) to be used:** Various Department Budgets

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

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Standard County 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:** 08/04/2020

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

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

Letters to bidders

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

**COMPETITIVE BID #WG20-38 - Award Listing**

Provision of Pressure Washing Services

Effective 08/04/2020 through 08/04/2021

<b>BIDDER:</b>	<b>Creek Clean, LLC</b>
Hourly Labor Rate Bid: \$58.50 per crew	

**COMPETITIVE BID #WG20-38 - Bid Tabulation****Provision of Pressure Washing Services**

<b>BIDDER:</b>	<b>Creek Clean, LLC</b>
<b>Hourly Labor Rate Bid:</b>	\$58.50 per crew
<b>Exceptions:</b>	NONE

<b>BIDDER:</b>	<b>Contractor's Enterprises, Inc.</b>
<b>Hourly Labor Rate Bid:</b>	\$65.00 per crew
<b>Exceptions:</b>	NONE

<b>BIDDER:</b>	<b>Rodney Strickler DBA Deep South Exterior</b>
<b>Hourly Labor Rate Bid:</b>	\$139.75 per crew
<b>Exceptions:</b>	Additional charges will apply for the following: 1. Man-lift rental for multi-story buildings 2. Any rope rappelling work for multi-story buildings

<b>BIDDER:</b>	<b>Spanish Fort Painting &amp; Construction, LLC</b>
<b>Hourly Labor Rate Bid:</b>	\$34.00 per crew-member
<b>Exceptions:</b>	Hourly labor rate bid is per crew-member on the job  In the event that a man-lift is required for a project, either the vendor's expense for providing the man-lift shall be reimbursed by the County, or the man-lift shall be provided by the County for the vendor's use

<b>BIDDER:</b>	<b>Coast to Coast Coatings, Inc.</b>
<b>Hourly Labor Rate Bid:</b>	\$130.00 per two-person crew
<b>Exceptions:</b>	Hourly labor rate bid is for a two-person crew including a truck, trailer, pressure washing equipment, fuel and any needed cleaners  Bid is subject to a minimum call out of 8 hours including mobilization/demobilization time  Bid does not include any man-lifts or scissor lifts; all work to be accessible from ground level  Traffic control is not included in the hourly rate as it cannot be known what the requirements will be until the work is assigned

<b>BIDDER:</b>	<b>Tribond, LLC</b>
<b>Hourly Labor Rate Bid:</b>	See exceptions
<b>Exceptions:</b>	Ground work (side walks, curbs, etc.) and first floor = \$37.50 per crew-member per hour + \$105.25 per supervisor per hour Minimum of \$1,000.00  Second floor = \$48.50 per crew-member per hour + \$115.25 per supervisor per hour; minimum \$1,500.00  Third or fourth floor = \$59.75 per crew-member per hour + \$135.25 per supervisor per hour; minimum \$2,865.00  Fifth floor and up = \$125.18 per crew-member per hour + \$175.25 per supervisor per hour; minimum \$3,900.00  Did not submit proof of insurance with response as was required in the Bid Specifications

<b>BIDDER:</b>	<b>Ranger Environmental Services, LLC</b>
<b>Hourly Labor Rate Bid:</b>	\$85.00 per one-person crew
<b>Exceptions:</b>	Hourly labor rate bid is for a one-person crew, including a truck, pressure washing equipment, and supplies.  When ariel lifts are required, extra man power may be needed (safety, traffic control, operate pump when in the air, etc.) An additional charge of \$32.00 per additional crew-member per hour will apply.  Any rentals will be a daily rate at cost plus 20%

State of Alabama        )  
County of Baldwin     )

## **CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES**

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

### **WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, June 16, 2020, the COUNTY authorized staff to solicit bids for the Provision of Pressure Washing Services for the Baldwin County Commission; 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:              Creek Clean, LLC

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

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

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

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

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

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

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

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

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

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

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

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

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: Creek Clean, LLC  
777 Lynn McGhee Drive Apt #462  
Atmore, AL 36502  
ATTN: Alfredo Alvizo

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

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG20-38**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG20-38 named, Provision of Pressure Washing Services”.**

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

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

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

**XVII. General Responsibilities of the COUNTY.**

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

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



**XVIII. Termination of Services.** The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be 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 full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This

allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

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

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required

hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

\_\_\_\_\_  
BILLIE JO UNDERWOOD/     Date  
Chairman

\_\_\_\_\_  
WAYNE DYESS/     Date  
County Administrator

State of Alabama)

County of Baldwin)

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

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

*Creek Clean, LLC*

\_\_\_\_\_/\_\_\_\_

By \_\_\_\_\_/ Date

Its \_\_\_\_\_

State of Alabama)

County of \_\_\_\_\_)

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires

ATTACHMENT A

**BID #WG20-38 RESPONSE FORM**  
**Provision of Pressure Washing Services**  
Page 1 of 1

Date: 7-6-2020

Out of State        or X If yes,         
Yes No Registration Number

Company Name: Creek Clean, LLC

Address: 777 Lynn McGhee Dr.  
#462

Atmore, AL 36502

Company Rep. Alfredo Alvizo  
(Rep. Name Typed or Printed)

Position: Vice-President

Email address: alfredo@creekclean.com

Phone: 251-774-2024

Fax: N/A

Financing through another agency beside yourself        or X  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature

**Amount Bid:**

Bid Prices shall be an all-inclusive hourly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

**HOURLY LABOR RATE**

\$ 58.50 /Hour



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1326, **Version:** 1

**Item #:** BE3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG20-39 - Purchase and Installation of One (1) New 300 kW Generator and One (1) New 400 AMP Automatic Transfer Switch for the Baldwin County Revenue Commission Building Located in Bay Minette, Alabama

### **STAFF RECOMMENDATION**

Make Addendum No. 1, which includes one (1) change and provides a drawing for added clarification to the bid specifications for the Purchase and Installation of One (1) New 300 kW Generator and One (1) New 400 AMP Automatic Transfer Switch for the Baldwin County Revenue Commission Building Located in Bay Minette, Alabama, part of the August 4, 2020, official record of the Baldwin County Commission.

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

07/07/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Purchase and Installation of One (1) New 300 kW Generator and One (1) New 400 AMP Automatic Transfer Switch for the Baldwin County Revenue Commission Building located in Bay Minette, Alabama; 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:** The attached Addendum No. 1 for Competitive Bid #WG20-39 - Purchase and Installation of One (1) New 300 kW Generator and One (1) New 400 AMP Automatic Transfer Switch for the Baldwin County Revenue Commission Building Located in Bay Minette, Alabama is for one (1) change and provides a drawing for added clarification which was identified by maintenance staff on July 15, 2020. The Commission approved at their regularly held meeting on July 7, 2020, for the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised and to bring the approved addendum to the next meeting following the date of the addendum to become part of the official record of the Baldwin County Commission. The Chairman approved Addendum No. 1 on July

16, 2020.

**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:** 08/04/2020

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

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

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

**ADDENDUM #1**

**COMPETITIVE BID #WG20-39 – Purchase and Installation of One (1) New 300 kW Generator and One (1) New 400 AMP Automatic Transfer Switch for the Baldwin County Revenue Commission Building located in Bay Minette, Alabama**

This addendum consists of following change:

**Bid Specification**  
**Should Read:**

Remove feed from Alabama Power Company Transformer to 300 AMP main breaker located in electrical room, return all wire back to owner. Approximately 100 ft.

New feed to 300 AMP panel, will be from 400 AMP main breaker which has existing double lugs. This 400 AMP panel is in the electrical room next to 300 AMP panel.

See attached drawing

Done this 16<sup>th</sup> day of July, 2020.



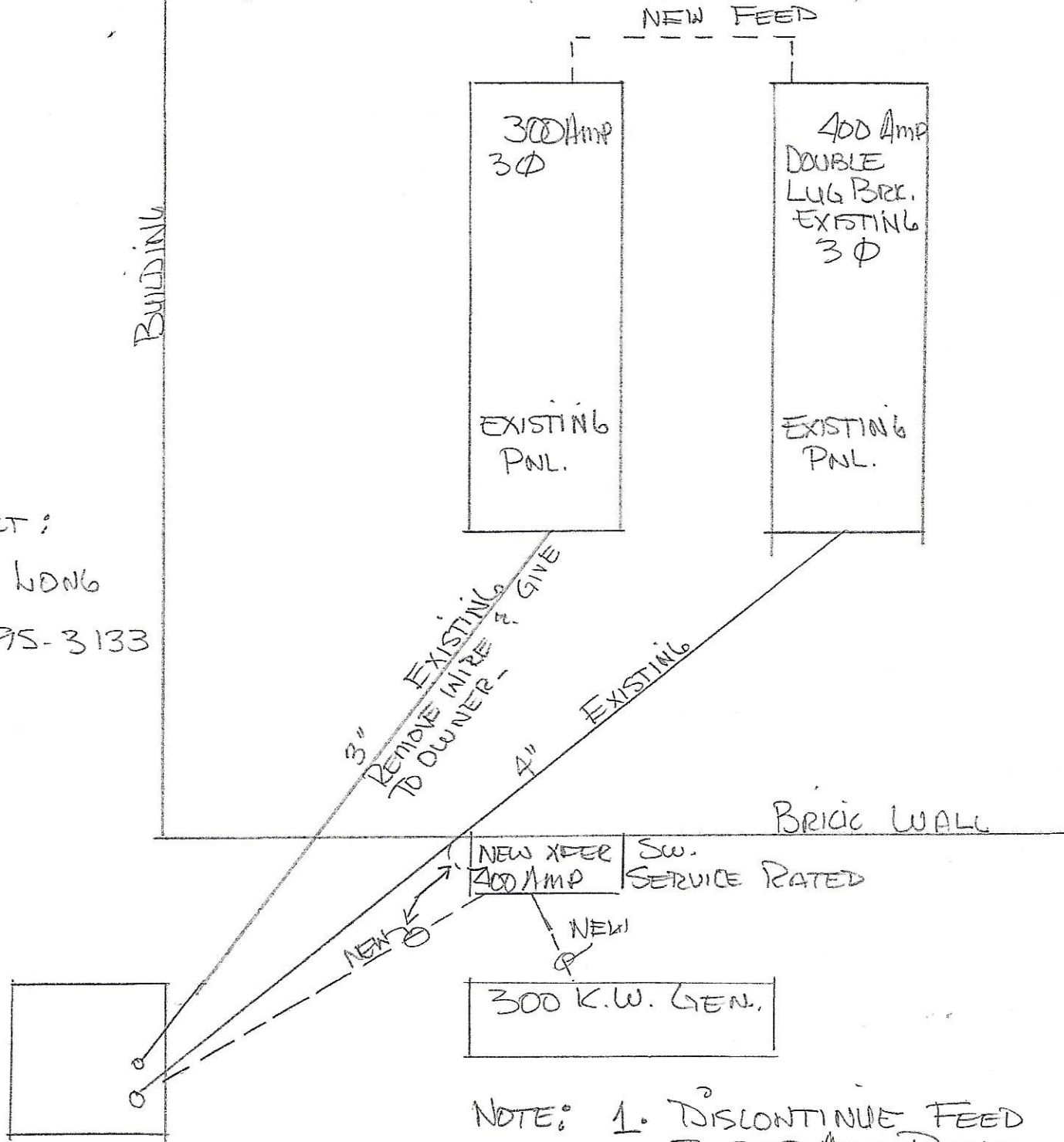
BILLIE JO UNDERWOOD, Chairman  
Baldwin County Commission



# ADDENDUM # 1

ELECTRICAL FOR 300 K.W. GENERATOR  
REVENUE Bldg. BAY MINETTE, AL.

CONTACT :  
JUNNIS LONG  
251-295-3133



NOTE: 1. DISCONTINUE FEED  
TO 300 Amp PANEL.  
2. FEED 300 Amp PANEL  
FROM 400 Amp BREAKER  
THAT IS EXISTING



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1331, **Version:** 1

**Item #:** BE4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Sheriff Hoss Mack; Chief Anthony Lowery

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Amendment to the Contract for Architectural Services for a New Female Housing Addition to the Baldwin County Corrections Center and Renovations to the Existing Corrections Facility

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the attached Amendment to the AIA Contract for the architectural services with **PH & J Architects, Inc.**, to add the Renovations of the old City of Bay Minette Municipal Building purchased from the City of Bay Minette for the New Baldwin County Sheriff's Office in the amount of **6.5%** of the construction cost; and
- 2) Include the demolition and removal of the existing water tank located on the jail site for architectural services in the amount **7.2%** of the demolition cost and authorize the Chairman to execute the Amendment.

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

01/21/2020 meeting: Approved the attached AIA Contract for the architectural services with PH & J Architects, Inc., for the construction of a new female housing addition and renovations to the Baldwin County Corrections Center in the amount of 6.9% of the construction cost for the new female facility and 7.2% of the construction cost on all renovation work at the existing Corrections facility plus normal reimbursable expenses and authorized the Chairman to execute the Contract.

**Background:** PH & J Architects, Inc., has submitted an Amendment to their original AIA Contract that was executed by the Commission on January 21, 2020 for the architectural services for the new female housing addition and the renovation work at the existing Corrections facility plus normal reimbursable expenses. The Amendment to the original Contract is adding the renovations of the old City of Bay Minette Municipal Building purchased from the City of Bay Minette for the new Baldwin County Sheriff's Office project. The A/E Fee for the work associated with the renovations for the Municipal Building for the Sheriff's Office will be at the rate of 6.5% of the construction cost. This

Amendment includes the demolition and removal of the existing water tank located on the jail site to make way for the new additions at 7.2% of the demolition cost.

The Architect's fee paid in the amount of \$13,500.00 for the Schematic and Preliminary Design work for the new female facility will be credited to the renovation of the City of Bay Minette Municipal Building project.

The construction cost estimate and architectural services plus/minus is \$2,902,458.00 which includes Construction Testing, Topographic and Geotechnical Survey for the renovations of the old City Municipal Complex plus \$214,400.00 for demolition of the existing water tank located on the Jail property.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** estimated \$165,438.00 renovations of old City Municipal Complex & \$14,400.00 Water Tank Demolition

**Budget line item(s) to be used:** 52200.5521 & 200.5500.

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

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
Yes

**Reviewed/approved by:** Brad Hicks, County Attorney

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 08/04/2020

**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 Architect

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





# AIA® Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
New Female Housing Addition to  
Baldwin Community Corrections  
200 Hand Avenue  
Bay Minette, AL 36507  
PH&J 1913GV

**AGREEMENT INFORMATION:**  
Date: January 21, 2020

**AMENDMENT INFORMATION:**  
Amendment Number: 001

Date: May 19, 2020

**OWNER:** *(name and address)*  
Baldwin County Commission  
257 Hand Avenue  
Bay Minette, AL 36507

**ARCHITECT:** *(name and address)*  
PH&J Architects, Inc.  
807 S. McDonough Street  
Montgomery, AL 36104

The Owner and Architect amend the Agreement as follows:

1. Modify: 1.1.1 The Owner's program for the Project: (Add the following to the original scope of work): The Renovation of the City of Bay Minette's Municipal Building purchased from the City of Bay Minette for the New Baldwin County Sheriff's Office. The A/E Fee for the work associated with the Renovation of the City of Bay Minette's Municipal Building for the New Baldwin County Sheriff's Office will be at the rate of 6.5%.
2. Include the demolition and removal of the existing water tank located on the jail site to make way for the new additions. The A/E Fee for the work associated with the demolition of the water tower will be at the rate of 7.2%.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Modify: 11.1 Compensation: Attachment A 12.11 - 11.1 (Replace/Add the following): Fee paid in the amount of \$13,500.00 for the Schematic and Preliminary Design work for the new Sheriff's Office (PH&J #1906GVB) will be credited to this project (PH&J #1913GV).

Schedule Adjustment:

### SIGNATURES:

PH&J Architects, Inc.

**ARCHITECT** *(Firm name)*

**SIGNATURE**

Patrick Addison,, Vice President

**PRINTED NAME AND TITLE**

2020-07-14

**DATE**

Baldwin County Commission

**OWNER** *(Firm name)*

**SIGNATURE**

Billie Jo Underwood,, Chairman

**PRINTED NAME AND TITLE**

**DATE**

# AIA® Document B101™ – 2017

## **Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the    day of    in the year 2019  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Baldwin County Commission  
257 Hand Avenue, Annex III  
Bay Minette, AL 36507

and the Architect:  
(Name, legal status, address and other information)

PH&J Architects, Inc.  
807 S. McDonough Street  
Montgomery, AL 36104

for the following Project:  
(Name, location and detailed description)

New Female Housing Addition to the Baldwin County Corrections Center  
200 Hand Avenue  
Bay Minette, AL 36507  
PH&J #1913GV

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Add a new multi-level housing tower for female inmate. The project will also include a new jail kitchen located on the first floor of the new addition and a new booking and intake addition. Renovation to the existing detention facility will include renovating the existing kitchen into an expanded laundry for the jail.

*(Paragraph Deleted)*

§ 1.1.2 The Project's physical characteristics:

*(Paragraph Deleted)*

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

To Be Determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Init.

The work budget for this project is Thirty Six Million (\$36,000,000.00) Dollars

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To Be Determined

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bidding by prequalified bidders in accordance with the States Bid Law, Title 39 and Code of Alabama Section 39-2-2(3)(g)

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

No anticipated Sustainable Objectives

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Russell Dinkins  
Building Maintenance Director  
Baldwin County Sheriff's Office

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Only local authorities anticipated

**§ 1.1.9** The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

Init.



.1 Geotechnical Engineer:

To be selected

.2 Civil Engineer:

Will be provided by the Architect under the Basic Services of the Architect  
JADE Consulting, LLC

Perry C. Jinright - REG #25748  
208 Greenboro Road North  
Fairhope, AL 36532

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

Land Surveyor for Topographic Survey - to be selected

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Architect will provide and assign Field Representation (on staff personnel) to the project once it has bid and a contract has been signed between the Owner and the successful bidding contractor

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Blackburn, Daniels & O'Barr  
Jack W. Daniels Jr., PE - REG #30036  
R. Mark O'Barr, PE - REG #22214  
8805 County Road 40 East / PO Box 100  
Lowndesboro, AL 36752

.2 Mechanical Engineer:

Zgouvas, Eiring & Associates  
Jay Eiring, PE - REG #23369  
800 S. McDonough Street  
Montgomery, AL 36104

.3 Electrical Engineer:

Gunn & Associates, PC  
J. Barry Gravlee, PE - REG #20431

Kenny R. Gunn, PE - REG #26988  
3102 Hwy 14  
Millbrook, AL 36054

§ 1.1.11.2 Consultants retained under Supplemental Services:

Elevator - Vertival Transport Consultants: Dieter Consulting Services, Inc. 3440 misty View Dr. Spring Hill, FL 34609

Food Services and Laundry Consultant: Camachio Associates, Inc. 202 1/2 E. Broad St. Suite A, Eufaula, AL 36027

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00 ) for each occurrence and two million (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

Init.



§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00 ) each accident, one million (\$ 1,000,000.00 ) each employee, and one million (\$ 1,000,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000.00 ) per claim and three million (\$ 3,000,000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.



§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### **§ 3.4 Construction Documents Phase Services**

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### **§ 3.5 Procurement Phase Services**

##### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### **§ 3.5.2 Competitive Bidding**

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

##### **§ 3.5.3 Negotiated Proposals**

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;



- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The



Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable

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promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

See Attachment A, Where Applicable

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
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§ 4.1.1.1	Programming	Architect to assist Owner in Development
§ 4.1.1.2	Multiple preliminary designs	
§ 4.1.1.3	Measured drawings	
§ 4.1.1.4	Existing facilities surveys	
§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

See Attachment A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

See Attachment A

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional

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Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One Hundred Forty ( 140 ) visits to the site by the Architect during construction (typical 4 visits per month x project duration)
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within forty eight ( 48 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the



Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.



§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

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[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

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expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None (\$0.00)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

1/4% of the cost of work

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

Init.



§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

*(Insert amount)*

.2 Percentage Basis

*(Insert percentage value)*

The Architects Basic Services for this project will be at 6.9% of the construction contract amount on all new work and 7.2% of the construction contract amount on all renovation work at the existing jail facility. ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

Init.

.3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Attachment A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

See Attachment A

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See Attachment A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

See Attachment A

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment A

Employee or Category

Rate (\$0.00)

Init.



## § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ( \$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero ( \$ 0.00 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

6 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

See Attachment A

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

See Attachment A

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Attachment A - Modifications to AIA B101-2017  
PH&J Immigration Compliance  
PH&J Insurance

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Patrick T. Addison, Vice President REG #4564

\_\_\_\_\_  
(Printed name, title, and license number, if required)

**MODIFICATIONS TO OA/AIA B101 – 2017 EDITION**  
**2019**

12.1 Add to (or modify) Article 1, **INITIAL INFORMATION**, as follows:

1.3 (Modify) Digital Protocol (delete the second sentence in its entirety and insert the following): Email and FTP sites shall be an acceptable means of communication throughout the project. Text messages will not be considered an acceptable means of communication.

Drawings and specifications shall be transmitted in .PDF format. AutoCAD (.DWG), Excel (.XLSX), Word (.DOCX), etc. files that are used to create the drawings and specifications will remain the property of the Architect and will not be available.

Record drawings shall be transmitted in .PDF format.

Submittals shall be transmitted in .PDF format.

The site survey shall be transmitted to the Architect in .DWG format.

Architectural base plans sans border, title, seal, and extraneous information will be available to the contractor's subcontractors to help them in their preparation of submittals.

It is not anticipated that a building information model will be created for this project. If this should become a requirement, the contract shall be amended, the project schedule shall be adjusted, and the Architect's fee shall be adjusted.

1.3.1 (Delete) Building Model Information: Delete this paragraph in its entirety.

12.2 Add to (or modify) Article 2, **ARCHITECT'S RESPONSIBILITIES**, as follows:

2.5 (Modify) Insurance Until Termination: Delete the following sentence "If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9."

2.5.1 (Modify) Commercial General Liability: Insert (\$1M) for each occurrence and (\$2M) in the aggregate...

2.5.2 (Modify) Automobile Liability: Insert (\$1M) per accident...

2.5.5 (Modify) Employers' Liability: Insert (\$1M) each accident, (\$1M) each employee, and (\$1M) policy limit.

2.5.6 (Modify) Professional Liability: Insert (\$1M) per claim and (\$3M) in the aggregate.

12.3 Add to (or modify) Article 3, **SCOPE OF ARCHITECT'S BASIC SERVICES**, as follows:

3.2.5.1 (Modify) Sustainable Design Alternatives: It is understood that the consideration of sustainable design alternatives is a part of the normal design effort and is not a study within itself. It is not quantified and does not necessarily take precedence over program function, aesthetics, budget, etc. which are all important considerations of design.

3.4.2 (Modify) Governmental Review: Design Requirements of Governmental Authorities will be incorporated into the construction documents only as they are available at the time of document publication.

3.4.3 (2) (Modify) Owner Contractor Agreement: Shall be *AIA Document A101-2017 Edition Standard Form of Agreement between Owner and Contractor* where the basis of payment is a stipulated sum.

3.4.3 (3) (Modify) General Conditions of the Contract for Construction: Shall be *AIA Document A201-2017 Edition* as referenced in 3.6.1.1.

3.5.1 (Modify) Construction Contract Delivery and Bidding and Negotiation Phase: The anticipated construction delivery process is a single lump sum construction contract, either negotiated or competitively bid. Should the Owner subsequently select another method, or if a Construction Manager, Program Manager or other Owner's agent is retained by the Owner, the Architect's fee shall be adjusted to accommodate the additional overhead. Consequently, an amendment to this contract will be prepared and signed.

Bid documents will be distributed to prospective bidders via website. All drawings, specifications, and addenda will be available for viewing on this website by bidders at no cost. Paper copies will be available to bidders at a cost to the bidders for printing, shipping and handling.

3.5.2.3 (Modify) Bid Documents Substitutions: In the first sentence, delete the following words, "as an Additional Service".

3.6.1.2 (Modify) Construction Phase Services: In the last sentence, after the word "contractor" and before the word "or", add "or owner".

3.6.1.2 (Modify) Temporary Supports: Also, the Architect shall have no responsibility for temporary supports used by the contractor for the construction process.

3.6.1.3 (Modify) Construction Phase Services: Append to the end of the last sentence "or if earlier, 60 days after the date of substantial completion of the work".

3.6.1.4 (Add) Construction Phase Services: The Architect shall provide to the Contractor one copy of construction documents in .PDF format from which the contractor shall reproduce (at his cost) all paper or electronic copies necessary to meet contract requirements and to facilitate construction. This requirement will include any sets (paper or electronic format) legally required for permitting.

3.6.3.1 (Add) Certificate for Payment: As used herein, the word 'certify' shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

3.6.5.1 (Modify) Substitutions: The Architect will have authority to evaluate and approve substitutions made by the contractor pursuant to procedures set forth in specification Section 0160.

3.6.6.2 (Modify) Architect's Inspections: The Architect's inspections shall be conducted with the Owner to such an extent that the Owner is available to participate in the inspection.

12.4 Add to (or modify) Article 4, **SUPPLEMENTAL AND ADDITIONAL SERVICES**, as follows:

4.1.1.1 (Modify) Programming: It is the Owner's responsibility to provide the program to the Architect, but the Architect may assist in the effort.

4.1.1.3 (Modify) Measured Drawings: The creation of measured drawings associated with projects involving substantial renovation or alterations of existing facilities will be the responsibility of the Architect.

4.1.1.8 (Modify) Civil Engineering: Civil Engineering will be the responsibility of the Architect. This service will be included in the Basic Fee.

4.1.1.10 Architectural Interior Design: Design and selection of finishes and colors will be the responsibility of the Architect with assistance from the Owner. This service will be included in the Basic Fee.

4.1.1.13 (Add) Clerk-of-the-Works: If a Clerk-of-the-Works is to be utilized on the project during the Construction phase, he will be employed directly by the Owner and will function under the Owner's direction and control as "Owner's Representative". All communication between such clerk and the Contractor will be issued through the Architect. The clerk's authority and duties will be communicated in writing to the Architect prior to his employment or assignment.

While such a clerk may assist the Architect in his administration of the contract, neither his employment, nor any act or undertaking on his part, shall create or extend any responsibility or obligation on behalf of the Architect for safety precautions and programs in connection with the Work, or for failure of the Contractor to carry out the work properly.



4.1.1.14 (Modify) Conformance Drawings: If required by the Owner, the Architect will incorporate into the construction documents addenda and changes subsequent to bidding. These construction documents will be used by the contractor as a convenience for construction of the work.

4.1.1.16 (Modify) Record Drawings: The duty to keep and prepare record drawings will be given to the Contractor via construction contract provisions.

4.1.1.21 (Modify) Telecommunications/Data Design: Design of the Data/Comm wiring distribution that is built into the building will be the responsibility of the Architect with assistance from the Owner and their IT personnel. This service will be included in the Basic Fee.

4.1.2 (Modify) Description of Supplemental Services: Occurs under 4.1.1

4.2.1.5 (Delete) Delete this item.

4.2.1.6 (Delete) Delete this item.

4.2.1.7 (Delete) Delete this item.

4.2.1.8 (Delete) Delete this item.

4.2.1.12 (Add) Default of the Contractor: Services necessitated by the default of the contractor.

4.2.2.1 (Delete) Delete this item.

4.2.2.2 (Add) Payment under this item if requested by the Architect is subject to the extent the Owner can recover the expenditure from the Contractor.

4.2.2.3 (Delete) Delete this item.

4.2.5 (Modify) Overall Services: The consideration of the overall services shall not negate the requirements identified in 4.2.3 and 4.2.4 construction phase services.

12.5 Add to (or Modify) the following to Article 5, **OWNER'S RESPONSIBILITIES**, as follows:

5.13 (Modify) Contract for Construction/Agreement Between Owner and Contractor: Shall be *AIA Document A101-2017 Edition Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum*. The accompanying General Conditions to this contract shall be *AIA Document A201-2017 Edition General Conditions of the Contract for Construction*.

5.16 (Add) Selection of Owner's Consultants: Any recommendation or other participation by the Architect in the selection or employment by the Owner of a soil engineering consultant, testing laboratory, insurance consultant, hazardous material consultant, or engineer who prepares surveys and topographic maps, shall not act to make the Architect responsible for the performance of these individuals or entities.

5.17 (Add) Rezoning and Replatting: The Owner shall also be responsible for any necessary rezoning and replatting.

5.18 (Add) Insurance Counsel: The Owner agrees that he is responsible for the insurance provisions in the final construction documents, and that any draft prepared by the Architect shall constitute only a convenient starting point for the final development of those provisions by the Owner's insurance adviser.

12.6 Add to (or Modify) Article 6, **COST OF THE WORK**, as follows:

6.1 (Modify) Sales Tax: If Sales Tax Savings Program is implemented by the Owner, the Construction cost employed to compute the Architect's fee shall include the amount of any sales or use tax that would have been applicable had the job been bid in the private sector.

6.1 (Modify) Contingencies and Allowances: Contingencies are monies held by the Owner for unforeseen conditions that may occur during construction. Allowances are monies included in the construction contract that the Owner directs to be expended during construction. Both contingency and allowance monies will be included as part of the Cost of the Work to the extent that they are paid for construction efforts, associated equipment, systems, etc., and the Architect has performed services to incorporate these items.

12.7 Add to (or Modify) the following to Article 7, **COPYRIGHTS AND LICENSES**, as follows:

7.3.1 (Delete) Delete the following sentence, "The Owner, to the extent permitted by law, further indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by a third party or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

12.8 Add to (or Modify) Article 8, **CLAIMS AND DISPUTES**, as follows:

8.1.2 (Modify) Replace this item and replace with the following statement, "The Owner and Architect, as appropriate, shall require of the Contractor, their agents, and the employees of any of them, similar waivers in favor of the other parties enumerated herein.

8.1.2 (Delete and Replace) Delete the original items and replace with the following statement: The Owner and Architect, as appropriate shall require a waiver of all rights by the Contractor, his sub-contractors, consultants, the agents and employees of any of them against claims for damages against the Owner and/or Architect to the extent that such damages are covered by property insurance, except such rights as they may have set forth under AIA Document A201-2017 – General Conditions of the contract for construction.

8.1.3 (Delete) Delete the following words: “except as specially provided in Section 9.7”

8.1.4 (Add) Subrogation: To the fullest extent allowed by applicable laws, rules and regulations, the Owner further agrees that he will require in the Construction Documents provisions which will protect both the Architect and Owner from subrogation by the Contractor’s insurers of workmen compensation, builder’s risk and comprehensive general liability to the extent allowed by State law.

12.9 Add to (or Modify) the following to Article 9, **TERMINATION or SUSPENSION**, as follows:

9.1.1 (Add) Timely Payment: Owner agrees to pay all invoices from Architect not in dispute within 30 days of receipt. The Owner further agrees to call the Architect’s attention to any charge or portion thereof held to be in dispute within two weeks of its receipt.

9.1.2 (Add) Other Parties: The Owner agrees to protect the Architect from any claim by the Architect’s project consulting engineers and participating parties arising out of the Architect’s suspension of activity due to failure of timely payment.

9.9.10 (Add) Termination: In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination then due.

12.10 Add to (or Modify) Article 10, **MISCELLANEOUS PROVISIONS**, as follows:

10.2 (Modify) Terms of Agreement: At the end of the first sentence add the following: “as amended, In the event of any inconsistency, ambiguity or discrepancy in the contract documents or between or among the contract documents, then the following shall be in order of precedence: (1) the addenda, amendments or modifications to the contract documents, and (2) the contract documents. If the conflict is between the drawings and the specifications, then the greater quantity or better quality shall be provided.”

10.3 (Modify) Assignments of this Agreement: Modify paragraph by deleting all words after “consent of the other.”

10.3 (Modify) Assignment of this Agreement: Modify the first sentence to read as follows: "The Owner and Architect, respectively, bind themselves, their agents, successors and assigns to the agreement."

10.10 (Add) Project Betterment: If, due to the Architect's error or omission, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the actual cost to add such item or component to the extent that such item or component would have been otherwise necessary for the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any costs or expense that provides betterment, upgrade or enhancement of the project.

10.11 (Add) Exclusive Remedy: It is intended by the parties of this Agreement that the Architect's services in connection with the project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, an Alabama corporation, and not against any of the Architect's employees, officers or directors.

12.11 Add to (or Modify) Article 11, **COMPENSATION**, as follows:

11.1 (Modify) Compensation: A "Master Plan/Building Study" fee of \$0.00 will be credited to the Owner on a prorated basis depending on the scope of the building or projects.

11.2 (Modify) Supplemental Services:

**Hourly Rates:** (Shall apply also to Paragraphs 11.3 and 11.7)

Current Hourly Rates: The following is the Architects hourly rate schedule. When fees are not based on a percentage of the work, the hourly rates are employed:

Principal Architect	\$225.00
Project Architect	\$145.00
Intern Architect	\$115.00
Interior Designer	\$130.00
Cost Estimator	\$140.00
Draftsman/CADD	\$125.00
Designer	\$125.00
Clerical	\$110.00
Field Representative	\$140.00
Specification Writer	\$125.00
IT System Designer	\$ 90.00

Primary Consulting Engineers (CSMEP)	\$200.00
Design Engineers	\$150.00
Draftsman/CADD	\$115.00
Clerical	\$100.00
Specification Writer	\$190.00
Cost Estimator	\$185.00

The Architect shall submit invoices, which reflect the actual hours worked, with appropriate hourly rates.

The published rates are **2019** rates and are subject to change according to the Architect's pay rate inflation.

11.3 (Modify) Compensation: See 11.2 Rates

**The following fee increase is not applicable to this contract and project.**

11.4 (Modify) Compensation: For Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 50%.

11.5 (Modify) Compensation for Basic Services:

The phases shall be as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Document Phase	40%
Procurement Phase	5%
<u>Construction Phase</u>	<u>20%</u>
Total Basic Compensation	100%

11.6 (Modify) Compensation: The last sentence shall read as follows: "Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner's budget for the cost of the work."

11.6.1 (Modify) Alternates: Compensation for design of work not constructed shall also include Alternates prepared by the Architect.

11.7 (Modify) Compensation: See 11.2 Rates

11.8.1.8 (Modify) Modify the sentence of statement by deleting the following: "or the expense of additional insurance coverage or limits in excess of the normally maintained by the Architect's consultants."

11.8.1.9 (Modify) Delete the words "Professional services and" for this item.

11.8.2 (Modify) Markup for Reimbursable Expenses: shall be 10%.

11.9 (Delete) Architect's Insurance: Delete this item.

11.10.1.1 (Modify) Initial Payment: There will not be an initial payment required for this project.

11.10.2.1 (Modify) Payments to the Architect: Delete the requirement for monthly billing and payment. Architect's billing and payment shall be made in proportion to the percentage of services performed as set forth under Paragraph 11.5. Billings may be made mid phase for the portion of services performed of that phase. Construction phase billing shall be billed in proportion to the percentage of the construction progress.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 6% per annum. In addition, the Architect shall be reimbursed for the cost (including reasonable attorney's fees) for collection of accounts.

12.13 Add to (or Modify) Article 13, **SCOPE OF THE AGREEMENT**, as follows:

13.2.2 (Delete) AIA Document E203-2013: Delete the reference to this document, as it is not provided for this project.

12.14 (Add) Indemnification: Architect hereby agrees to indemnify, defend and hold the Owner, its elected officials, officers and employees harmless from and against any and all claims, costs, expenses, losses and liabilities, including reasonable attorney's fees suffered, paid or incurred by the Owner to the extent caused by or arising out of or by virtue of the Architect's negligent performance of its obligations hereunder, including any injury or damage to property or to person, including death; and those resulting from the Architect's failure to pay any bills, invoices, costs, wages, taxes, or other charges owed by it to another. The foregoing indemnification obligation shall not apply to any claims, liabilities or expenses arising from intentional acts or intentional misrepresentation of the Owner. These indemnification obligations shall survive the expiration of the termination of this agreement.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1330, **Version:** 1

**Item #:** BE5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Zach Hood, EMA Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Rental of One (1) Copy Machine for the Baldwin County Emergency Management Agency Located in Robertsedale, Alabama

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute the rental agreement with **Sharp Electronics Corporation** for the rental of one (1) new copy machine off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Location: Baldwin County Emergency Management Agency - Robertsedale, Alabama

Model: MX-6071

Price: \$222.32/month

Excess Charge/copy: \$0.0054/BW, \$0.0400 Color

### **BACKGROUND INFORMATION**

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

**Background:** The current copy machine rental agreement for the Baldwin County Emergency Management Agency (EMA) in Robertsedale, Alabama has ended. The old machine will be replaced with a new color copier which will be leased off the State of Alabama Contract. Sharp Electronics Corporation has submitted the rental agreement for the new copy machine for a total of \$222.32 per month. The rental agreement is for thirty-six (36) months and will include all supplies, toner and developer. The monthly cost under the previous rental agreement was \$291.88 per month. This is a cost savings of \$69.56 per month, \$834.72 per year.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$222.32 per month

**Budget line item(s) to be used:** 52300.5223



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

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
Standard State of Alabama Contract Rental Agreement

**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:** 08/04/2020

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

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

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

Order # B302

## Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

### STATE CONTRACT RENTAL AGREEMENT

**BILL TO:**

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

**SHIP TO:**

Baldwin County Emergency Mgt Agency

Emergency Operations Center

23100 McAuliffe Drive

Robertsdale, AL 36567

TELEPHONE # 251-972-6807

Contact: Zack Hood

BEGINNING METER READ

**TERM: 3 YR. Agreement under the provisions of State of Alabama**  
**Contract # 140603-AL-06**

**RATE: Monthly**  
**Base Charge:** \$222.32 **Copies** Included N/A **Excess Charge**  
**Per Copy \$** \$ .0400 color \$ .0054 b/w

**3 Yr Equip. Total** \$8,003.52

**Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment**

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6071			
	MX-FN27N			
	MX-PN14B			
	MX-DE27N			
	MX-FX15			
		REPLACES S/N #75075376		

(PAGE 2)

**SUPPLIES**

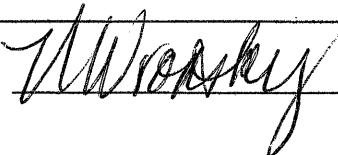
Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

**SERVICE**

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

**TERMS AND CONDITIONS**

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE	_____	TITLE	_____	DATE	_____
LESSOR		TITLE	Senior Government Account Manager	DATE	7/15/2020



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1360, **Version:** 1

**Item #:** BH1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Brian Peacock, CIS Director

**Submitted by:** Brian Peacock

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### **ITEM TITLE**

Tower Equities, LLC - Fort Morgan Radio Tower Rental Agreement

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute a Radio Tower Rental Agreement between the Baldwin County Commission and Tower Equities, LLC. This Agreement will provide space to house P-25 infrastructure which will increase the coverage area for First Responders. The term of this Agreement shall commence on the first day of the month after the installation of the radio communications facility is complete and run for a period of five (5) years. If either party desires to terminate the lease as of the last day of the term, or any automatic renewal thereof that party shall give the other written notice of such termination at least ninety (90) days before the expiration of the term. In the absence of such notice, the agreement shall automatically renew for a five (5) year term. Under no circumstances shall this lease exceed four (4) consecutive five (5) year terms totaling twenty (20) years.

### **BACKGROUND INFORMATION**

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

**Background:** The need for a new P-25 RF site in the Fort Morgan area has been determined by previous Commission action. Tower Equities, LLC has agreed to provide space on a vertical asset and shelter to serve the needs of the Baldwin County Commission in this area. This Agreement will secure this location as well as outline the services that will be provided.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$1000.00 per Month

**Budget line item(s) to be used:** 51965.5150

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

Budgeted expenditure

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** Laura Coker on 7/21/2020

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Brian Peacock

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

CIS to provide Administration two signed and notarized copies of lease by Tower Equities representative

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

**TOWER EQUITIES, LLC.**  
**1704 JUSTIN ROAD**  
**METAIRIE, LA 70001**  
**(504) 585-9200 / (800) 627-4644 / (504) 585-9211 FAX**

**RADIO TOWER RENTAL AGREEMENT**

STATE OF ALABAMA  
COUNTY OF BALDWIN

This RADIO TOWER RENTAL AGREEMENT (the "Agreement") is made and entered into by and between TOWER EQUITIES, LLC, a \_\_\_\_\_ limited liability company (the "Landlord"), and the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (the "Tenant"), and is effective on the later date of execution by Landlord or Tenant (the "Effective Date").

W I T N E S S E T H:

In consideration of the covenants herein contained between Landlord and Tenant, and the rentals agreed to be paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

Section I.

Landlord hereby grants permission to Tenant to install and operate the following described radio communications equipment on or in the Landlord's radio communications facility located at the following location which is referred to herein as the "leased premises":

**N. Latitude 30°14'14.6"**

**W. Longitude 87°52'01.2"**

- A. **1 (ONE) TX antenna located at a location that would accommodate the tip of antenna to be at 280ft.**
- B. **1 (ONE) 1 5/8" coax transmission line between transmit antenna and radio equipment.**
- C. **1 (ONE) RX antenna located at a location that would accommodate the tip of antenna to be at 250ft.**
- D. **1 (ONE) Tower Top Amplifier (TTA) to be located at base of RX antenna.**
- E. **1 (ONE) 7/8" coax transmission line to TTA.**
- F. **1 (ONE) 1/2" test line to TTA.**

These cables to be firmly attached to the tower with metal cable ties, hanger kits, or wrap-lock, at every diagonal or cross brace, not to exceed 4 ft. spacing and approved by the Landlord.

NO PLASTIC OR TEFLON TIE WRAPS are allowed.

The cables are to be electrically bonded to the tower at the antenna and at the point the cables leave the tower to the equipment shelter. Additional bonding of the cable shall be at the discretion of the Tenant.

All cables are to be painted to comply with FAA regulations upon installation.

All cables are to be permanently tagged with type of antenna, frequency, owner's name and service company with contact numbers at top and bottom of each line.

- G. Radio communications equipment consisting of: GTR 8000 Expandable Site Subsystem, (5) Base Radio and associated equipment. All equipment is to be located in a free standing 19" rack provided by Tenant and shall be installed in the Landlord's compound near the base of the tower. A copy of the Federal Communications Commission authorization for this equipment shall be furnished to Landlord upon request.

## Section II.

Landlord agrees that, during the term of this Agreement, Tenant shall have reasonable ingress and egress, subject to established security procedures, to said tower for the purpose of maintenance and repairs to said equipment.

It is further agreed, however, that only Tenant's employees or qualified contractors approved by the Tenant will be permitted to install or remove antennas, coaxial cables, or equipment or to enter or climb the Landlord's structure or building.

Such contractors are to provide the Landlord with a Certificate of Insurance naming Landlord as an additional insured on their policy PRIOR to beginning work, such Certificate of Insurance shall indicate that a waiver of subrogation is provided in favor of Landlord on all policies required in Section XII of this Agreement.

## Section III.

Tenant covenants and agrees that the Tenant's equipment and its installation, operation and maintenance will:

- A. Not damage the building or tower structure and accessories thereto.
- B. Not cause harmful interference which is measurable in accordance with then-existing industry standards to the Landlord's radio equipment or the radio



equipment of other tenants on said tower, as long as said equipment was installed by the Landlord or other tenants prior to the execution of this Agreement.

All transmitters will be equipped with intermod panels, transmitter circulators, or other interference suppression devices approved by the Landlord.

In the event there is interference with Tenant's equipment, Landlord will promptly take all steps to correct and eliminate the problem within a reasonable period of time.

If the Landlord is unable to eliminate the problem, the Tenant may remove its equipment from the Landlord's property, and this Agreement shall therefore be terminated.

A reasonable period of time shall be determined by the nature of the interference and the time frame necessary to isolate, order and install materials to correct the problem.

Tenant shall be permitted to install, maintain and/or provide access to and use of, as necessary during any power interruption, a temporary power source and all related equipment and appurtenances at the tower or elsewhere in such locations as reasonably approved by Landlord. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the tower.

- C. Not interfere with the maintenance of the Landlord's tower and the tower lighting system.
- D. Comply with all applicable rules and regulations of the Federal Communications Commission and the electrical codes of the City and/or State concerned.

All equipment shall be attached to the provided equipment shelter ground system.

All entrance cables, RF and landline, shall be equipped with lightning surge protectors and attached to the provided ground system.

- E. Under this Agreement, the Landlord assumes no responsibility for licensing, operation and/or maintenance of the Tenant's radio equipment.
- F. The Landlord has the responsibility of observing tower lights and maintenance of records including notification to the Federal Aviation Administration of any failure and repairs and correction of the same.

#### Section IV.

The term of this Agreement shall commence on the first day of the month after the installation of the radio communications facility is complete and run for a period of five (5) years. If either party desires to terminate this Agreement as of the last day of the term, or any automatic renewal thereof, that party shall give written notice of such termination to the other party at least ninety (90) days before the expiration of the term. In the absence of such notice,

the term of this Agreement shall automatically renew for a successive five (5) year term. Under no circumstances shall the term of this Agreement exceed four (4) consecutive five (5) year terms totaling twenty (20) years.

At termination, Tenant will remove all property installed on Landlord's premises and leave said premises in the same condition existing as of the Effective Date of this Agreement, ordinary wear and tear and occurrences for which Tenant is not responsible hereunder excepted.

#### Section V.

Tenant hereby covenants and agrees to pay to Landlord monthly rent during the initial term of this Agreement in the amount of \$1,000.00 for the above-described equipment as set forth in Section I.

The first payment of monthly rent shall be made to Landlord on the first (1<sup>st</sup>) day of the month after the installation of the equipment is complete, and all subsequent monthly rent payments shall be made on the first (1<sup>st</sup>) day of each successive month thereafter during the initial term of this Agreement. Any partial month shall be prorated based on the monthly rental rate.

The Tenant agrees that the Landlord will in no way be responsible for power interruptions or outages.

Monthly rent for any renewal term shall be adjusted every five (5) years to equal the purchasing power of the previous five-year term increase based on cost of living increase or an additional 10%, whichever is more; provided, however that such increase shall not exceed 12.5%. The monthly rent shall be adjusted by any change in the Index now known as "United States Bureau of Labor Statistics, Consumer Price Index, for ALL Urban Consumers," hereinafter referred to as the "Index". If such Index shall be discontinued with no successor or comparable successor Index, the parties shall attempt to agree upon a substitute formula, but if the parties are unable to agree upon a substitute formula, then the matter shall be determined by arbitration in accordance with the rules of the American Arbitration Association then prevailing. Such adjustment shall be accomplished by multiplying the basic monthly rental by a fraction, the numerator of which shall be the Index for the month preceding the first day of the renewal term, and the denominator of which shall be the corresponding monthly Index for the month preceding the first day of the previous lease term; provided, however, that this computation of the rent adjustment shall never result in a reduction from the previous term's rent.

The parties acknowledge that electrical service is currently supplied to the leased premises. Tenant agrees to take steps necessary to procure for its own account, and pay the cost of, electrical power and fuel for generator used by Tenant's installation at the leased premises. Tenant shall have the sole and exclusive right for the entire term of this Agreement to use all electrical equipment and maintain generator currently existing at the leased premises and shall not be required to purchase or pay the cost of any additional electrical equipment to handle Tenant's power at the leased premises.

In the event that additional lessees occupy any portion of the leased premises after the Effective Date of this Agreement, Landlord shall require such lessee(s) to procure for its own account, and pay the cost of, electrical power used by such lessee at the leased premises. Landlord shall also require any and all additional lessees who occupy any portion of the leased premises to provide their own electrical equipment and shall prohibit them from using any of the electrical equipment then-existing at the leased premises or in-use by Tenant. Under no circumstances shall Tenant be responsible for payment of the cost of electrical services used by other lessees at the leased premises or the cost or provision of equipment of other lessees at the leased premises and Landlord shall indemnify, defend and hold Tenant harmless for the same.

Tenant may install conduits connecting the temporary power source and related appurtenances to the leased premises. Tenant shall also be permitted, at any time during the term of this Agreement, to install, maintain and/or provide access to and use of, as necessary during any power interruption at the leased premises or otherwise, a temporary power source, and all related equipment and appurtenances within the leased premises, or elsewhere on the property in such locations as reasonably approved by Landlord.

#### Section VI.

During the term of this Agreement, Tenant shall not change the frequency, power, or character of its equipment without first obtaining the WRITTEN consent of the Landlord.

The parties rights under this Agreement may not be sold, subleased, assigned, or transferred at any time except to Tenant's principal, affiliates or subsidiaries of its principal or to any company upon which Tenant is merged or consolidated. As to other parties, Tenant's rights hereunder may not be sold, subleased, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld.

#### Section VII.

Subject to all applicable statutory caps on liability or limitations of liability, Landlord does hereby agree to indemnify and save harmless Tenant from any claims, demands, or causes of action for property damage or personal injuries caused by the Landlord, Landlord's officers, agents, employees, contractors, tenants and customers, arising out of the Landlord's use, operation, occupancy, or possession of the leased premises or the installation, maintenance and operation of any of Landlord's equipment.

#### Section VIII.

The following shall be considered events of default by the Tenant:

- A. Failure to pay rentals required hereunder when due;
- B. Failure to cure, within thirty (30) days after written notice thereof, any breach of these promises, undertakings and terms and conditions in this Agreement;

- C. Abandonment of the leased premises; and
- D. Failure to provide proper evidence of required insurance.

In the event there is a breach by Tenant with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, Landlord shall give Tenant written notice of such breach. After receipt of such written notice, Tenant shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided Tenant shall have an additional sixty (60) day period beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days. Thereafter, Landlord may terminate the Agreement immediately and without any further notice. Within thirty (30) days following the termination of this Agreement, Tenant shall remove its equipment and return the leased portion of Landlord's tower in the condition it was before Tenant's equipment was installed. Should Tenant fail to remove its equipment as provided anywhere in this paragraph, Landlord may, at its option, either (1) remove Tenant's equipment or have it removed by a third party, and in either event, Tenant shall reimburse Landlord for costs incurred by Landlord of such removal, or (2) elect to treat this Agreement in full force and effect and shall be entitled to collect the rentals provided for hereunder.

#### Section IX.

The parties hereto stipulate that the rights herein granted relate to real property. In the event any sales or use tax should ever be payable on account of this Agreement or any rental payments herein reserved, the Tenant hereby agrees to pay its proportionate share as additional rental or to furnish such documentation as is necessary or appropriate to establish that such rental payments are exempt from sales or use tax.

#### Section X.

All notices and other communications required or permitted hereunder and payments of rentals due hereunder shall be considered properly given or made when deposited with the U. S. Postal Service, properly addressed and bearing sufficient postage, but shall only be considered to be effective when actually received. The addresses of the parties for all purposes hereof shall be as follows:

**LANDLORD:**            **TOWER EQUITIES, LLC.**  
                              **1704 JUSTIN ROAD**  
                              **METAIRIE, LA. 70001**

**TENANT:**                **Baldwin County Commission**  
                              **c/o \_\_\_\_\_**  
                              **312 Courthouse Square**  
                              **Bay Minette, AL 36507**

#### Section XI.

Tenant shall, at its sole cost and expense and at all times during the term of this Agreement, maintain in effect a policy or policies of insurance: (a) covering its personal property located on the leased premises and Tenant's improvements to the leased premises paid for and installed by Tenant, providing protection against any peril included under insurance industry practices within classification "special or all-risk coverage", providing protection as deemed desirable by Tenant with respect to its personal property and to the full insurable value of its Tenant's improvements paid for by Tenant: (b) Commercial General Liability insurance with minimum limits of \$ 1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage to or destruction of properties in any one occurrence. Tenant shall name Landlord as an additional insured as its interests may appear in regards to the aforementioned policies and shall furnish Landlord with a certificate of insurance. The certificate must show that a waiver of subrogation is provided in favor of the certificate holder. There is to be a 60-day notice of cancellation on the certificate. Should the leased premises and/or Tenant's personal property be sublet upon, said subtenant shall be required to maintain similar insurance and agree to furnish Landlord with certificates or adequate proof of such insurance. Workers Compensation coverage must be carried by the Tenant and any of his subcontractors including a waiver of subrogation.

## Section XII

In the event of damage by fire or other casualty to any part of the property comprising the tower that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if any part of the property comprising the tower is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations for more than forty-five (45) days, then Tenant may, at any time following such fire or other casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its operation, terminate this Agreement upon fifteen (15) days prior written notice to Landlord. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Tenant's use of the premises is impaired.

## Section XIII

In the event of any condemnation of all or any portion of the property comprising the tower, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation, Tenant, in Tenant's sole discretion, is unable to use the property for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Tenant's operations for more than forty-five (45) days, Tenant may, at Tenant's option, terminate this Agreement as of the date the condemning authority takes such possession. If Tenant does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the premises remaining.

## Section XIV

This Agreement is to be construed according to the laws of the State of Alabama with proper venue lying in Baldwin County.

(Signature Pages Follow)

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

**TENANT:**

**BALDWIN COUNTY, ALABAMA**

**BY:** \_\_\_\_\_ / \_\_\_\_\_  
**Billie Joe Underwood, Chairman/Date**

**ATTEST:**

\_\_\_\_\_/\_\_\_\_\_  
**Wayne Dyess, County Administrator /Date**

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a notary public in and for said county in said state, hereby certify that Billie Joe Underwood, 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 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 official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_



**LANDLORD:**

**TOWER EQUITIES, LLC**

**BY:** \_\_\_\_\_

**Print**

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

**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of TOWER EQUITIES, LLC, a \_\_\_\_\_ limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1338, **Version:** 1

**Item #:** BH2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/3/2020

**Item Status:** New

**From:** Brian Peacock, CIS Director

**Submitted by:** Brian Peacock, CIS Director

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### **ITEM TITLE**

Tyler Technologies - Amendment to the License and Services Agreement between Baldwin County Commission and Tyler Technologies

### **STAFF RECOMMENDATION**

Related to the License and Services Agreement between Baldwin County Commission and Tyler Technologies, approved by the Baldwin County Commission on June 4, 2019, take the following actions:

- 1) Approve an Amendment and authorize the Chairman to sign all documents related to the Amendment to the License and Services Agreement which removes unused conversions in the amount of \$12,000.00 and thirty-eight (38) Genus I Mag Stripe Readers in the amount of \$53,580.00, totaling \$65,580.00 from the Agreement; and
- 2) Approve and authorize the Chairman to sign all documents related to the sales quotation for sixty-eight (68) implementation hours in the amount of \$11,900.00 and thirty-eight (38) Touchscreen 7 Mag Stripe Reader in the amount of \$68,514.00, totaling \$80,414.00.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 06/04/2019

**Background:** At its regularly scheduled meeting on June 4, 2019, the Commission approved and authorized the Chairman to sign all documents related to the purchase and installation of Tyler software and related services through a Sourcewell contract, formerly known as National Joint Powers Alliance, for the amount of \$1,140,220.00 with an additional estimated travel cost of \$97,270.00. Invoicing for all fees is set forth in the Investment Summary per Tyler Technologies' Invoicing and Payment Policy attached in the License and Services Agreement. (Contract was effective upon full execution.)

As the project has progressed, a portion of the Financial Phase conversion hours were unused. This was accomplished by staff working diligently to maintain the work in-house without the need of Tyler

staff assistance. As we move forward to the implementation of the Financial Phase, staff would like to convert those hours in order to allow for Tyler's staff to assist County staff to provide a more timely "go live" date.

The original agreement provided for Genus 1 Mag Strip Reader time clock. Through discussion with project managers from Tyler staff was made aware that this model timeclock would become "end of life" before installation of the hardware. While software support would still be provided, the manufacturing of this clock will end as well as manufacturer's warranty. The Touchscreen 7 Mag Stripe Reader time clock is the recommended hardware to achieve support, warranty and maintenance moving forward.

### **FINANCIAL IMPACT**

#### **Total cost of recommendation:**

Amendment to Agreement provides a reduction of	\$65,580.00
Implementation Hours and Touchscreen 7 cost	<u>- \$80,414.00</u>
Difference	- \$14,834.00
HCM Implementation saving	<u>\$15,000.00</u>
Total cost savings	\$166.00

Note: Implementation days have been delivered via Go To Meeting for the Human Capital Management (HCM) phase and will continue. This is projected to provide a savings of \$15,000.00 through the length of the implementation of this phase.

Total cost of recommendation: \$0.00

**Budget line item(s) to be used:** No cost to the County

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

Not at this time, Budget staff will monitor the situation as the project progresses. Currently the project is funded in 51965.5500.02.

### **LEGAL IMPACT**

#### **Is legal review necessary for this staff recommendation and related documents?**

David Conner, previously reviewed Tyler Technologies legal documents

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Brian Peacock

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

Document to be emailed to:

David Regnery  
dregnery@tylertech.com  
Senior Account Executive  
Desk: 336-765-2797  
Cell: 336-918-1921

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



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Baldwin County, Alabama with offices at 322 Courthouse Square, Bay Minette, Alabama 36507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 11, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:

Description	Contract Price
Accounts Payable – Invoices up to 5 years (remaining 50%)	\$2,000.00
Accounts Payable Standard Master	\$3,000.00
General Billing – Bills up to 5 years	\$5,000.00
Purchasing – Purchase Orders – Standard Open POs only (remaining 50%)	\$2,000.00

2. Sixty-eight (68) Implementation hours totaling \$11,900.00 (at a rate of \$175 per hour) are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Baldwin County, AL

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## **Exhibit 1**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: David Regnery  
Date: 6/9/2020  
Quote Expiration: 12/2/2020  
Quote Name: Baldwin County-ERP- Change Order 52 Hours  
Quote Number: 2020-110982  
Quote Description: Change Order 68 Hours Imp. Services

### Sales Quotation For

Baldwin County  
322 Courthouse Sq  
Bay Minette, AL 36507-4809  
Phone +1 (251) 937-9561

### Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation Hours	68	\$175.00	\$0.00	\$11,900.00
TOTAL:				\$11,900.00

### Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$11,900.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$11,900.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$11,900.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars





Quoted By: David Regnery  
Date: 7/9/2020  
Quote Expiration: 1/5/2021  
Quote Name: Baldwin County-ERP-TT7 Clocks  
Quote Number: 2020-112989  
Quote Description:

### Sales Quotation For

Baldwin County  
322 Courthouse Sq  
Bay Minette, AL 36507-4809  
Phone +1 (251) 937-9561

### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Touchscreen 7: Mag Stripe Reader	38	\$2,195.00	\$392.00	\$68,514.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$14,896.00</i>	<i>\$68,514.00</i>			<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$68,514.00</b>			<b>\$0.00</b>

### Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$68,514.00	\$0.00
<b>Summary Total</b>	<b>\$68,514.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$68,514.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O. #:	_____
All primary values quoted in US Dollars			

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

**Comments**

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 87,730.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Munis software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Baldwin County, Alabama.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current



Invoicing and Payment Policy is attached as Exhibit B.

- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply

with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-

refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

#### **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.



## SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.
6. Doc Origin Software. Tyler uses DocOrigin software as part of Tyler's Tyler Forms Processing software and whereas Tyler provides a site license for Tyler Forms Processing. Exhibit D, Schedule 1, Section 1.4 of the EULA does not apply to the Client's use of the Software.

## SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

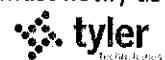
1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
  - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
  - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
  - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us



promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

## 3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE



MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION I – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains

unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of

this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your

state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Andrea L. Fravet  
Name: Andrea L. Fravet  
Title: Director of Legal Affairs  
Date: 6/10/2019

Address for Notices:

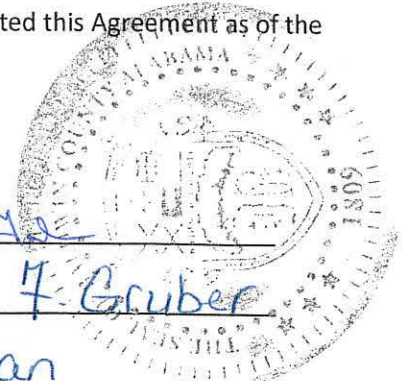
Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Baldwin County

By: Charles F. Gruber  
Name: Charles F. Gruber  
Title: Chairman  
Date: 6/11/2019

Address for Notices:

Baldwin County  
322 Courthouse Square  
Bay Minette, AL 36507-4809  
Attention: Brian Peacock





## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*Tyler sales quotation to be inserted prior to Agreement execution.*

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## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

#### 1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

#### 2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30)



days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248



Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





## Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services



remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



## **Exhibit C**

### **Schedule 1**

### **Support Call Process**

### **Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### **Support Resources**

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### **Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

## Issue Handling

### Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

### Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**DocOrigin End User License Agreement**

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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("Agreement" or "EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

**1. LICENSE TERMS**

- 1.1** In this Agreement a "License Key" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation, designed to provide unlocked access to the Software and its functionality.
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  - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
  - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
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In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.



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- 7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.



- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

## 8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website [www.docorigin.com](http://www.docorigin.com).

Last Updated: July 22, 2017



Quoted By: David Regnery  
 Date: 7/30/2019  
 Quote Expiration: 1/26/2020  
 Quote Name: Baldwin County-ERP-Projects & Grants  
 Quote Number: 2019-90468  
 Quote Description: Projects and Grant Accounting

**Sales Quotation For**

Baldwin County  
 322 Courthouse Sq  
 Bay Minette, AL 36507-4809  
 Phone +1 (251) 937-9561

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Project & Grant Accounting	\$25,400.00	48	\$8,400.00	\$7,000.00	\$40,800.00	\$4,572.00
Sub-Total:	\$25,400.00		\$8,400.00	\$7,000.00	\$40,800.00	\$4,572.00
<u>Less Discount:</u>	<u>\$3,810.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,810.00</u>	<u>\$4,572.00</u>
<b>TOTAL:</b>	<b>\$21,590.00</b>	<b>48</b>	<b>\$8,400.00</b>	<b>\$7,000.00</b>	<b>\$36,990.00</b>	<b>\$0.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$21,590.00	\$0.00
Total Tyler Services	\$15,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$36,990.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$36,990.00</b>	
<b>(Excluding Estimated Travel Expenses)</b>		
<b>Estimated Travel Expenses</b>	<b>\$2,740.00</b>	

**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Project Grant Accounting - Actuals up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting - Budgets up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting Standard	\$3,000.00	\$0.00	\$3,000.00
TOTAL:			\$7,000.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: *Charles F. Gauber* Date: *September 3, 2019*  
 Print Name: *Charles F. Gauber* P.O. #: \_\_\_\_\_

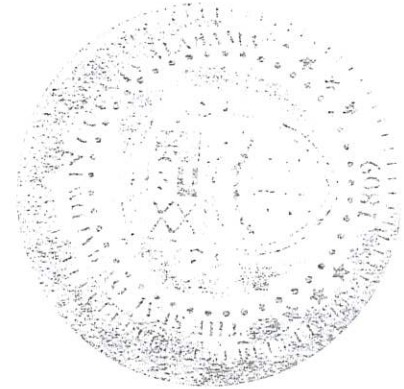
All primary values quoted in US Dollars

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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**Financials:**

Project & Grant Accounting	\$25,400.00	\$3,810.00	\$21,590.00	\$4,572.00	\$4,572.00	\$0.00
<b>TOTAL:</b>	<b>\$25,400.00</b>	<b>\$3,810.00</b>	<b>\$21,590.00</b>	<b>\$4,572.00</b>	<b>\$4,572.00</b>	<b>\$0.00</b>





## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

**Comments**

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1368, **Version:** 1

**Item #:** BH3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator, Brian Peacock, CIS Director

**Submitted by:** Victoria Key, Administrative Support Specialist

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### **ITEM TITLE**

Transfer of 2007 Dodge Durango SUV from Communication and Information Systems Department to Administration Department

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the transfer, at no cost, of one (1) 2007 Dodge Durango (VIN #1D8HD38PX7FS84734) from the Communication and Information Systems Department (CIS) to the Administration Department; and
- 2) Authorize the Chairman to execute the Fixed Asset Change Form.

### **BACKGROUND INFORMATION**

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

**Background:** The CIS Department and Administration Department are requesting approval of the transfer of vehicles between departments.

### **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):**  
Administrative Staff have Chairman execute the Fixed Asset Change Form and return to John Marino (A/P).

Cc: Brian Peacock  
David Wessler

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

## COUNTY FIXED ASSET CHANGE FORM

Date of this report: 7/23/2020

Fixed Asset: \_\_\_\_\_ Year: 2007

Model: Dodge Durango

S/N: 1D8HD38P17FS84734

Tag #: 35982CD

Mileage: 65,150

Value: \_\_\_\_\_

Subject to Commission approval, the fixed asset above of the

CIS Department will be:

Transferred to: Administrator & Central Admin.

Sold to: \_\_\_\_\_

Stored at/for: \_\_\_\_\_

Scrapped because: \_\_\_\_\_

Other: \_\_\_\_\_



Department Head relinquishing  
Fixed asset item

Department Head accepting  
fixed asset item

APPROVED, Baldwin County Commission

Date Approved



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1337, **Version:** 1

**Item #:** BJ1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Dr. Brian Pierce, Coroner

**Submitted by:** Brandy Byrd, Administrative Support Specialist III

---

### **ITEM TITLE**

Approval of Appointment of Two Deputy Coroners in Training of Baldwin County, Alabama

### **STAFF RECOMMENDATION**

**Action item with discussion needed for the Commission to discuss the approval of appointment of two Deputy Coroners in Training of Baldwin County, Alabama.**

As requested, in writing to the Baldwin County Commission, by the Coroner of Baldwin County, the Honorable Dr. Brian Pierce, and pursuant to Section 11-5-34 of the Code of Alabama 1975, approve the appointment of Timothy Allen and Timothy Cooper as Deputy Coroners in Training of Baldwin County, Alabama, further, approve the Deputy Coroners in Training compensation at \$750.00 per month and eligible personal car mileage at the prevailing IRS rate in the official performance of the duties of Deputy Coroner in Training, said appointment, salary, compensation and eligible applicable car mileage to become effective August 15, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** Section 11-5-34 of the Code of Alabama (1975) authorizes the Coroner of a county the ability to appoint Deputy Coroners: however, said appointments must be approved by the applicable County Commission.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Deputy Coroner in Training Timothy Allen - \$750.00 per month plus mileage; Deputy Coroner in Training Timothy Cooper - \$750.00 per month plus mileage

**Budget line item(s) to be used:** 52400.5150

**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:** 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:**

Brandy Karl: Once appointments are made, send Admin the Oaths of Office and Bonding docs that have been recorded @ Probate (copy of Oaths, original Bonds) All of the documents must be added by Admin to the Bond Book in the safe (Victoria)

Administration send correspondence to:

Timothy Allen  
22489 Price Grubbs Road  
Robertsdale, Alabama 36567

Timothy Cooper  
10516 Orkney Way  
Spanish Fort, Alabama 36527

cc:

The Honorable Dr. Brian Pierce  
Coroner  
Baldwin County, Alabama  
P.O. Box 2647

Robertsdale, Alabama 36567

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

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



**DR. BRIAN PIERCE, D-ABMDI**  
Coroner

July 21, 2020

Commissioners:

I, Dr. Brian Pierce, Coroner of Baldwin County do appoint **Timothy L. Allen** as Deputy Coroner in Training, for the office of the Baldwin County Coroner.

Mr. Allen will receive a salary of \$750.00 per month and personal car mileage as currently provided, for the performance of the duties of Deputy Coroner. Attached is a job description of his duties and requirements. Such personal car mileage will be at the rate set by Baldwin County policy.

I request that the Baldwin County Commission approve this appointment, with a start date of August 15<sup>th</sup>.

Yours Truly,

Dr. Brian Pierce D.C., D-ABMDI  
Baldwin County Coroner



**Job Title: Deputy Coroner- Trainee**

**Prepared By: Coroner**

**Classification: Part-time**

**Prepared Date: July 15, 2020**

**Department: Coroner**

### **SUPERVISION RECEIVED:**

Deputy Coroner Trainee will be someone who is on orientation and Field Training Status and will NOT be autonomous until their performance is evaluated by the Chief Deputy and Coroner. This will be determined by photographs, report writing, investigation skills, availability for call, verbal testing and also by self-evaluation and readiness. The length of this field training status shall be no longer than twelve months to include at least eight death scenes and attend one autopsy. At the completion of twelve months, participation and performance will be evaluated with the review and decision of progress to become independent. The Deputy Coroner Trainee is under direct supervision of the Chief Deputy Coroner and the Coroner.

### **ESSENTIAL JOB FUNCTIONS:**

1. Will have the ability to obtain The American Board of Medicolegal Death Investigators Certification within two years of appointment.
2. Will conduct investigations into the manner and cause of death of any individual whose death falls under the jurisdiction of the coroner.
3. Upon completion of the training program, will be allowed to investigate scenes independently as described above.
4. Initiates investigation into the cause and manner of death upon proper next of kin notification.
5. Collect all physical and pertinent biological evidence to include blood, urine or other specimens from the deceased as necessary.
6. Interview families, friends, professionals and others associated with the deceased to include obtaining statements, documents and related factual evidence.
7. Administer proper procedures in notification of legal next-of-kin.
8. Determine positive identification.
9. Log clothing, property and evidence while maintaining proper chain of custody.
10. Follow all Baldwin County Coroner policies as outlined in the Baldwin County Coroner Training Manual.
11. Will help prepare for and attend Emergency Preparedness/Mass Fatality trainings which will maintain the office preparedness skill and also fulfill any grant criteria. This function is attended if the investigator's full time job allows.
12. Assists with maintaining the required credentials and standards for office accreditation purposes.
13. Develop a written report outlining in detail the events surrounding the death investigation well enough to defend the report in court.
14. Any other duties as assigned by the Chief Deputy or the Coroner.

## **QUALIFICATIONS**

### **Knowledge of:**

- Investigative techniques, interviewing techniques, and procedures.
- Applicable federal and state laws, rules, and regulations.
- Alabama Coroner's Statutes pertaining to coroner duties.
- Basic medical terminology.
- Sources used in obtaining applicable data.
- Recordkeeping practices.

### **Ability to:**

- Obtain information and evidence by observation, record examination and interview.
- Be able to take a reasonable amount of calls each month.
- Analyze and evaluate information obtained from applicable sources.
- Secure and present evidence in oral and written form.
- Interpret and comply with laws and regulations governing investigation.
- Establish and maintain cooperative work relationships with a variety of individuals and agencies.
- Communicate clearly and concisely, both orally and in writing.

### **Expertise and Training:**

- Any combination of forensic experience and training that would likely provide the required knowledge and ability is qualifying.
- Minimum 40 hours online/ in-person Forensic Training.

### **Experience:**

- Professional certification or licensure in one of the following fields is preferred: ABMDI (American Board of Medicolegal Death Investigators), law enforcement, nursing, radiology, EMT/Paramedic, or any forensic concentration OR
- Bachelor's Degree in medical science, criminal justice or forensic science

### **Licenses and Certifications:**

- Possession of valid Alabama Driver's License.
- Possession of or ability to obtain within two years from date of employment, a Medicolegal Death Investigator Certification from ABMDI.

### **Physical and Mental Requirements:**

- Must have acceptable eyesight to perform investigator duties.
- Must have appropriate oral communications skills to effectively use, telephone, radio, and in public contacts.
- Must be able to sit, stand, or travel for long periods of time. Must be able to negotiate up and down stairs and on rough and/or uneven terrain.
- Must be able to travel to and from various work sites by car.
- Must be able to bend, stoop, stretch, twist, reach, kneel, crawl, squat, climb, and balance.
- Must be able to lift, carry, drag, or push an average body weight of 100 to 200 lbs. or more, both alone and with help.
- Must be able to climb ladders or stairs, or climb up to and down from higher levels using unconventional methods.
- Must be able to work in hazardous or dangerous work area situations.
- Must have fine and gross motor skills; hand dexterity; full use of fingers, hands, and arms; and good grip strength to perform investigative duties.
- Must be capable of working under stressful conditions.
- Must have good cognitive skills and awareness of work accuracy.
- Must have the ability to concentrate on more than one task at a time, and to make independent decisions.

### **Other Requirements:**

- Must dress appropriately and professionally, and be prepared for all types of weather.
- Must have basic computer skills for data entry and using Microsoft Word.
- Must participate in written knowledge evaluation.
- Must sign confidentiality waiver.
- Must pass criminal/driving background check.
- Must commit to the call schedule on a monthly basis.
- Per Alabama statutes- Must be at least 25 years old and a resident of Baldwin County for at least one year prior to hire.

# TEXAS A&M ENGINEERING EXTENSION SERVICE

The Texas A&M University System

*through the*

## TEXAS FORENSIC SCIENCE ACADEMY


*Timothy L. Allen*

*has successfully completed*

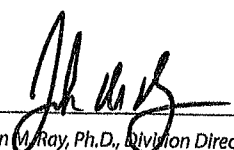
Death Investigation (Online)

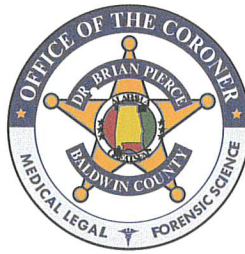
40 Hours

July 10, 2020

  
David Coatney, Director  
Texas A&M Engineering Extension Service



  
John M. Ray, Ph.D., Division Director  
Law Enforcement and Security Training



**DR. BRIAN PIERCE, D-ABMDI**  
Coroner

July 21, 2020

Commissioners:

I, Dr. Brian Pierce, Coroner of Baldwin County do appoint **Timothy Cooper** as Deputy Coroner in Training, for the office of the Baldwin County Coroner.

Mr. Allen will receive a salary of \$750.00 per month and personal car mileage as currently provided, for the performance of the duties of Deputy Coroner. Attached is a job description of his duties and requirements. Such personal car mileage will be at the rate set by Baldwin County policy.

I request that the Baldwin County Commission approve this appointment, with a start date of August 15<sup>th</sup>.

Yours Truly,

Dr. Brian Pierce D.C., D-ABMDI  
Baldwin County Coroner

**Job Title: Deputy Coroner- Trainee**

**Prepared By: Coroner**

**Classification: Part-time**

**Prepared Date: July 15, 2020**

**Department: Coroner**

### **SUPERVISION RECEIVED:**

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- Must be able to travel to and from various work sites by car.
- Must be able to bend, stoop, stretch, twist, reach, kneel, crawl, squat, climb, and balance.
- Must be able to lift, carry, drag, or push an average body weight of 100 to 200 lbs. or more, both alone and with help.
- Must be able to climb ladders or stairs, or climb up to and down from higher levels using unconventional methods.
- Must be able to work in hazardous or dangerous work area situations.
- Must have fine and gross motor skills; hand dexterity; full use of fingers, hands, and arms; and good grip strength to perform investigative duties.
- Must be capable of working under stressful conditions.
- Must have good cognitive skills and awareness of work accuracy.
- Must have the ability to concentrate on more than one task at a time, and to make independent decisions.

### **Other Requirements:**

- Must dress appropriately and professionally, and be prepared for all types of weather.
- Must have basic computer skills for data entry and using Microsoft Word.
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- Must sign confidentiality waiver.
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- Must commit to the call schedule on a monthly basis.
- Per Alabama statutes- Must be at least 25 years old and a resident of Baldwin County for at least one year prior to hire.

# TEXAS A&M ENGINEERING EXTENSION SERVICE

The Texas A&M University System

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## TEXAS FORENSIC SCIENCE ACADEMY

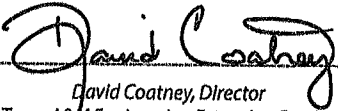
*Timothy Cooper*

*has successfully completed*

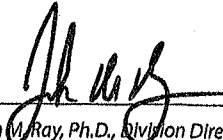
Death Investigation (Online)

40 Hours

July 19, 2020

  
David Coatney, Director  
Texas A&M Engineering Extension Service



  
John M. Ray, Ph.D., Division Director  
Law Enforcement and Security Training



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1366, **Version:** 1

**Item #:** BK1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Jenni Guerry, Deputy Director EMA

**Submitted by:** Jenni Guerry, Deputy Director EMA

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### **ITEM TITLE**

Alabama Mutual Aid System (AMAS) Agreement

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute the Alabama Mutual Aid System (AMAS) for reciprocal emergency aid and assistance between multiple agencies in case of emergencies too extensive to be dealt with unassisted.

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one (1) year terms unless terminated in writing by the participating political subdivision. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, State Emergency Management Agency (EMA), which shall provide copies to all other participating parties. Written notification shall be submitted no later than sixty (60) days prior the requested date termination. This Agreement shall be in full force and effect upon approval by the participating political subdivision and upon proper execution hereof.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 09/5/2017

#### **Background:**

The Commission approved the original agreement in 2006.

On September 5, 2017, the Commission approved the Alabama Mutual Aid System Agreement endorsed by the Association of County Commissioners and the League of Municipalities. This Mutual Aid Agreement is for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted.

The State Emergency Management Act of 1955 authorizes the State and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted. In accordance with the National Incident Management System Compliance guidance (NIMS), all counties are requested to be part of their state's mutual aid compact.

The Alabama Emergency Management Agency is requesting all counties become partners in the State's Mutual Aid Agreement, in order to be in compliance with NIMS. This will allow the State to better assist the Counties with resources and personnel. This agreement will allow the State to deploy personnel, equipment, and other resources in a more organized manner in a declared emergency. As being part of the Mutual Aid Agreement, County equipment and personnel can be refunded through the FEMA Public Assistance Program during declared disasters. This agreement in no way obligates the County to send resources or personnel, all requests for assistance will be presented to the Commission for prior approval.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
Yes

**Reviewed/approved by:** Brad Hicks reviewed and approved

**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:** 1. Administration to obtain Chairman's signature on the agreement.

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

Administration to send copies to:  
Alabama Emergency Mgt Agency  
Attn: Tara Hetzel  
Post Office Box 2160  
Clanton, Alabama 35046

and a copy of the executed document to Baldwin County EMA Dept - Jenni Guerry, Deputy Director.

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

# **AMAS**

**“Alabama Mutual Aid System”**

## **AGREEMENT**

June 2020 Version

### **ENDORSED BY:**

**Association of County Commissioners of Alabama  
Alabama League of Municipalities**

**Contact:**

**Tara Hetzel**

**Counsel**

**Alabama Emergency Management Agency**

**205.280.2200 Office**

**205.280.2394 Fax**

**Email: [tara.hetzel@personnel.alabama.gov](mailto:tara.hetzel@personnel.alabama.gov)**

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

**THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF ALABAMA, ALABAMA EMERGENCY MANAGEMENT AGENCY AND AMONG EACH POLITICAL SUB-DIVISION OF THE STATE THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING:**

**WHEREAS**, the State Emergency Management Act of 1955, as codified in Section 31-9-01 et seq. Code of Alabama (1975) as amended, hereinafter referred to as the "State Emergency Management Act," authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the State Emergency Management Act sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

**WHEREAS**, the State Emergency Management Act, authorizes the State to enter into a contract on behalf of the State for the lease or loan to any political subdivision of the state any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

**WHEREAS**, the State Emergency Management Act, authorizes the governing body of each political subdivision of the state to enter into such contract or lease with the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefore in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which such contract was entered into; and

**WHEREAS**, the State Emergency Management Act, authorizes the Alabama Emergency Management Agency, hereinafter referred to as "State EMA," to make available any equipment, services, or facilities owned or organized by the state or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area or upon the request of any recognized and accredited relief agency through such duly constituted authority; and

**WHEREAS**, the State Emergency Management Act, authorizes the State EMA to call to duty and otherwise provide, within or without the state, such support from available personnel, equipment, and other resources of state agencies and the political subdivisions of the state as may be necessary to reinforce emergency management agencies in areas stricken by emergencies; and

**WHEREAS**, the State of Alabama is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, sinkhole formations, and other natural disasters that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government owned facilities; and

**WHEREAS**, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should a disaster, whether by natural causes or as a consequence to an enemy attack, sabotage or hostile action occur; and



# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

**WHEREAS**, to provide the most effective mutual aid possible, each participating political subdivision, intends to foster communications between the personnel of other political subdivisions by visits, compilation of asset inventories, exchange of information and development of plans and procedures to implement this Agreement;

**WHEREAS**, to provide the most effective mutual aid possible, all activities performed under this agreement are hereby recognized to be governmental functions, and thus enjoy immunity from liability for torts as provided by law, enumerated in subsection (a) of Section 31-9-16 Code of Alabama (1975) as amended. All persons responding under the operational control of the State EMA are recognized to be emergency management workers on the behalf of the State, for purposes of liability. Neither the State or the participating political subdivisions nor their employees, except in cases of willful misconduct, gross negligence or bad faith shall be liable for the death of or injury to persons or for damage to property when complying or attempting to comply with the statewide mutual aid system, enumerated in Subsection (b) of Section 31-9-16 Code of Alabama (1975) as amended.

**NOW, THEREFORE**, the Parties hereto agree as follows:

## SECTION 1. DEFINITIONS

A. "AGREEMENT" - The Alabama Mutual Aid System Agreement for Emergency Response/Recovery. Political subdivisions of the State of Alabama may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s) to the State EMA. Copies of the agreement with original signatures and copies of authorizing resolutions shall be filed and maintained at the State EMA in Clanton, Alabama. For the purposes of this Agreement, a Volunteer Fire Department/Association and/or a Mutual Aid team composed of volunteer members, as defined below, are not considered a political subdivision. Such Volunteer Associations are deemed "sub-contractors" to the political subdivisions that have secured such volunteer services for the purposes of fulfilling that political subdivisions obligations agreed to in this instrument.

B. "EMERGENCY MANAGEMENT WORKER" (RESPONDER) - An emergency management worker is defined as anyone possessing special skills, qualifications, training, knowledge and experience in the public or private sectors that would be beneficial to a participating political subdivision in response to a locally declared emergency as defined in any applicable law or ordinance or authorized drill or exercises; and who is requested and/or authorized to respond. Under this definition, an emergency management worker may or may not be required to possess a license, certificate, permit or other official recognition for their expertise in a particular field or area of knowledge. An emergency management worker could include, but is in no way limited to, the following regardless of compensation: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, local emergency debris removal teams, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

C. "VOLUNTEER MEMBER" - An emergency management worker, which is not personally compensated for their local emergency response duties and/or labor performed within the jurisdiction of their residence or employment. As a condition of their appointment as a recognized task force team member, Volunteer

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

Members agree to waive any claim to personal compensation from the responding political subdivision or reimbursement from State EMA.

D. "REQUESTING POLITICAL SUBDIVISION" - The participating political subdivision entity requesting aid in the event of an emergency. Each requesting political subdivision shall coordinate requests for state or federal emergency response assistance through its local EMA director or designee.

E. "ASSISTING POLITICAL SUBDIVISION" - The participating political subdivision entity furnishing equipment, services and/or manpower to the requesting political subdivision.

F. "AUTHORIZED REPRESENTATIVE" - An employee(s) or official of a participating political subdivision authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating political subdivision executing this Agreement shall be attached as Appendix A to the executed copy of the Agreement supplied to the State EMA and shall be updated as needed by each participating political subdivision.

G. "STATE EMA" - Alabama Emergency Management Agency, Clanton, Alabama.

H. "FEMA" - Federal Emergency Management Agency, Washington, D.C.

I. "EMERGENCY" - Any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

J. "DISASTER" - Any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a State of Emergency by the Governor, or a Declaration signed by the President of the United States.

K. "PARTICIPATING POLITICAL SUBDIVISION" - The governmental entity within the borders of the State of Alabama, which executes this Alabama Mutual Aid System Agreement and supplies a complete, executed copy to the State EMA.

L. "NON-PROFIT ORGANIZATION" - A non-profit organization, corporation or other legal entity as defined by state law whose mission is to provide an emergency response function to the general public for no monetary compensation (volunteer) as defined in §6-5-336 Code of Alabama 1975, as amended.

M. "PERIOD OF ASSISTANCE" - The period of time beginning with the departure of any personnel of the Assisting political subdivision from any point for the purpose of traveling to the requesting political subdivision's jurisdiction in order to provide assistance and ending upon the return of all personnel and equipment of the assisting political subdivision, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the requesting political subdivision or the return trip from the requesting political subdivision during which the personnel of the assisting political subdivision are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting political subdivision.

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

N. "WORK OR WORK-RELATED PERIOD" - Any period of time in which either the personnel or equipment of the assisting political subdivision are being used by the requesting political subdivision to provide assistance and for which the requesting political subdivision will reimburse the assisting political subdivision. Specifically included within such period of time are rest breaks when the personnel of the Assisting political subdivision will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

## SECTION 2. RESPONSIBILITIES

It shall be the responsibility of each participating political subdivision with jurisdiction over and responsibility for the local emergency management agency within that certain subdivision to do the following:

- a. Identify potential hazards that could affect the participant using an identification system common to all participating jurisdictions.
- b. Conduct joint planning, intelligence sharing and threat assessment development with contiguous participating political subdivisions and conduct joint training at least biennially.
- c. Identify and inventory the current services, equipment, supplies, personnel and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating political subdivision.
- d. Adopt and put into practice the standardized incident management system approved by the State EMA.

## SECTION 3. PROCEDURES

Requests for assistance under this Agreement shall be limited to emergency public safety events that exceed the resources of the local jurisdiction, thus creating the need for outside assistance. Should a political subdivision exceed available resources within their jurisdiction and/or those resources provided by other political subdivisions or private entities through pre-existing local or regional mutual aid agreements or compacts; then such participating political subdivisions may request mutual aid assistance from the State EMA.

When a participating political subdivision either becomes affected by, or is under imminent threat of, an emergency or disaster, it may invoke emergency related mutual aid assistance by an official request communicated in writing to the State EMA. The official request shall be made by resolution by the appropriate governing body of the participating political subdivision or by an authorized representative(s). The request shall be submitted to the State EMA by the local emergency management director. Such procedures are essential to the continuity and efficiency of operation and compliance is critical. Request for mutual aid assistance under this agreement may be communicated to the State EMA orally, provided such request is reduced to writing, properly executed and transmitted to the State EMA as soon as practical.

### A. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

- When contacted by the State EMA, the governing body of any participating political subdivision agree to assess their government's situation to determine available personnel, equipment and other resources

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

All participating political subdivisions shall render assistance to the extent personnel, equipment and resources are available. Each participating political subdivision agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the appropriate governing body or its authorized representative(s) determines that their participating political subdivision has available personnel, equipment or other resources, they shall so notify the State EMA, and provide the information listed below. The State EMA shall, upon response from sufficient participating parties to meet the needs of the requesting political subdivision, notify the authorized representative of the requesting political subdivision and provide them with the following information, to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the requesting political subdivision;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the requesting political subdivision.

## MISCELLANEOUS PROCEDURES:

*[Refer to the Alabama Mutual Aid System Concept of Operations, (Current Version; AEMA).]*

## SECTION 4. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions.

A. **PERSONNEL** - During the period of assistance, the assisting political subdivision shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The State EMA shall from any available source, reimburse at a rate of 100% the assisting political subdivision for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits, and the pro rata portion of the cost for workman's compensation insurance, as determined by Generally Accepted Accounting Principles (GAAP). State EMA is prohibited from granting reimbursement for overtime payroll costs, unless such compensation is in accordance with payroll policies previously established for normal day to day non-disaster activities. Volunteers, as defined in Section 1, will not be reimbursed for labor performed while participating under this agreement. While providing services to the requesting political subdivision, employees of the assisting political subdivision shall remain as employees of their respective agency while responding to, or performing an emergency mutual aid function on behalf of the State EMA and until which time the emergency management worker is relieved of further emergency mutual aid responsibility by a duly authorized official.

B. **EQUIPMENT** - Unless otherwise agreed to as provided herein, the assisting political subdivision shall be reimbursed by any available source, or by the State EMA, for the use of its equipment during the period of assistance according to the pre-established FEMA hourly rate cost codes, the actual replacement, operation, and

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

maintenance expenses incurred or the rental rate bluebook for construction equipment if approval by the State EMA or FEMA. The assisting political subdivision shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. In the event replacement of equipment becomes necessary, State EMA shall not reimburse any replacement cost(s) incurred above the current fair market value of the equipment at issue. At the request of the assisting political subdivision, fuels, miscellaneous supplies, and minor repairs may be provided by the State EMA, if practical. The total equipment charges to the State EMA shall be reduced by the total value of the fuels, supplies, and repairs furnished by the State EMA and by the amount of any insurance proceeds received by the assisting political subdivision.

C. **MATERIALS AND SUPPLIES** - Unless otherwise agreed to as provided herein, the assisting political subdivision shall be reimbursed for all materials and supplies used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3.B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the assisting political subdivision's personnel. The assisting political subdivision's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the parties may agree that the State EMA will replace, with like kind and quality as determined by the assisting political subdivision, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the State EMA.

D. **RECORD KEEPING** - The assisting political subdivision shall maintain records and submit invoices for reimbursement direct to the State EMA using a format commonly used by the State of Alabama or required by FEMA publications, including 2 CFR Part 200 and applicable Office of Management and Budget Circulars. State EMA finance personnel shall provide information, directions, and assistance for record keeping to assisting political subdivision personnel.

E. **PAYMENT** - The assisting political subdivision shall bill the State EMA for all reimbursable expenses with an itemized invoice as soon as practicable after the expenses are incurred, but not later than forty (40) calendar days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR Part 206. The State EMA shall pay the bill, or advise of any disputed items, not later than forty (40) calendar days following the billing date. Should State EMA fail to reimburse an assisting political subdivision within forty (40) days following the date the political subdivision applies for such reimbursement, such political subdivision shall no longer be required to fulfill the requirements of this agreement until such reimbursement is made by the State EMA. These time frames may be modified by mutual agreement.

F. **PAYMENT BY OR THROUGH THE ALABAMA EMERGENCY MANAGEMENT AGENCY**  
- The State EMA may reimburse the assisting political subdivision for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the State EMA. The assisting political subdivision shall be responsible for making written request to the State EMA for reimbursement of travel and subsistence expenses. The assisting political subdivision's written request should be submitted as soon as possible, not to exceed forty (40) days after expiration of the period of assistance. The State

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

EMA shall provide a written response to said requests within forty (40) days of actual receipt. In the event that an affected jurisdiction requests assistance without forwarding said request through the State EMA, or an assisting political subdivision provides assistance without having been requested by the State EMA to do so, the State EMA shall not be liable for reimbursement of any of the cost(s) of assistance incurred. The State EMA may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the State EMA shall be determined in accordance with 44 CFR 206.228. The State EMA may authorize applications for reimbursement, of eligible costs for the non-federal share portion, from the undeclared disaster portion, of the Governor's Contingency Fund created in accordance with Section 36-13-1 et seq. Code of Alabama (1975) as amended, or by any other legally authorized appropriation or fund. Such applications shall be evaluated pursuant to rules established by the State EMA and may be funded only to the extent of available state or federal funds.

## SECTION 5. INSURANCE

Each participating political subdivision shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a participating political subdivision is insured, its file shall contain a letter from its insurance carrier(s) stating in affect that insurance coverage will follow the employee or volunteer, their vehicles and their agency's liability upon leaving its local jurisdiction. If a participating political subdivision is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Specifically, regarding workman's compensation liability of self-insured parties, evidence of a certificate of self-insurance, with a resolution reflecting such status, and a copy of which must be attached to the executed copy of this Agreement, which is filed with the State EMA. Each Assisting political subdivision shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this agreement. The amount of reimbursement from the State EMA or the requesting political subdivision shall be reduced by the amount of any insurance proceeds to which the assisting political subdivision is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

## SECTION 6. LIABILITY

To the extent permitted by law, including those in accordance with Section 31-9-16 and Section 11-93-2 Code of Alabama (1975) as amended, and without waiving sovereign immunity, or those limitations provided by law, each political subdivision to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this agreement.

## SECTION 7. LENGTH OF TIME FOR EMERGENCY RESPONSE

The duration of response to said state of emergency, declared by the requesting political subdivision, is limited to 72 hours (3) days. It may be extended, if necessary.

# ALABAMA MUTUAL AID SYSTEM

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## SECTION 8. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one (1) year terms unless terminated in writing by the participating political subdivision. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, State EMA, which shall provide copies to all other participating parties. Written notification shall be submitted no later than sixty (60) days prior the requested date of termination.

## SECTION 9. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating political subdivision and upon proper execution hereof.

## SECTION 10. ROLE OF ALABAMA EMERGENCY MANAGEMENT AGENCY

The responsibilities of the State EMA under this Agreement are to: (1) request mutual aid on behalf of a participating political subdivision, under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a requesting political subdivision, pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from the Alabama Department of Finance upon a proclaimed State of Emergency, or from the U.S. Department of Homeland Security, FEMA, and/or all other supporting federal agencies upon a presidential disaster declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of participating political subdivisions with their authorized representative and contact information, and to provide a copy of the listing to each of the participating political subdivisions on an annual basis during the second quarter of the calendar year.

## SECTION 11. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements, or inter-local agreements, pursuant to Section 31-9-9 et seq. Code of Alabama (1975) as amended, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.



# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

## SECTION 12. MISCELLANEOUS:

Capacity - Each political subdivision that has entered into this agreement represents and warrants to the other as follows:

A. That it is a legal government entity duly organized and in good standing pursuant to all applicable laws, rules and regulations. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

B. That to the extent required, each political subdivision has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the political subdivision.

C. That each political subdivision has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the political subdivision to the terms and conditions hereof.

D. That absent fraud, the execution of this agreement by a representative of the political subdivision shall constitute a certification that all such authorizations for execution exist and have been performed and the other political subdivision shall be entitled to rely upon the same.

E. That each political subdivision represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

F. That each political subdivision has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third political subdivision - It is the intent of the parties hereto that there shall be no third political subdivision beneficiaries to this agreement.

Final Integration - This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any political subdivision which is not contained in this Agreement or expressly referred to herein has been relied on by any political subdivision in entering into this Agreement.

Force Majeure - Neither political subdivision to this agreement shall hold the other political subdivision responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other political subdivision's employees, agents or contractors.

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

Amendment in Writing - This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

Binding Effect - This agreement shall bind the parties and successors.

Construction - This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the political subdivision that provided or drafted it.

Mandatory and Permissive - "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws - The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation - No political subdivision to this Agreement may assign its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any political subdivision from its obligations and duties hereunder and such assigning or delegating political subdivision shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver - Non-enforcement of any provision of this agreement by either political subdivision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

IN WITNESS, WHEREOF, the parties set forth below have duly executed this Agreement on the date set forth below:

ATTEST:

LOCAL GOVERNMENT AGENCY

By: \_\_\_\_\_

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

Its: \_\_\_\_\_  
Mayor/County Commissioner

By: [Signature]

Date: 6/20/20

Its: Baldwin Co. Sheriff  
County Sheriff

By: [Signature]

Date: 6/20/20

Its: Baldwin Co. EMA Director  
EMA County Director

ACKNOWLEDGED AND AGREED BY THE ALABAMA EMERGENCY MANAGEMENT AGENCY

\_\_\_\_\_  
Brian E. Hastings, Director

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1321, **Version:** 1

**Item #:** BK2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Zach Hood, EMA Director

**Submitted by:** Scott Wallace, Training & Shelter Coordinator

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### **ITEM TITLE**

Memorandum of Understanding between South Alabama Regional Planning Commission Area Agency on Aging and the Baldwin County Commission (Emergency Management Agency)

### **STAFF RECOMMENDATION**

Approve and authorize a Memorandum of Understanding (MOU) between South Alabama Regional Planning Commission (SARPC) Area Agency on Aging and the Baldwin County Commission Emergency Management Agency. This MOU provides a mechanism for Baldwin County through its EMA and SARPC/AAA to partner and support the citizens of Baldwin County during natural and manmade disaster. This MOU shall become effective upon signature by the authorized official from parties and will remain in effect until modified or terminated by any one of the parties by mutual consent.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** None

**Background:** Baldwin County is a coastal county and is prone to disasters such as hurricanes and other natural or manmade disasters. Baldwin County Emergency Management Agency (EMA) partners with agencies like South Alabama Regional Planning Commission in preparing for, responding to, and recovering from disasters. This MOU provides the broad framework for cooperation and support between the EMA and SARPC/AAA in assisting individuals, families, and communities who have been impacted by disaster. It also provides the descriptions of readiness and response activities, such as planning, training, exercising, and resourcing, and the clarification of roles and responsibilities of the EMA and SARPC/AAA to the community and other agencies.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** None

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

**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?**  
Reviewed by legal

**Reviewed/approved by:** Brad Hicks

**Additional comments:** None

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** None

**If the proof of 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):**

Julie McGee  
Post Office Box 1665  
Mobile, Alabama 36633

Zach Hood  
23100 McAuliffe Drive  
Robertsdale, Alabama 36567

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

Memorandum of Understanding  
Between South Alabama Regional Planning Commission/  
Area Agency on Aging and  
Baldwin County Emergency Management Agency

This Memorandum of Understanding (MOU) set forth the understanding between South AL Regional Planning Commission/Area Agency on Aging and the Baldwin County Commission to coordinate activities in the event of a disaster or emergency.

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define the working relationship between Baldwin County Emergency Management Agency (hereinafter "Baldwin County EMA") and the South Alabama Regional Planning Commission /Area Agency on Aging (hereinafter "SARPC/AAA"), in preparing for, responding to, and recovering from disasters. This MOU provides the broad framework for cooperation and support between the Baldwin County Emergency Management Agency and the SARPC/AAA in assisting individuals, families, and communities who have been impacted by disaster. It also provides the descriptions of readiness and response activities, such as planning, training, exercising, and resourcing, and the clarification of roles and responsibilities of the Baldwin County Emergency Management Agency and the SARPC/AAA to the community and other agencies.

II. Cooperative Actions

While working cooperatively, each party will maintain its own identity, policies, procedures, standard operating guidelines, and financing. Each party will assume liability and medical costs for its personnel.

Baldwin County Emergency Management Agency recognizes the authority assigned to emergency management officials and will share operating plans, priorities, and objectives with the delegated emergency management staff.

SARPC/AAA recognizes that Baldwin County Emergency Management Agency has partner organizations with specialized abilities in assisting communities during and after domestic disasters, and, when activated, authorizes and will support and coordinate with Baldwin County Emergency Management Agency in the execution of these duties.

- a. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of the jurisdiction.
- b. Maintain close coordination, liaison, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees,

planning groups and task forces formed to prepare for, respond to, and recover from disasters and other emergencies.

c. Work together to develop plans and to secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs before, during, and/or after a disaster.

d. During the times of disaster and readiness, keep the public informed of the parties' cooperative efforts through the public information officers of Baldwin County Emergency Management Agency and SARPC/AAA. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Throughout the disaster cycle, share current data regarding disasters, to include risk and hazard impact analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, disaster declarations, and service delivery plans. Actively seek to determine other areas, projects, and services within the scope of Baldwin County Emergency Management Agency and SARPC/AAA where cooperation and support will be mutually beneficial with jointly defined goals and objectives.

### III. Miscellaneous

This MOU does not create a partnership or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty. Entering into this memorandum of understanding does not preclude either party from entering into similar agreements with other parties and does not affect other agreements already in place.

### IV. Duration Term and Termination.

This MOU is at-will and may be modified by mutual consent of authorized officials from the Parties. This MOU shall become effective upon signature by the authorized official from Parties and will remain in effect until modified or terminated by any one of the Parties by mutual consent.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement effective as of the day and year first herein written.

**COUNTY:**

\_\_\_\_\_ / /

Billie Jo Underwood-Chairman Date

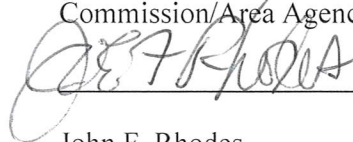
Baldwin County Commission

**ATTEST:**

\_\_\_\_\_  
Wayne Dyess

County Administrator

South AL Regional Planning  
Commission/Area Agency on Aging:

 6/25/20

John F. Rhodes  
Executive Director

Date

SARPC/AAA

STATE OF ALABAMA

COUNTY OF BALDWIN

I, a Notary Public in and for said County, in said State, hereby certify that

\_\_\_\_\_, whose name as Superintendent of the Baldwin County Board of Education and as the duly authorized representative for the School Board is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1316, **Version:** 1

**Item #:** BM1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Cian Harrison, Clerk Treasurer

**Submitted by:** Cian Harrison, Clerk Treasurer

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### **ITEM TITLE**

Wolters Kluwer CCH Accounting Research Manager for Government - Government Library Subscription

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve an online subscription in the amount of \$1,710.27 to Wolters Kluwer for the CCH Accounting Research Manager for Government - Government Library. The subscription is for the time-period beginning on September 1, 2020 and ending on August 31, 2021 with the option to automatically renew the subscription annually; and
- 2) Authorize the Chairman to execute the agreement between Wolters Kluwer and the Baldwin County Commission for the subscription with automatic annual renewal.

### **BACKGROUND INFORMATION**

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

**Background:** Wolters Kluwer is a global provider of professional information, software solutions, and services for Accounting and Law firms. One of their products, CCH Accounting Research Manager, is a complete source of government accounting standards including GASB, GAO, Governmental GAAP and more. It provides information and organizes content in a comprehensive online library with cross references and time-saving examples and illustrations.

The Finance and Accounting Department has previously gathered this information from multiple sources and relied on interpreting new pronouncements internally.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$1,710.27

**Budget line item(s) to be used:** 51700.5409 (Subscriptions)

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

There is no need to create a funding source for the cost of this subscription.

This expenditure is not budgeted in the budget line item referenced above, however there are additional funds available in budget line item 51700.5235 (Computer Software & Maintenance) that needs to be reallocated to cover this cost.

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes, Brad Hicks, County Attorney reviewed.

**Reviewed/approved by:** Reviewed by Brad Hicks, County Attorney

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** No

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

### **FOLLOW UP IMPLEMENTATION**

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

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

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

Administration - please have the Agreement signed by the Chairman and return to Cian Harrison.

Budget Department - please process a budget transfer in the amount of \$2,000 from 51700.5235 (Computer & Software Maintenance) to 51700.5409 (Subscriptions).

Cian Harrison will email the signed documents to Wolters Kluwer and provide payment for the subscription.

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

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## Interpretive

### **Governmental GAAP Guide**

This guide analyzes all of the accounting principles for financial reporting by state and local governments — GASB Statements, GASB Interpretations, GASB and Technical Bulletins. In one comprehensive volume, this impressive guide explains completely the financial accounting and reporting standards that are necessary in preparing the basic external financial statements of a governmental entity, written in plain English and supported by times-saving examples and illustrations.

To facilitate research, major topics in the text are cross-referenced to the pertinent paragraphs of the original pronouncements. Throughout the text "Observations" clarify specific accounting principles.

### **Governmental GAAP Practice Manual**

This manual demonstrates in a detailed manner how a governmental entity can implement the complex

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standards established by GASB-34 and beyond through a worksheet approach. The emphasis of Governmental GAAP Practice Manual is on the process of preparing financial statements.

### **Governmental GAAP Disclosures Manual**

This manual provides real world examples of each of the required disclosures for a governmental entity's financial statements.

### **Knowledge-Based Audits™ of State and Local Governments with Single Audits**

All the latest developments are featured in this updated edition of Knowledge-Based Audits™ of State and Local Governments with Single Audits. This title covers local governments (cities, counties, states), districts (schools, water, fire, utilities, etc.) and addresses compliance and financial statement audits for entities who receive federal funding. It provides all of the necessary workpapers, including:

- KBA documents, which contain steps and procedures required by GAAS, GAGAS, and OMB Circulars
- Audit programs that guide you through related steps and procedures
- Practice aids that help you complete steps or processes outlined in other documents
- Correspondence document templates for engagement letters and confirmation requests
- Auditor's report document templates for a variety of sample auditor's reports on the financial statements, internal control and compliance, as well as other matters over financial reporting, and compliance and internal control over major federal programs

### **Governmental GAAP Update Service**

Keep on top of critical GASB pronouncements and other governmental accounting-related issues. Each issue provides reliable analyses of must-know recently issued pronouncements, including GASB Statements, Interpretations, Exposure Drafts and more.

## **Authoritative**

- **GASB (Governmental Accounting Standards Board)** Statements and Interpretations, Technical Bulletins, Implementation Guides and related proposal stage literature
- **GAO (Government Accountability Office)** Governmental Auditing Standards and Financial Audit Manual
- **OMB (Office of Management and Budgets)** Circulars and Compliance Supplements

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- **CCH® ARM Weekly Summary** — Get weekly summary alerts with the most current developments in financial reporting, conveniently emailed to you at the end of each business week so that you can quickly learn of topics that could affect your company.
- **The ARM Daily News** — Each day our expert staff will choose key accounting, auditing, international, regulatory (e.g., SEC) and governmental news that may affect your organization, and

bring them directly to your desktop by email.

- **A Closer Look** — A thought-leading whitepaper series that offers a discussion of a current hot topic in accounting or auditing. These are published several times a year.

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Wolters Kluwer

When you have to be right



**Order for: BALDWIN COUNTY GOVERNMENT**

**Account #:**  
**SFDC Account #: 0000542505**  
**Quote ID:Q-00389353**

**Shipping Address**

Cian Harrison  
175 Courthouse Square  
Bav Minette. AL 36507

**Billing Address**

Cian Harrison  
175 Courthouse Square  
Bav Minette. AL 36507

**Subscription Dates: Start: 9/1/2020 End: 8/31/2021**



### Order Detail

Qty.	Material ID:	Product Name:	List Price:	Discount:	Net Price	Total Price:
1	10034093	ACCOUNTING RESEARCH MANAGER: GOVERNMENT LIBRARY (3r)	1,839.00	7%	\$1,710.27	\$1,710.27
Totals:					\$ 1,710.27	

**Order Total: \$ 1,710.27**



### **Auto-Renewal Program**

By enrolling your product(s) in our Automatic Subscription Renewal Program, subscriptions automatically renew at the end of the term without any further action on your part, until you cancel.

For each renewal you will be invoiced at the then current subscription price (subject to increase every year) and applicable sales tax and shipping and handling.

Should you decide for any reason that you no longer wish to be enrolled in the automatic renewal program, or you did not intend to enroll, you may cancel your participation in this program at any time. You can cancel by calling Customer Service at 800-344-3734, or by emailing [CCHCustomerService@wolterskluwer.com](mailto:CCHCustomerService@wolterskluwer.com).

Enrolling a subscription product under our automatic renewal program does not affect our cancellation policy which you can find at: <http://support.cch.com/Answers>

**Yes, please enroll me in this program.**

**No, not at this time.**

**Signature:**

**Date:**

### **Accepted and Agreed:**

You or Your refers to the customer identified in this Standard Research Agreement ("Agreement"). The products being subscribed to under this Agreement ("Products") are delivered via a CCH online research platform ("Electronic Platform") and their use is also subject to the terms and conditions set forth within the Electronic Platform (the "CCH Online Agreement") and which terms are incorporated in this agreement by reference. *If the Electronic Platform is CCH® IntelliConnect®, or CCH® AnswerConnect, the CCH Online Agreement can be found at [http://researchhelp.cch.com/License\\_Agreement.htm](http://researchhelp.cch.com/License_Agreement.htm).*

- . Any conflict between the terms of the CCH Online Agreement and this Agreement shall be resolved in favor of this Agreement.
1. Your subscription to the Products shall begin on the latter of (i) your delivery of this Agreement signed as provided below on your behalf and accepted by an authorized representative of CCH and (ii) the first day of the Subscription Period set forth above. There is no trial period beyond the start date for the subscriptions under this Agreement.
  2. Notwithstanding any provision to the contrary in the CCH Online Agreement, the Subscription Period is NON-CANCELLABLE and any termination of this Agreement by Customer without CCH's prior written consent prior to the expiration of the Subscription Period will result in Customer being responsible for the remaining balance of the Total Price set forth above. Sales tax will be added as applicable. Payment for the Subscription Period is due within the number of days specified in Payment Terms, notwithstanding any contrary payment terms in any invoice. Any payments in excess of \$10,000 may only be made by check, ACH or wire transfer. CCH shall have the right to terminate Customer's access to the Products if Customer fails to pay the applicable subscription fees when due, in addition to any other remedies available to CCH.
  3. Subsequent Merger or Acquisition. Customer shall promptly notify CCH in the event Customer has any material merger of acquisition and Customer and CCH will reasonably cooperate with one another to re-evaluate the new combined Product needs of Customer and determine any necessary or appropriate modifications to this Agreement. In the event that Customer merges with or acquires a current customer of the Electronic Platform (hereinafter "Current CCH Tax Customer"):
    - a. The Current CCH Tax Customer's agreement will continue unaffected through the end of the then-current year of the term of the Current CCH Tax Customer's agreement ("End Date"); and
    - b. Customer and CCH will re-evaluate the new combined needs and implement any changes effective following the End Date.
  4. Customer's signature below indicates acceptance of the special terms and conditions of this agreement, as set forth above and on continuation sheet, if applicable. This Agreement is subject to acceptance by an authorized representative of CCH. Any additions, deletions or other modifications to this Agreement, including without limitation, to the number or type of Products under this Agreement and/or the number of users set forth herein, must be negotiated with an authorized CCH representative, and may require a new Agreement.

**Signature:**

**Date:**

**IN THIS AGREEMENT, THE WORDS "YOU", "YOUR" AND "USER" MEAN THE COMPANY PROCURING THE ACCOUNTING RESEARCH MANAGER INFORMATION DATABASE. "CCH", "WE", "US" AND "OUR" MEAN CCH INCORPORATED, A WOLTERS KLUWER COMPANY.**

**YOU UNDERSTAND AND ACKNOWLEDGE THAT CCH MAY MODIFY OR CHANGE THE TERMS AND CONDITIONS SET FORTH HEREIN BY POSTING SUCH MODIFICATIONS AND CHANGES ONLINE.**

#### **1. Services**

This Agreement between You and CCH governs Your (and Your employees) access to and use of the CCH Accounting Research Manager information database(s) ("Database") and related content, features or services that are accessed over the Internet or through the use of a CD-ROM ("Services").

## 2. Authorized Users

**A. AUTHORIZED USERS, CONCURRENT SUBSCRIPTIONS.** Provided that You are otherwise in compliance with this Agreement, You can identify those of Your employees who shall be permitted access to the Services ("Authorized Users"). In addition, You are responsible for ensuring that only Authorized Users access the Services. You and CCH shall agree, in writing, on the number of subscriptions with access to the Database at the same time ("Concurrent Subscriptions"). For example, if You have twenty (20) Authorized Users and You acquire ten (10) Concurrent Subscriptions, all Authorized Users may access the Service at some time, but only ten (10) Authorized Users may access the Service at the same time. We (along with Our third party grantors ("Grantors")) retain control and ownership of the form and content of the Services. However, the form and the content of the Services may be revised from time to time. Any rights with respect to the Services and the Database not expressly granted herein are reserved to Us or Our Grantor(s). Your employees shall not be granted access to the Services until You have accepted this Agreement in accordance with Section 7(A) of this Agreement.

**B. CHANGING AUTHORIZED USERS, CHANGING THE NUMBER OF CONCURRENT SUBSCRIPTIONS.** Provided You are otherwise in compliance with this Agreement, and Your subscription profile meets certain criteria designated by Us, You shall be entitled to maintain Your Authorized Users at a web site available to You. Provided You are otherwise in compliance with this Agreement, and your subscription profile does not meet certain criteria designated by Us, You shall be entitled to request changes to Your Authorized Users by providing Us with notice of any desired changes. Provided You are otherwise in compliance with this Agreement and We do not object within a reasonable time after receiving Your notice thereof, You may increase the number of Concurrent Subscriptions during the Service period by (i) providing Us with notice of any desired changes, and (ii) making timely payment of any additional fees or other amounts due to such change. Prior to each renewal period (as described in this Agreement), You may request to change the number of Concurrent Subscriptions for such renewal period. If requested by Us, You shall provide Us with a confirmation of the number and names of the individuals who You have granted access as Authorized Users.

## C. USAGE REQUIREMENTS AND UNDERSTANDINGS.

(i). Your employees may only use the Services on workstations, personal computers, or local area networks that You own or otherwise control, and only for Your internal business purposes. Your employees may not, in the aggregate, reproduce more than ten (10) copies of a particular document retrieved from the Database in printed form for Your internal use. Your employees may not publish, license, sell, transfer, modify, copy, display or distribute any portion of the Database, except as expressly provided in this Agreement, or change, delete or obscure any copyright notice, disclaimer, warning or other notice. Your employees may not use materials copyrighted by the Financial Accounting Standards Board, or Financial Accounting Foundation, in any college, university or post-secondary academic courses. Data, files, software or tools downloaded or otherwise obtained or available through access to or use of the Services may not be reverse engineered or otherwise tampered with. You hereby assign (and shall cause Your employee(s) to assign) to Us all rights and interests (including copyrights) You (or Your employee(s)) might have or obtain in any material resulting from a violation of this paragraph or this Agreement.

(ii). You shall be responsible for all access to and use of the Services through Your account, I.D.s or password(s). You agree to supervise and safeguard Your computer equipment, I.D.s, password(s) and account information to prevent usage by anyone except Authorized Users. You may permit certain third parties who are performing services for You and who are not Authorized Users, to access to the Database solely to fulfill its services for You provided that such third parties execute a non-disclosure agreement that is satisfactory to Us. You agree to comply with all applicable laws, rules, regulations, orders and legal obligations in connection with use of the Services, or this Agreement.

(iii). Any alternative methods available for accessing the Database (a CD-ROM, for example) will be provided to You in separate product information sheets. If Your access of the Services is using a method other than over the Internet, We reserve the right to modify the method, timing and other details of distribution of the Database or any updates or related materials. You shall be responsible for furnishing and maintaining the software, equipment, network connectivity and access and other resources as may be necessary from time to time to use the Database. Information about such software, equipment, network connectivity etc. will be published on the Web site <http://new.accountingresearchmanager.com> or will otherwise be provided to You in separate information sheets. In the event that We provide software, equipment or other tools related to use of the Database or compliance with this Agreement, You agree to install and/or use same in accordance with Our reasonable requests or instructions.

### **3. Confidentiality**

You acknowledge that the Services that We are providing to You and the Database to which You have access contain Our and/or Grantors proprietary and confidential information. You agree to hold the Database (including all its contents) in confidence and take all reasonable precautions to safeguard it from disclosure to, or reproduction or use by, third-parties, except as otherwise permitted by this Agreement, and from any other use not authorized by this Agreement. You further acknowledge that the Services and the Database are sold to You on the basis of how many Concurrent Subscriptions may concurrently access the Service. You shall ensure that Your Authorized Users shall not share user I.D.s and/or passwords with third parties not employed within Your organization.

### **4. Party Responsibilities; Third-Parties**

#### **A. INDEMNIFICATION BY CCH.**

We shall indemnify and hold You harmless from and against any claim, liability or expense (including, but not limited to, reasonable attorneys fees) that You incur arising out of the alleged infringement of the copyright or proprietary right of any third party. We shall not indemnify You however, if the claim of infringement results from: (1) Your or Your employees misuse or modification of the Database or the Service; (2) Your failure to use the corrections or enhancements that We made available to You, and such use would have prevented, cured or substantially reduced the infringement alleged; (3) Your or Your employees use of the Database or the Service in combination with any product or information not owned or developed by Us, and where such use caused or substantially contributed to the infringement alleged; (4) Your or Your employees distribution, marketing or use of the Database or the Service for the benefit of third parties; or (5) Your or Your employees conduct in breach of this Agreement. The foregoing commitments relating to indemnity are provided on the condition that You: (X) promptly notify Us in writing upon receiving notice or information of any claim or action to which such indemnification obligations might reasonably apply; (Y) provide Us with Your full cooperation and assistance in connection with the defense of any relevant claim or action and (Z) immediately upon request turn over to Us full control of the defense of any relevant claim or action. We shall not be responsible for any settlement or other agreement made by You without Our consent. If in Our opinion an infringement claim is likely or if We settle a claim or if Your continued use of the Database is enjoined by reason of infringement of one of the rights described above, We will (at Our option and expense) promptly either (a) procure the right for You and Your employees to continue using the Database and the Service, (b) replace the Database (and/or the Service) with a noninfringing equivalent, (c) modify the Database (and/or the Service) to make it noninfringing or (d) accept return of the Database and the Service and refund to You the fees that You have paid to Us for the Service less a reasonable amount for Your use of the Service up to the time of return. The foregoing constitutes Your sole and exclusive remedy and Our entire liability with respect to infringement.

#### **B. INDEMNIFICATION BY YOU.**

You acknowledge that Our Grantors hold proprietary rights in portions of the Database and that Your failure to comply with this Agreement will be a material breach of this Agreement and may cause Us to breach Our related agreements with such Grantors. Further, You agree that use of the Services is not intended to replace Your professional diligence, skills or judgment, nor that of Your advisors, representatives, directors, officers, agents or employees. You further agree that You are solely responsible for use of the Services and for all consequences of such use. You shall indemnify and hold Us harmless from any claim, liability or expense (including, but not limited to, reasonable attorney's fees) that We incur arising out of Your breach of the terms of this Agreement or use of the Services and/or the Database.

## **5. Charges and Payment**

You shall be charged a subscription fee based upon the number of Concurrent Subscriptions entitled to access the Database at the same time. You shall instruct Us regarding how many Concurrent Subscriptions shall be entitled to access the Database and We shall confirm, in writing or electronically, through an invoice, said number of Concurrent Subscriptions with You. Your failure to object to the number of Concurrent Subscriptions set forth in invoices for the initial term and any renewal terms shall be deemed Your confirmation of the number of Concurrent Subscriptions. The subscription fee will be published on the Web site <http://new.accountingresearchmanager.com> Payment in full of the fees and charges incurred in connection with Your account shall be due and payable no later than 30 days of the date of invoice. Interest on any payment or part thereof past due over 30 days shall accrue at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower. All fees and charges are non-refundable, regardless of any termination hereof, except as otherwise provided in under this Agreement. If requested by You, and accepted by Us, We reserve the right to charge You (at Our then-current rates) for any requested assistance that We provide to You in connection with the Services. You are responsible for any communications charges or surcharges incurred while using any data carrier, telecommunications provider, Internet or online service provider, network or other services in connection with access to or use of the Services.

## **6. No Warranties; Not Professional Services Or Advice; Limitation of Liability**

THE SERVICES AND THE DATABASE ARE MADE AVAILABLE ON AN AS IS AND AS AVAILABLE BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY SORT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR DUTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, PERFORMANCE OR FREEDOM FROM ERRORS OR UNINTERRUPTED USE. THIS APPLIES TO ANY AND ALL COPIES OF THE DATABASE, INCLUDING ALL VERSIONS OR UPDATES THEREOF, AND TO ANY RELATED DATA, SERVICES, ADVICE OR MATERIALS.

YOU ACKNOWLEDGE THAT WE ARE NOT WARRANTING THAT ACCESS TO OR USAGE OF THE SERVICES AND THE DATABASE WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORKS AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH WE WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS WE DEEM APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

FURTHER, YOU ACKNOWLEDGE THAT THE SERVICES DO NOT SUBSTITUTE FOR PROFESSIONAL ADVICE. YOU UNDERSTAND THAT SOME LAWS, REGULATIONS, GUIDELINES AND OTHER MATTERS ADDRESSED IN THE DATABASE ARE SUBJECT TO INTERPRETATION AND THAT YOU SHALL BE SOLELY RESPONSIBLE FOR, AND WAIVE ANY CLAIM AGAINST US AND GRANTOR(S) FOR, ANY AND ALL LOSS, DAMAGE AND EXPENSE (OR CLAIM THEREOF) RESULTING FROM YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT YOUR BUSINESS OR REPORTING SITUATION(S) MAY NOT BE SUITED TO THE CONTENTS OF THE DATABASE, THAT INDEPENDENT PROFESSIONAL JUDGMENT, ANALYSIS AND ADVICE MUST BE APPLIED TO ANY USE OF THE SERVICES, AND THAT YOU ARE ENCOURAGED TO SEEK PROFESSIONAL ADVICE WITH RESPECT TO ANY APPLICATION OF

THE SERVICES TO ACTUAL BUSINESS OR REPORTING MATTERS OR SITUATIONS. YOU AGREE THAT THE AVAILABILITY OF THE SERVICES SHALL NOT BE CONSTRUED AS A RENDERING OF ANY TAX, LEGAL, ATTEST, ACCOUNTING, AUDITING OR OTHER PROFESSIONAL SERVICES OR ADVICE.

In no event shall We be liable in an amount that exceeds the subscription fees that You have paid to Us for the Services during the calendar year in which the first claim alleging liability hereunder occurred. Further, We shall not be liable for any consequential, incidental, indirect, special or punitive damage, loss, or expense, including damage, loss or expense for lost profits, business interruption or lost revenue or business opportunity, related to the Services, the Database, or this Agreement, even if We have been advised of the possibility or likelihood of such damages. These limitations shall apply in full regardless of the theory of relief asserted (including all forms of negligence) and regardless of any assertion that a remedy has failed of its essential purpose.

You understand and agree that the provisions of this Section 6 are for the benefit of CCH and their Grantors, and their respective directors, officers, partners, representatives, employees and agents.

## **7. Term and Termination**

**A. TRIAL PERIOD.** This Agreement shall govern Your use of the Services for the Trial Period. You shall be entitled to access the Services, without an obligation to pay the subscription fee, for a trial review period designated by Us following the date that You agree to accept the terms of this Agreement ("Trial Period"). If You desire to continue the Services after the expiration of the Trial Period, You must expressly notify Us by facsimile or by e-mail. If You do not notify Us that You desire to continue the Services, Your access to the Services shall terminate.<

**B. TERM.** If You notify Us that You desire to continue the Services in the manner set forth in Section 7.A. above, this Agreement shall continue in full force and effect for the 12-month period (or additional 12 month increments if You request) ("Service Period") following the date that the Trial Period expires ("Accept Date"). Prior to the end of the Service Period, We will provide You with notification of the subscription fee for the upcoming renewal period. This Agreement shall be deemed automatically renewed for a 12-month period upon each anniversary of the Accept Date and at the prices communicated to You or in existence upon each such renewal. You may elect to terminate an automatic renewal by providing Us with written notice within the first 30 days of such automatic renewal service period.

**C. TERMINATION.** We may terminate this Agreement at any time by giving You (10) days prior written notice of such termination. You may terminate this agreement as described in sections 7.A. and 7.B. Upon the termination of this Agreement, You shall provide Us with written certification stating that You have (i) discontinued use of Services, (ii) deleted the Database materials from Your computers, storage devices and systems and (iii) destroyed or returned all copies and derivatives of the Database and all associated versions, updates, materials, data and documentation related to the Services to Us.

**D. SURVIVAL.** All terms and conditions set forth in this Agreement that by their nature would survive termination or expiration of this Agreement, including but not limited to those related to confidentiality, limitation of liability, indemnification, disclaimers of warranties and proprietary rights in connection with the Database shall survive the termination or expiration of this Agreement.

## **8. Assignability**

You may not assign this Agreement (including, but not limited by operation of law), nor any of Your rights, duties or obligations to any other party. Notwithstanding the foregoing, upon thirty (30) days prior written notice to Us, You may assign this Agreement to any entity which acquires all or substantially all of Your assets or capital stock. We may assign this Agreement or any of Our rights, duties and/or obligations hereunder. Further, We may, in Our sole discretion, extend the rights and protections of CCH under this Agreement to any of the subsidiaries or affiliates of Wolters Kluwer to the extent that they are involved with the performance of this Agreement.

## **9. General**

**A. WAIVER.** The waiver or failure by either party to claim a breach of any provision herein shall not be a waiver of any other provision or subsequent breach of the same provision.

**B. SEVERABILITY.** If any term herein is declared to be void or unenforceable by a tribunal of competent jurisdiction, the validity, legality and enforce ability of the remaining terms and conditions shall remain in full force and effect.

**C. FORCE MAJEURE.** Neither party shall be liable for any delay or failure of performance which is due to causes beyond its reasonable control.

**D. TAXES.** In addition to and separate from any subscription fees, You agree to be responsible for any sales, use, license, transaction or other taxes (excluding taxes based upon Our net income) based on this Agreement or the Services provided herein.

**E. CHOICE OF LAW; TIME FOR BRINGING CLAIMS.** This Agreement shall be governed by the laws of the United States of America and of the State of Illinois, without giving effect to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. This Agreement is set forth in the English language for the mutual convenience and benefit of the parties. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Chicago, Illinois and must be instituted within one year after the facts giving rise to the claim or cause of action were (or should have been) known, or it is barred.

**Signature:**

**Date:**





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1319, **Version:** 1

**Item #:** BN1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Troy A. Smith, Engineering Tech II

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### **ITEM TITLE**

Speed Limit on Jimmy Faulkner Drive

### **STAFF RECOMMENDATION**

Approve a request by the City of Spanish Fort to lower the speed limit on Jimmy Faulkner Drive from 55 MPH to 45 MPH between 0.04 miles north of Tanager Lane to 0.36 miles south of D'Olive Road (County maintained portion).

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

February 19, 2013 - The Baldwin County Commission established three speed zones on Jimmy Faulkner Drive: 35 MPH from US Highway 31 to 500 feet north of Plaza De Toro Drive, 45 MPH from 500 feet north of Plaza De Toro Drive to 500 feet north of Alder Drive, and 55 MPH from 500 feet north of Alder Drive to Bromley Road.

**Background:** The City of Spanish Fort has requested the County's assistance to lower the current 55 MPH speed limit on Jimmy Faulkner Drive. This request is based on recent development along Jimmy Faulkner Drive that includes several new subdivisions and a soccer complex that has recently been constructed. Spanish Fort Middle School is also located along this section of Jimmy Faulkner Drive. This recommendation will apply to the 0.5-mile portion of Jimmy Faulkner Drive that is maintained by Baldwin County. The remainder of this section is within the city limits of Spanish Fort and per State Law the City would be responsible for adjustments to their portion.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administrative Staff, Traffic Operations Manager

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

Administrative Staff to prepare letters of notification to Frank Lundy, Tyler Mitchell, Pete Peterson, Troy Smith, Alabama Law Enforcement Agency, Baldwin County Sheriff's Office and Spanish Fort Police Department. Traffic Operations Manager will schedule placement of signs.

**CONTACTS:**

Sgt John Bogle  
Alabama Law Enforcement Agency  
3402 Demotropolis Road  
Mobile, Alabama 36693

Chief John Barber  
Spanish Fort Police Department  
30500 State Highway 181  
Suite 618  
Spanish Fort, Alabama 36527

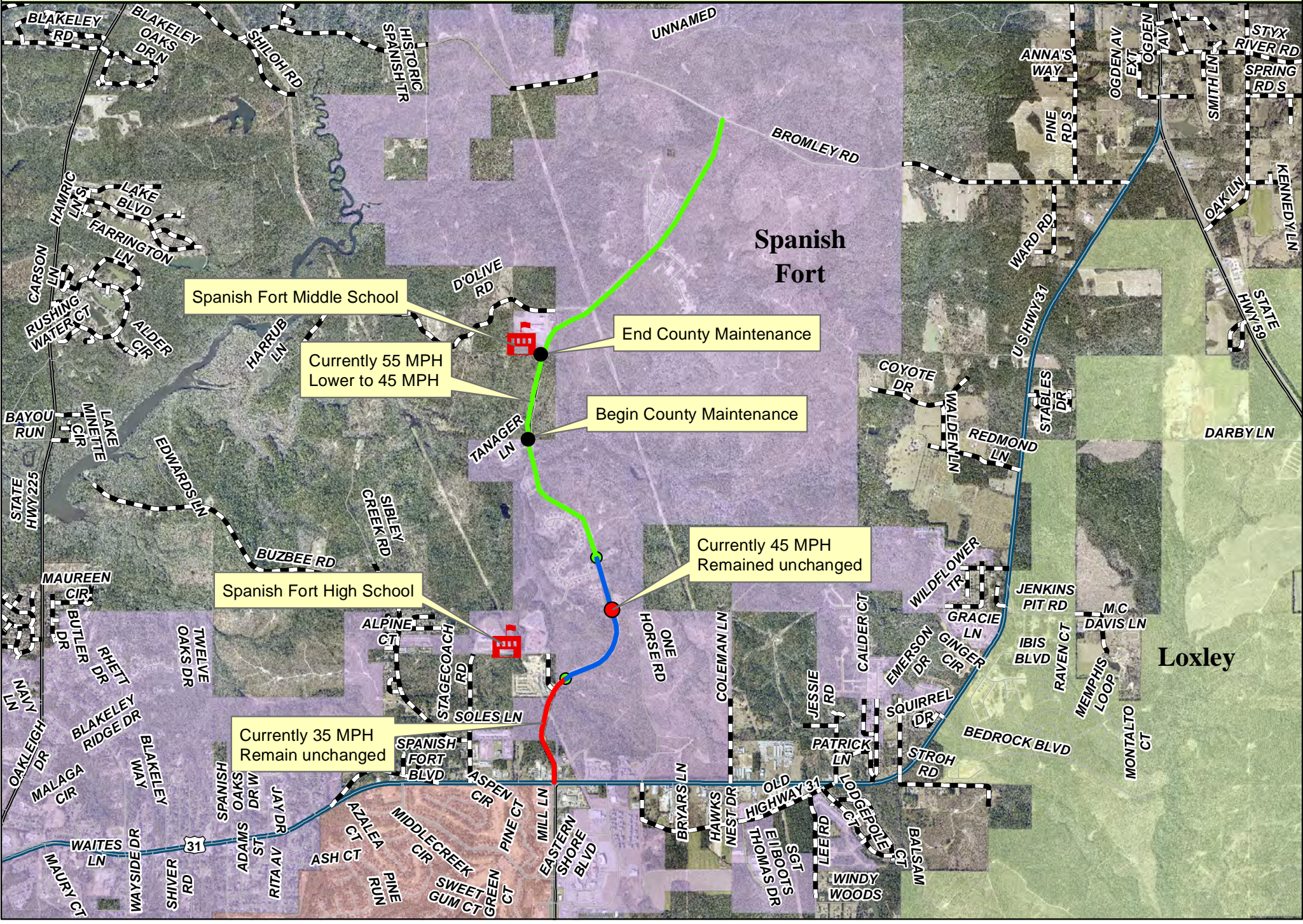
Sheriff Hoss Mack  
Baldwin County Sheriff's Office  
310 Hand Avenue  
Bay Minette, Alabama 36507

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





# JIMMY FAULKNER DRIVE SPEED LIMIT







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1342, **Version:** 1

**Item #:** BQ1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Baldwin Regional Area Transit System Department - Position Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Abolish the full-time Bus Driver position (PID #5185); and
- 2) Create one (1) part-time Bus Driver position (PID #TBD) (grade G range: \$12.967 - \$21.265 per hour); and
- 3) Create one (1) part-time Non-CDL Bus Driver position (PID #TBD) (grade F range: \$11.810 - \$19.350 per hour); and
- 4) Approve the updated organizational chart for the BRATS Department.

### **BACKGROUND INFORMATION**

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

**Background:** In an effort to re-organize the BRATS Department, the Director of Transportation respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$5,458.72 above budgeted amount

**Budget line item(s) to be used:** 51935.5113

**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

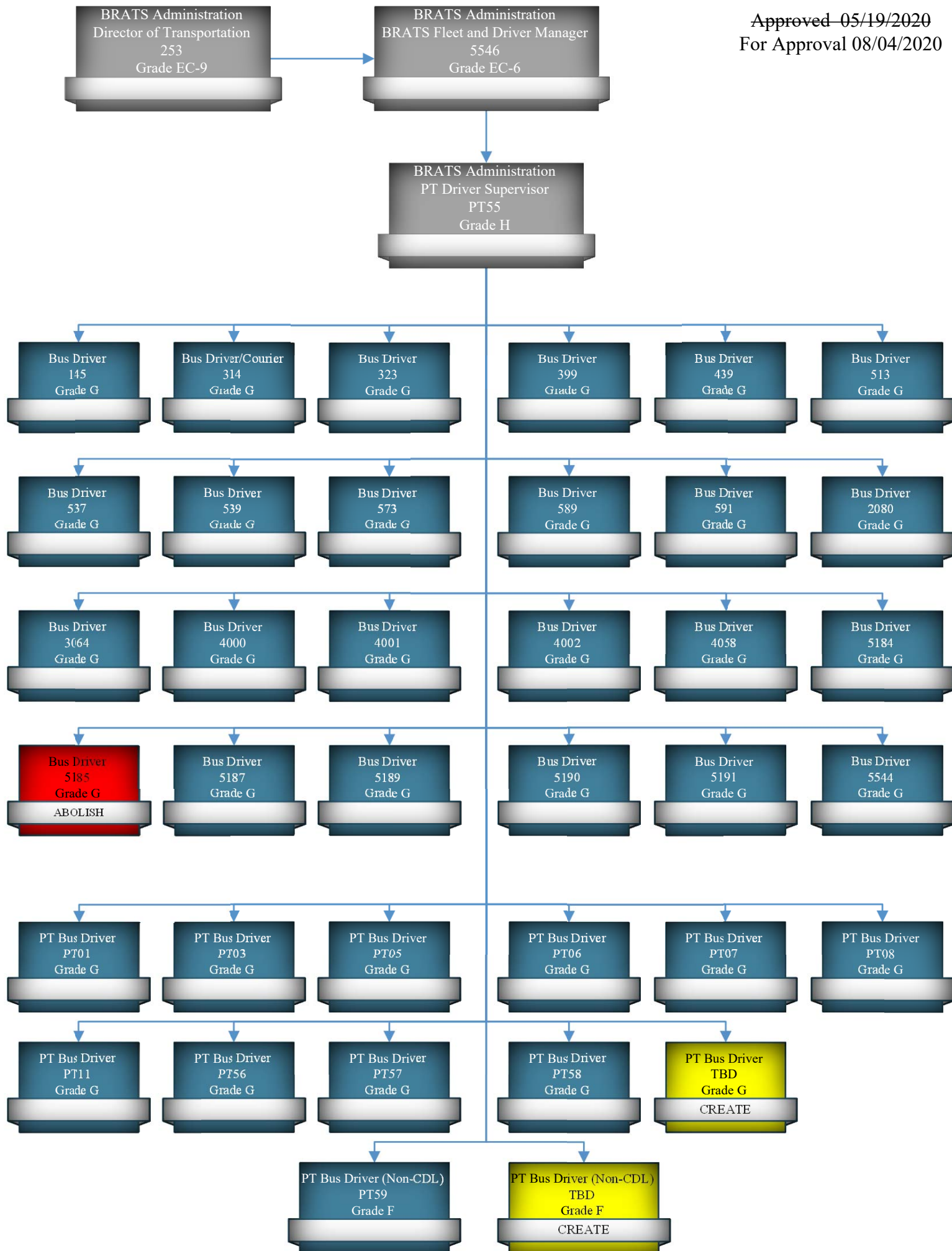
**FOLLOW UP IMPLEMENTATION**

**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

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**File #:** 20-1346, **Version:** 1

**Item #:** BQ2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Highway Department (Foley) - Personnel Changes

### **STAFF RECOMMENDATION**

Approve the promotion of Charles Crawford from the Operator Technician I position (PID #638) grade G-03 (\$13.962 per hour / \$29,040.96 annually) to fill the open Operator Technician II position (PID #344) at a grade H-02 (\$14.967 per hour / \$31,131.36 annually) to be effective no sooner than August 17, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Operator Technician II position was vacated in June 2020 due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$31,131.36 - 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**

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1347, **Version:** 1

**Item #:** BQ3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Highway Department (Silverhill) - Personnel Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the promotion of Ian Hantz from the Laborer position (PID #927) grade E-EL (\$10.781 per hour / \$22,242.48 annually) to fill the open Operator Technician I position (PID #684) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 2) Approve the promotion of Donell Mathieu from the Laborer position (PID #5488) grade E-EL (\$10.781 per hour / \$22,242.48 annually) to fill the open Operator Technician I position (PID #675) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 3) Approve the promotion of Devin Sellers from the Laborer position (PID #5491) grade E-EL (\$10.781 per hour / \$22,242.48 annually) to fill the open Operator Technician II position (PID #895) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually).

These actions will be effective no sooner than August 17, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Operator Technician positions were vacated in May/June 2020 due to the promotion of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$83,574.40 - budgeted

**Budget line item(s) to be used:** 53112.5113

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1345, **Version:** 1

**Item #:** BQ4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Madison Steele, Horticulturist

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Parks Department - Employment of Two (2) Landscape Technician I Positions

### **STAFF RECOMMENDATION**

Take the following actions:

1) Approve the employment of C. Levi Stacey to fill the open Landscape Technician I position (PID #1089) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually); and

2) Approve the employment of Blake Perry to fill the open Landscape Technician I position (PID #5139) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually).

These actions will be effective no sooner than August 20, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Landscape Technician I positions were vacated due to the resignation of the previous employees. The County Administrator respectfully requests the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$53,942.72 - budgeted

**Budget line item(s) to be used:** 57200P.5113

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

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel

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

N/A

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1341, **Version:** 1

**Item #:** BQ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Ron Ballard, JDC Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Juvenile Detention Center - Request for Leave of Absence

### **STAFF RECOMMENDATION**

At the request of the Juvenile Detention Center (JDC) Director, approve a Leave of Absence for employee #191525 beginning July 28, 2020, for up to a 3-month period as outlined in the Baldwin County Employee Handbook, Section IV.I. "If an employee exhausts all of his or her annual, sick and FMLA leave and still needs additional time off for personal or health reasons, he or she may apply for an unpaid leave of absence for a period of up to three (3) months. The request for leave must be given to the employee's supervisor and Appointed Department Head at least thirty (30) days prior to the start of the requested leave date unless the leave is an emergency. Any request for leave of absences must be approved or denied by the County Commission."

### **BACKGROUND INFORMATION**

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

**Background:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1340, **Version:** 1

**Item #:** BQ6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Revenue Commission - Request for Leave of Absence

### **STAFF RECOMMENDATION**

At the request of the Revenue Commissioner, approve a Leave of Absence for employee #191750 beginning July 16, 2020, for up to a 3-month period as outlined in the Baldwin County Employee Handbook, Section IV.I. "If an employee exhausts all of his or her annual, sick and FMLA leave and still needs additional time off for personal or health reasons, he or she may apply for an unpaid leave of absence for a period of up to three (3) months. The request for leave must be given to the employee's supervisor and Appointed Department Head at least thirty (30) days prior to the start of the requested leave date unless the leave is an emergency. Any request for leave of absences must be approved or denied by the County Commission."

### **BACKGROUND INFORMATION**

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

**Background:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1343, **Version:** 1

**Item #:** BQ7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Ron Cink, Budget Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Sales, Use, and License Tax Department - Employment of One (1) Deputy License Inspector I Position

### **STAFF RECOMMENDATION**

Approve the employment of Anthony Austin to fill the open Deputy License Inspector I position (PID #5532) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually) to be effective no sooner than August 10, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Deputy License Inspector I position was newly created in February 2020. The Budget Director respectfully requests the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$32,508.32 - budgeted

**Budget line item(s) to be used:** 51750.5113

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

### **LEGAL IMPACT**

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

**Reviewed/approved by: N/A**

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up: Personnel**

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1344, **Version:** 1

**Item #:** BQ8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director  
Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Solid Waste Department - Personnel Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the employment of Tyler Haigler to fill the open Landfill Equipment Operator II position (PID #1049) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually) at the Solid Waste Magnolia Landfill (54300); and
- 2) Approve the employment of Odell Williams to fill the open Landfill Equipment Operator II position (PID #5452) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually) at the Solid Waste Eastfork Landfill (54331); and
- 3) Approve the employment of Matthew Silkwood to fill the open Landfill Equipment Operator IV position (PID #376) at a grade J-EL (\$17.176 per hour / \$35,726.08 annually) at the Solid Waste McBride Landfill (54330); and
- 4) Approve the employment of Michelle Martinez to fill the open Billing Account Specialist I position (PID #1018) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually at the Solid Waste Collections Administration (54801).

These actions will be effective no sooner than August 10, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Development and Environmental Director respectfully requests that the above recommendations are approved.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$121,960.80 - budgeted

**Budget line item(s) to be used:** 54300.5113, 54330.5113, 54331.5113, 54801.5113

**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

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**File #:** 20-1350, **Version:** 1

**Item #:** BR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

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### **ITEM TITLE**

Proposed Planning (Zoning) District 11

### **STAFF RECOMMENDATION**

Approve the boundaries for the proposed Planning District to be known as Planning (Zoning) District 11.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** July 7, 2020

**Background:** The Planning and Zoning staff has recently had discussions with citizens residing in an area north of the Town of Magnolia Springs and north of Planning District 20, pertaining to the formation of a new Planning (Zoning) District and the request for a referendum for Planning and Zoning purposes. The area in question is located in southern portions Planning District 14 and Planning District 18. If approved, the new district would be known as Planning District 11. A map showing the boundaries of the proposed district is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found at Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and are listed as follows:

- 1.) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district.
- 2.) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff has received this information.
- 3.) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning, zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.



4.) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt, the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified.

5.) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years.

At this time, the Planning and Zoning staff respectfully requests the approval of the boundaries for Planning (Zoning) District 11 as shown on the attached map. If approved staff will send copies of the petition forms to the parties requesting the zoning referendum.

### **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 Office

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

Send letter to the parties requesting the zoning referendum that Planning (Zoning) District 11 has been approved and is acceptable for planning, zoning and voting purposes. The letter should be sent to the following:

Kristin and Hadley Weaver  
P.O. Box 278  
Magnolia Springs, Alabama 36555

**Additional instructions/notes:** Planning and Zoning Department - Provide petition forms to the parties seeking a zoning referendum.

June 23, 2020

Baldwin County Commission  
Honorable James E. "Jeb" Bell, District 1  
Honorable Joe Davis, III, District 2  
Honorable Billie Jo Underwood, District 3  
Honorable Charles F. "Skip" Gruber, District 4

Dear Commissioners,

We are writing on behalf of a group residents who wish to establish a new planning district in Baldwin County. We intend to petition for the formation of the planning district, based on Title 45, Chapter 2, Article 26, Part 2 and Subpart 1 of the Code Of Alabama. We have discussed proposed boundaries with the County Planning Department, and have attached map delineating the proposed boundaries.

We look forward to the opportunity of working with you and the Planning Department in the formation of the new proposed district.

Sincerely,

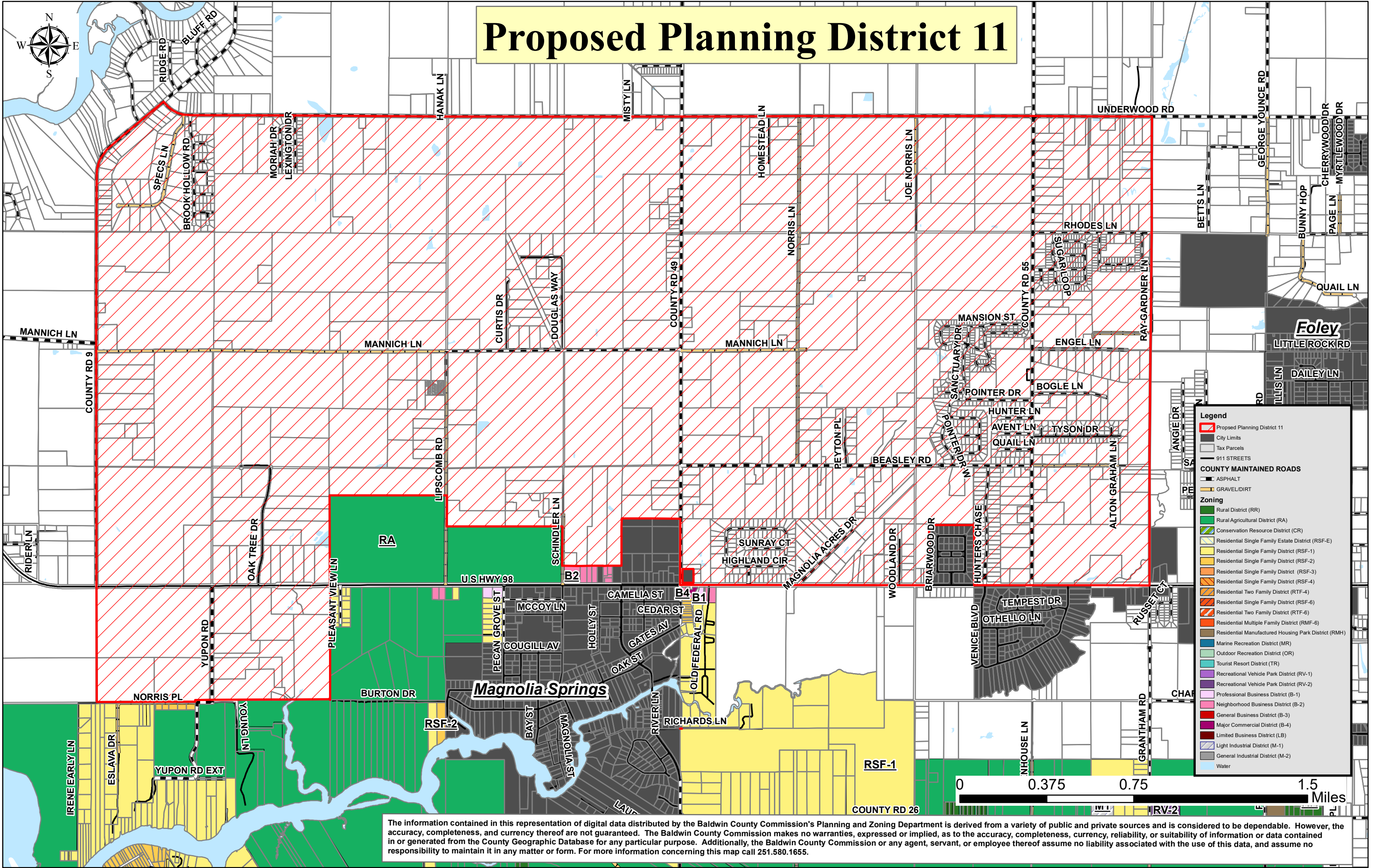
Kristin and Hadley Weaver  
15381 Beasley Road  
Foley, AL 36535

Mailing Address

P O Box 278  
Magnolia Springs, AL 36555

/Attachment

# Proposed Planning District 11



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.

## **Laws & Legal Resources.**

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# **2019 Code of Alabama**

## **Title 45 - Local Laws.**

### **Chapter 2 - Baldwin County.**

#### **Article 26 - Zoning and Planning.**

##### **Part 2 - Planning and Zoning Commission.**

##### **Division 1 - Establishment.**

#### **Section 45-2-261.07 - Procedure for exercising jurisdiction in each district.**

**Universal Citation:** AL Code § 45-2-261.07 (2019)

#### **Section 45-2-261.07**

##### **Procedure for exercising jurisdiction in each district.**

The Baldwin County Commission shall not exercise its planning and zoning powers and jurisdiction in any district established hereunder until the majority of the qualified electors of the district voting in an election shall have voted their desire to come within the planning and zoning authority of the Baldwin County Commission. The election shall be held if 10 percent of the qualified electors in any district submit a written petition to the county commission expressing a desire to be subject to the planning and zoning jurisdiction of the



Baldwin County Commission under authority of this subpart. For the purposes of the establishment of districts after June 1, 2010, a district shall correspond to a voting precinct or precincts in the county unless the county governing body determines that the use of voting precinct boundaries is not feasible. A party or parties seeking to file a petition shall notify the county governing body in writing that the parties will petition for the formation of a district and the proposed boundaries of the district. The judge of probate within 15 days shall give a preliminary estimate of the number of signatures needed to call the election. The county governing body shall notify the principal party in writing within 30 days of written notification by petitioners of intent to request a referendum, by United States mail, return receipt requested, that the proposed district is acceptable for planning, zoning, and voting purposes and shall furnish forms to the petitioner for use in seeking the number of signatures required to call an election. The parties shall have 120 days thereafter to obtain the necessary signatures and file the petition. The County Commission and the Judge of Probate of Baldwin County shall certify or reject the accuracy of the petition no later than 45 days after receiving the petition. If the number of signatures is not sufficient, the parties shall have another 60 days to complete the petition and have it certified. If the petition is not certified, a petition for the proposed district may not be refiled for two year after the final denial of certification. Upon certification, the county commission shall then instruct the Judge of Probate of Baldwin County to provide for an election within that district no later than 90 days after the certification. Notice of the election shall be published four times during the 30-day period immediately preceding the date of the election in a newspaper of general circulation in Baldwin County. In addition, the county commission shall notify by U.S. mail each elector in a district of the election and the process to obtain additional information. The notification shall state the date of the election and the polling place or places for voting. The judge of probate shall conduct the election. All costs for the notification and election shall be paid from the General Fund of Baldwin County. If a majority of the qualified electors in a district vote in the negative in the election, then the district shall not be subject to the zoning and planning jurisdiction of the Baldwin County Commission, and the qualified electors of the district shall not be eligible to petition for another election until two years from the date of the last election. If a majority of the qualified electors in a district vote in the affirmative, then the district shall be subject to the zoning and planning jurisdiction of the Baldwin County Commission.

*(Act 91-719, p. 1389, §8; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1; Act 2010-719, p. 1782, §1.)*

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## Laws & Legal Resources.

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### **2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.08 - Appointment of advisory committees.**

**Universal Citation:** AL Code § 45-2-261.08 (2019)

#### **Section 45-2-261.08**

#### **Appointment of advisory committees.**

In each district wherein the qualified electors vote to become subject to the planning and zoning authority of the Baldwin County Commission as provided in Section 45-2-261.07, the Baldwin County Commission shall appoint an advisory committee from that district to work with and assist the planning commission in formulating and developing regulations, ordinances, and zoning measures for the district. Each advisory committee shall consist of five members who shall be qualified electors of the district and who shall reflect as nearly as

practical the diversity of land use in a district. The members of each district advisory committee shall elect a chair. Upon the adoption of zoning ordinances and regulations for the district by the Baldwin County Commission pursuant to the terms of this subpart, the services of the district advisory committee shall terminate and the committee shall be abolished. In any district which is contiguous to one or more municipalities, a member of the municipal planning commission of each contiguous municipality shall serve in an ex officio capacity on the advisory committee.

*(Act 91-719, p. 1389, §9; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1.)*

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## Laws & Legal Resources.

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### **2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.09 - Assessment of uniform zoning fee.**

**Universal Citation:** AL Code § 45-2-261.09 (2019)

#### **Section 45-2-261.09**

#### **Assessment of uniform zoning fee.**

The county commission may levy upon the owner of any real property located within any planning district in which a majority of the qualified electors have voted in the affirmative in an election described in Section 45-2-261.07, a uniform zoning fee not in excess of ten dollars (\$10) per parcel of real property per year. Upon the levy the Tax Assessor of Baldwin County shall assess the uniform zoning fee on the real property subject to the uniform zoning fee within the planning district. The assessment shall be collected by the Tax

Collector of Baldwin County on annual ad valorem tax bills and non-payment of the assessment shall constitute a lien on the assessed property. The uniform zoning fee shall not be assessed for more than two years. The Tax Collector of Baldwin County shall collect the fee and the proceeds therefrom shall be deposited in the General Fund of Baldwin County to be expended exclusively for the purpose of administering the master plan and zoning and planning ordinances and regulations promulgated under this subpart.

*(Act 91-719, p. 1389, §10; Act 98-665, p. 1455, §1.)*

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1349, **Version:** 1

**Item #:** BR2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

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### **ITEM TITLE**

Proposed Planning (Zoning) District 19

### **STAFF RECOMMENDATION**

Approve the boundaries for the proposed Planning District to be known as Planning (Zoning) District 19.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** July 7, 2020

**Background:** The Planning and Zoning staff has recently had discussions with citizens representing the Battles Road Preservation Group (BRPG), LLC, pertaining to the formation of a new Planning (Zoning) District and the request for a referendum for Planning and Zoning purposes. The area in question is located south of the City of Fairhope and east of Planning District 26. In addition, the area is currently part of Planning District 17. If approved, the new district would be known as Planning District 19. A map showing the boundaries of the proposed district is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found at Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and are listed as follows:

- 1) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district.
- 2) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff has received this information.
- 3) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning,

zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.

4) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt, the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified.

5) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years.

At this point, the Planning staff respectfully requests the approval of the boundaries for Planning (Zoning) District 19, as shown on the attached map. If approved, staff will send the appropriate petition forms to the parties requesting the referendum.

### **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 Office

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

Send letter informing the parties seeking a zoning referendum that Planning (Zoning) District 19 has been approved and is acceptable for planning, zoning and voting purposes. The letter should be sent to the following:

Tracy A. Frost, President  
BRPG, LLC  
P.O. Box 1241  
Point Clear, Alabama 36564

**Additional instructions/notes:** Planning and Zoning Department - Send petition forms to the parties seeking the zoning referendum.



***BRPG, LLC***  
***P.o. Box 1241***  
***Point Clear, AL 36564***

***June 22, 2020***

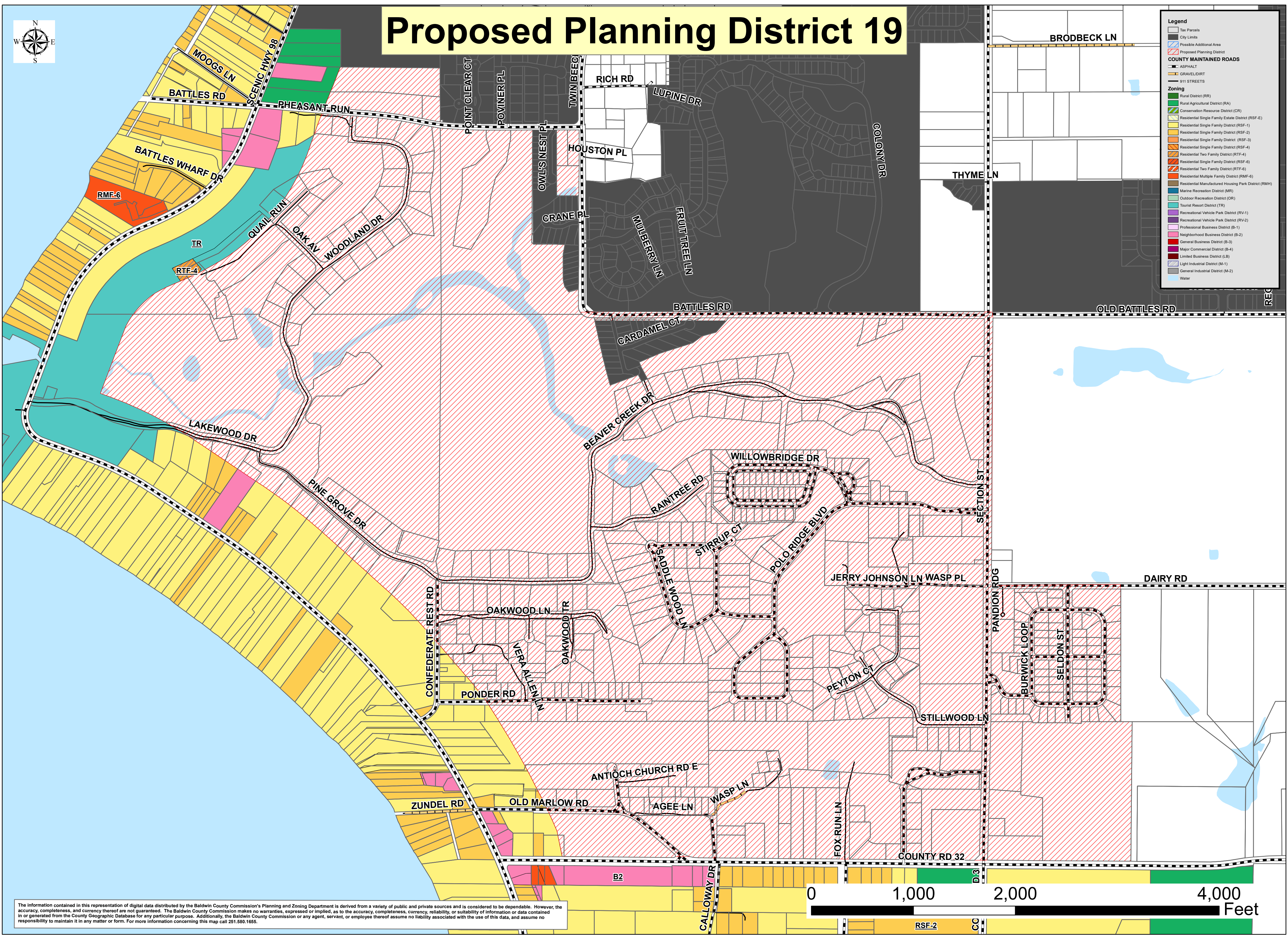
**Honorable James E. “Jeb” Bell – District 1**  
**Honorable Joe Davis, III – District 2**  
**Honorable Billie Jo Underwood – District 3**  
**Honorable Charles F. “Skip” Gruber – District 4**

**Dear Commissioners:**

**On behalf of a group of interested and concerned residents, I am respectfully informing the Commission of our plans to petition for the formation of a planning district based on Title 45, Chapter 2, Article 26, Part 2 and Subpart 1 of the Code of Alabama. Per our discussions with the county planning department, the proposed district boundaries would be outlined as shown on the attached map. We look forward to hearing from you and working together to develop the criteria and designations of our proposed district.**

**Regards,**

**Tracy A. Frost**  
**President**  
**BRPG, LLC**



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## **Laws & Legal Resources.**

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# **2019 Code of Alabama**

## **Title 45 - Local Laws.**

### **Chapter 2 - Baldwin County.**

#### **Article 26 - Zoning and Planning.**

##### **Part 2 - Planning and Zoning Commission.**

##### **Division 1 - Establishment.**

#### **Section 45-2-261.07 - Procedure for exercising jurisdiction in each district.**

**Universal Citation:** AL Code § 45-2-261.07 (2019)

#### **Section 45-2-261.07**

##### **Procedure for exercising jurisdiction in each district.**

The Baldwin County Commission shall not exercise its planning and zoning powers and jurisdiction in any district established hereunder until the majority of the qualified electors of the district voting in an election shall have voted their desire to come within the planning and zoning authority of the Baldwin County Commission. The election shall be held if 10 percent of the qualified electors in any district submit a written petition to the county commission expressing a desire to be subject to the planning and zoning jurisdiction of the



Baldwin County Commission under authority of this subpart. For the purposes of the establishment of districts after June 1, 2010, a district shall correspond to a voting precinct or precincts in the county unless the county governing body determines that the use of voting precinct boundaries is not feasible. A party or parties seeking to file a petition shall notify the county governing body in writing that the parties will petition for the formation of a district and the proposed boundaries of the district. The judge of probate within 15 days shall give a preliminary estimate of the number of signatures needed to call the election. The county governing body shall notify the principal party in writing within 30 days of written notification by petitioners of intent to request a referendum, by United States mail, return receipt requested, that the proposed district is acceptable for planning, zoning, and voting purposes and shall furnish forms to the petitioner for use in seeking the number of signatures required to call an election. The parties shall have 120 days thereafter to obtain the necessary signatures and file the petition. The County Commission and the Judge of Probate of Baldwin County shall certify or reject the accuracy of the petition no later than 45 days after receiving the petition. If the number of signatures is not sufficient, the parties shall have another 60 days to complete the petition and have it certified. If the petition is not certified, a petition for the proposed district may not be refiled for two year after the final denial of certification. Upon certification, the county commission shall then instruct the Judge of Probate of Baldwin County to provide for an election within that district no later than 90 days after the certification. Notice of the election shall be published four times during the 30-day period immediately preceding the date of the election in a newspaper of general circulation in Baldwin County. In addition, the county commission shall notify by U.S. mail each elector in a district of the election and the process to obtain additional information. The notification shall state the date of the election and the polling place or places for voting. The judge of probate shall conduct the election. All costs for the notification and election shall be paid from the General Fund of Baldwin County. If a majority of the qualified electors in a district vote in the negative in the election, then the district shall not be subject to the zoning and planning jurisdiction of the Baldwin County Commission, and the qualified electors of the district shall not be eligible to petition for another election until two years from the date of the last election. If a majority of the qualified electors in a district vote in the affirmative, then the district shall be subject to the zoning and planning jurisdiction of the Baldwin County Commission.

*(Act 91-719, p. 1389, §8; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1; Act 2010-719, p. 1782, §1.)*

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### **2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.08 - Appointment of advisory committees.**

**Universal Citation:** AL Code § 45-2-261.08 (2019)

#### **Section 45-2-261.08**

#### **Appointment of advisory committees.**

In each district wherein the qualified electors vote to become subject to the planning and zoning authority of the Baldwin County Commission as provided in Section 45-2-261.07, the Baldwin County Commission shall appoint an advisory committee from that district to work with and assist the planning commission in formulating and developing regulations, ordinances, and zoning measures for the district. Each advisory committee shall consist of five members who shall be qualified electors of the district and who shall reflect as nearly as

practical the diversity of land use in a district. The members of each district advisory committee shall elect a chair. Upon the adoption of zoning ordinances and regulations for the district by the Baldwin County Commission pursuant to the terms of this subpart, the services of the district advisory committee shall terminate and the committee shall be abolished. In any district which is contiguous to one or more municipalities, a member of the municipal planning commission of each contiguous municipality shall serve in an ex officio capacity on the advisory committee.

*(Act 91-719, p. 1389, §9; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1.)*

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### **2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.09 - Assessment of uniform zoning fee.**

**Universal Citation:** AL Code § 45-2-261.09 (2019)

#### **Section 45-2-261.09**

#### **Assessment of uniform zoning fee.**

The county commission may levy upon the owner of any real property located within any planning district in which a majority of the qualified electors have voted in the affirmative in an election described in Section 45-2-261.07, a uniform zoning fee not in excess of ten dollars (\$10) per parcel of real property per year. Upon the levy the Tax Assessor of Baldwin County shall assess the uniform zoning fee on the real property subject to the uniform zoning fee within the planning district. The assessment shall be collected by the Tax

Collector of Baldwin County on annual ad valorem tax bills and non-payment of the assessment shall constitute a lien on the assessed property. The uniform zoning fee shall not be assessed for more than two years. The Tax Collector of Baldwin County shall collect the fee and the proceeds therefrom shall be deposited in the General Fund of Baldwin County to be expended exclusively for the purpose of administering the master plan and zoning and planning ordinances and regulations promulgated under this subpart.

*(Act 91-719, p. 1389, §10; Act 98-665, p. 1455, §1.)*

**Disclaimer:** These codes may not be the most recent version. Alabama may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

## Vince Jackson

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**From:** Billy Frost <billyfrost@gmail.com>  
**Sent:** Sunday, July 26, 2020 9:19 AM  
**To:** Vince Jackson  
**Subject:** Planning District19

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

Mr. Vince Jackson  
Honorable James E. Bell - District 1  
Honorable Joe Davis, III - District 2  
Honorable Billie Joe Underwood - District 3  
Honorable Charles F. Gruber - District 4

Dear Mr. Jackson and Commissioners,

I am writing to express my support for proposed Planning District 19. I am a resident of Lakewood Club Estates and directly impacted by the lack of a County zoning District in this area. I support this initiative because the Baldwin County Master plan aligns with my views as to how Planning and Zoning determines what is best for this area. This proposed district is very established and historic in its use, and value, to the surrounding area. I look forward to working with the County to support a plan that reflects the rights of current property owners, protects our environmental and recreational spaces, and keeps one of the Jewels of Baldwin County shining.

Thank you for your support  
Billy Frost  
[18204 Woodland Dr](#)  
[Point Clear, AL 36564](#)



## Vince Jackson

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**From:** Greg Ritchey <automat@bellsouth.net>  
**Sent:** Monday, July 27, 2020 9:16 AM  
**To:** Vince Jackson  
**Subject:** Re: Proposed formation of Planning District 19

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

Mr. Vince Jackson  
Honorable James E. "Jeb" Bell-District 1  
Honorable Joe Davis, III-District 2  
Honorable Billie Joe Underwood-District 3  
Honorable Charles "Chuck" Gruber-District 4

Dear Mr. Jackson and Baldwin County Commissioners,

I am writing you today to express my support for the proposed Planning District 19.

I am a resident of Point Clear i.e. Proposed District 19, and have been for the past 44 years.

The Point Clear area of Baldwin County, of which the proposed District 19 encompasses/is made up of, is one of God's great wonders of beauty in flora and fauna. From the centuries old Live Oaks, to the old growth pines, to the Bald Eagles that now reside in Point Clear, that soar over our heads on a daily basis, to the comical and fascinating fox squirrels, to the endangered fresh water turtles and, what is now, the rare alligator gars of Point Clear Creek, to the fresh mullet and trout of Mobile Bay, this proposed District 19, is the epitome of what the Baldwin County Master Plan encompasses. The need to protect this vast, beautiful, habitat rich part of Baldwin County is long over due. And the only way to do that is to have this residential District 19 zoned and zoned appropriately. There has just been too much Wild West development in Baldwin County, due to the lack of zoning. Thus we now must come before you to do our best to preserve the beauty of Point Clear, AL., and try to prevent over zealous commercialism and over greedy developer, multi tenant high rise residences from cutting down any more of our historic oak trees, our old growth pines (as they are the ONLY trees that house fox squirrels), and the clogging up of our Point Clear Creek with development runoff. I live on Point Clear Creek and due to all the development runoff, it is a shell of its former clarity. It is not so CLEAR anymore. Tragic and sad. Thus our appealing to you, our Baldwin County Commission, to help us preserve what we have left to protect, in this area of our county that THE WORLD travels to, to experience.

This District 19 would help us all protect such a unique piece of our incredible county, state, and planet. It will protect the property owners, the recreational spaces, and most importantly, the wildlife and environment from any more degradation. For Point Clear, over just the last 20 years, has already lost the likes of the rabbit, otter, beaver, and quail, just to name a few, due to development/loss of habitat. I used to view them in my yard and the Creek on a daily basis. Have not seen any of them in years and years now.

Thanking all of you for your time and consideration to aid us in protecting our beautiful Point Clear, of which, this proposed District 19, will do. This zoning will fit very soundly inside the Baldwin County Master Plan mission statement. Please support it.

Sincerely,  
Greg "Mace" Ritchey  
18020 Woodland Dr.  
Point Clear,AL: 36564

Mr. Vince Jackson  
Honorable James E. "Jeb" Bell – District 1  
Honorable Joe Davis, III – District 2  
Honorable Billie Joe Underwood – District 3  
Honorable Charles F. "Skip" Gruber – District 4

July 27, 2020

Dear Mr. Jackson and Commissioners,

I am writing to express my support for the formation of Planning District 19. As a resident of Point Clear, I have become very aware of the danger of living in an un-zoned part of Baldwin County. This area has always been a beautiful area surrounded with centuries old oaks, abundant wildlife and clean water sources such as Point Clear Creek and Mobile Bay. As development is happening at a fast and furious pace in Baldwin County, our natural assets have suffered and, it is more important than ever that citizens understand their role in protecting and responsibly growing their community. The proposed planning district, which is predominantly Point Clear, is a residential community adjoined with the Grand Hotel. Our area has a sprinkling of small locally owned and supported businesses which we would also like to preserve and protect. While each of the neighborhoods in the area have covenants and restrictions, there is little to nothing the residents can do to preserve the community without the added layer of protection zoning would allow. With the ETJ agreement between the city and county, it is imperative the decision makers have tools at their disposal to assist citizens in addressing inappropriate and unwanted types of development in their community. As stated by one of the Fairhope City P&Z commission members recently, "if you don't like what is happening in your community, get yourself zoned". This has become a mantra at many meetings due to the increased request of development with little or dismissive regard to the impact of the surroundings.

As outlined in the Baldwin County Master Plan, it is explained the Eastern Shore of Baldwin County "has a strong sense of identity and care for its environment and landscape and will not be willing to significantly compromise for the benefit of growth itself. Growth on the Eastern Shore will need to characteristically fit with its history". I, as a resident, am asking you to help us protect this area and outline zoning protection which compliments and fits with our community as stated in mission of the county master plan.

Regards,

Tracy A. Frost  
18204 Woodland Drive  
Point Clear, AL 36564

## Vince Jackson

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**From:** Randall Word <rword1958@icloud.com>  
**Sent:** Monday, July 27, 2020 1:00 PM  
**To:** Vince Jackson  
**Subject:** Zoning

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

Dear Commissioner Ball, Commissioner Davis, Commissioner Underwood, Commissioner Gruber and Mr Jackson,

I am writing in support of the proposed Planning District 19. I live within the proposed district and feel zoning in this area is well overdue. It has been a long time since this area was full of empty fields and has transformed into neighborhoods, a variety of residential homes and small, locally owned businesses. With Baldwin County growing at an unprecedented rate, this planning district will ensure new development in the district makes sense and will complement the current surroundings. Through the creation of a planning district, we as citizens can be instrumental in having a voice to protect this beautiful area and responsibly grow as outlined in the Baldwin County Master Plan.

Thank you for your support in this effort,

Randy and Lisa Word

Sent from my iPhone



## Vince Jackson

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**From:** b.nugent@mchsi.com  
**Sent:** Monday, July 27, 2020 1:57 PM  
**To:** Vince Jackson  
**Subject:** Planning District 19

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

Dear Mr. Jackson: My wife, Clara, and I write to convey our support of the proposed Planning District 19. Our address is 18348 Woodland Drive. B. A. Nugent

## Vince Jackson

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**From:** Karen Dixon <needles98@aol.com>  
**Sent:** Monday, July 27, 2020 4:46 PM  
**To:** Vince Jackson  
**Subject:** Planning District 19  
**Attachments:** drawing.png; ATT00001.txt

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

Dear Commissioner Ball, Commissioner Davis, Commissioner Underwood, Commissioner Gruber and Mr. Jackson,

I am writing I support of the proposed Planning District 19. I live within the proposed district and feel zoning in this area is well overdue. It has been a long time since this area was full of empty fields and has transformed into neighborhoods, a variety of residential homes and small, locally owned businesses. With Baldwin County growing at an unprecedented rate, this planning district will ensure new development in the district makes sense and will complement the current surroundings. Through the creation of a planning district, we as citizens can be instrumental in having a voice to protect this beautiful area and responsibly grow as outlined in the Baldwin County Master Plan.

Thank you for your support in this effort, Karen Dixon

## Vince Jackson

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**From:** Elizabeth Phyfer <elizabethphyfer2@gmail.com>  
**Sent:** Monday, July 27, 2020 8:45 PM  
**To:** Vince Jackson  
**Subject:** zoning district 19

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 live in the proposed planing district 19 and it is about time our area has zoning. I am in full support of zoning our neighborhoods and wish it included more. It was a surprise years ago when I learned our house is on unzoned property and in fact is surrounded by unzoned property. It doesn't make sense to have such a large number of residential homes on and adjacent to unzoned property.

Thanks for your support with this effort - Elizabeth Phyfer

## Vince Jackson

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**From:** Lisa Price <chohophub@gmail.com>  
**Sent:** Tuesday, July 28, 2020 10:22 AM  
**To:** Vince Jackson  
**Subject:** Proposed Planning District 19

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

Mr. Vince Jackson - [vjackson@baldwincountyal.gov](mailto:vjackson@baldwincountyal.gov)

Honorable James E. Bell - District 1

Honorable Joe Davis, III - District 2

Honorable Billie Joe Underwood - District 3

Honorable Charles F. Gruber - District 4

Dear Mr. Jackson and Commissioners:

I write to express my support for the proposed Planning District 19. I was born and raised on the Eastern Shore, and am currently a resident of Lakewood Club Estates and directly impacted by the lack of County zoning in this area. I support this proposed planning because the Baldwin County Master Plan aligns with my views as to how Planning and Zoning determines what is best for this area. The proposed District is well established and historic in its use and value concerning the surrounding area. I believe the proposed Planning District 19 reflects the rights of current property owners, protects our environment and hopefully will keep Baldwin County a little more how I remember it being growing up.

Thank you for all your support.

Lisa Price  
18020 Woodland Drive  
Point Clear, AL 36564

## Vince Jackson

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**From:** john@sixllc.net  
**Sent:** Wednesday, July 29, 2020 8:59 AM  
**To:** Vince Jackson  
**Subject:** proposed planning

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

Dear Commissioner Ball, Commissioner Davis, Commissioner Underwood, Commissioner Gruber and Mr Jackson,

I am writing in support of the proposed Planning District 19. I live within the proposed district and feel zoning in this area is well overdue. It has been a long time since this area was full of empty fields and has transformed into neighborhoods, a variety of residential homes and small, locally owned businesses. With Baldwin County growing at an unprecedented rate, this planning district will ensure new development in the district makes sense and will complement the current surroundings. Through the creation of a planning district, we as citizens can be instrumental in having a voice to protect this beautiful area and responsibly grow as outlined in the Baldwin County Master Plan.

Thank you for your support in this effort

John Stimpson



## Vince Jackson

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**From:** Lee Webb <LeeWebb@trustmark.com>  
**Sent:** Monday, July 27, 2020 8:56 AM  
**To:** Vince Jackson  
**Subject:** Support for Planning District 19

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

Dear Commissioner Ball, Commissioner Davis, Commissioner Underwood, Commissioner Gruber and Mr. Jackson,

I am writing in support of the proposed Planning District 19. I live within the proposed district and feel zoning in this area is well overdue. It has been a long time since this area was full of empty fields and has transformed into neighborhoods, a variety of residential homes and small, locally owned businesses. With Baldwin County growing at an unprecedented rate, this planning district will ensure new development in the district makes sense and will complement the current surroundings. Through the creation of a planning district, we as citizens can be instrumental in having a voice to protect this beautiful area and responsibly grow as outlined in the Baldwin County Master Plan.

Thank you for your support in this effort,

Lee Webb

E. Lee Webb, III | Vice President | Commercial Relationship Manager  
[Trustmark National Bank](#) | 236 N. Greeno Road | Fairhope, AL 36532  
O: 251.929.2868 | C: 251.404.9108 | [LeeWebb@trustmark.com](mailto:LeeWebb@trustmark.com)



## Vince Jackson

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**From:** Dessa Giffin <dessarutter@bellsouth.net>  
**Sent:** Saturday, August 1, 2020 12:14 PM  
**To:** VJACKSON@baldwincountyal.gov  
**Subject:** Planning District 19

**Importance:** High

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

Dear Commissioner Ball, Commissioner Davis, Commissioner Underwood, Commissioner Gruber and Mr Jackson,

I am writing in support of the proposed Planning District 19. I live within the proposed district and feel zoning in this area is well overdue. It has been a long time since this area was full of empty fields and has transformed into neighborhoods, a variety of residential homes and small, locally owned businesses. With Baldwin County growing at an unprecedented rate, this planning district will ensure new development in the district makes sense and will complement the current surroundings. Through the creation of a planning district, we as citizens can be instrumental in having a voice to protect this beautiful area and responsibly grow as outlined in the Baldwin County Master Plan.

Thank you for your support in this effort,

Dessa Rutter



## Vince Jackson

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**From:** melanie homecaresales.com <melanie@homecaresales.com>  
**Sent:** Saturday, August 1, 2020 1:01 PM  
**To:** Vince Jackson  
**Subject:** Proposed Planning District 19

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

Dear Commissioner Ball, Commissioner Davis, Commissioner Underwood, Commissioner Gruber and Mr Jackson,

I am writing in support of the proposed Planning District 19. My husband and I live within the proposed district (Lakewood estates phase 1) and support the zoning of our property on Woodland Drive . With Baldwin County growing at an unprecedented rate, this planning district will ensure new development in the district is in complement of the current residential neighborhoods. Through the creation of a planning district, we as owners and citizens can be instrumental in having a voice to protect this beautiful area and responsibly grow as outlined in the Baldwin County Master Plan.

Thank you for all you do and thank you for your support in this matter.

Melanie Stover Harber

James C Harber

18109 Woodland Dr  
Fairhope AL



**Melanie Stover Harber, OT, MBA, MS/ISM**  
Co-Owner Home Care Sales, LLC

**p:** 888-451-1747 **m:** 901-335-2374  
**a:** PO Box 1529 Fairhope, AL 36533  
**e:** [Melanie@HomeCareSales.com](mailto:Melanie@HomeCareSales.com)



## Vince Jackson

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**From:** Lynn Roberts <lroberts2800@gmail.com>  
**Sent:** Saturday, August 1, 2020 1:08 PM  
**To:** Vince Jackson  
**Subject:** Zoning of district 19

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

Mr Jackson

My husband and I are writing in regard to the consideration of the zoning of district 19 in point Clear. We live in Lakewood subdivision and are very proud of our home and surrounding area.

Please vote FOR this proposal to help keep a feasible approach to development in our area We thank you Lynn and Johnny Roberts

Sent from my iPhone

## Vince Jackson

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**From:** Sam Dixon <spdixonjr@aol.com>  
**Sent:** Sunday, August 2, 2020 1:11 PM  
**To:** Vince Jackson  
**Subject:** Proposed Planning District 19

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

Dear Commissioners Ball, Davis, Underwood, Gruber and Mr.Jackson,

I am writing in support of the proposed Planning District 19. I live within the proposed district and feel zoning in this area is desperately needed. With Baldwin County growing at an unprecedented rate, this Planning District will help ensure new development will complement the current surroundings and protect the beauty and tranquility of the area as outlined in the Baldwin County Master Plan.

Thank you for your support in this effort.

Sam P. Dixon, Jr.  
18268 Woodland Drive  
Point Clear, Alabama

Sent from my iPad

## Vince Jackson

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**From:** W. Charles Whatley <cwhatley@airmail.net>  
**Sent:** Sunday, August 2, 2020 1:39 PM  
**To:** Vince Jackson  
**Subject:** Proposed Planning District19

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

Dear Commissioners Bell, Davis, Underwood, Gruber and Mr Jackson,

I am writing in support of the proposed Planning District 19. I live in this proposed district, actually Lakewood, and feel zoning in this area is well overdue. It has been a long time since this area was full of empty fields and has transformed into neighborhoods and a variety of residential homes. With Baldwin County growing at an unprecedented rate, this planning district will ensure any new development in the district makes sense and will complement the current surroundings. Through the creation of a planning district, we as citizens can be instrumental in having a voice to protect this beautiful area and responsibly grow as outlined in the Baldwin County Master Plan.

Thank you for your support in this effort.

Charlie Whatley and Patricia Pieper

## Vince Jackson

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**From:** Morgen Gillis <mtgillis56@gmail.com>  
**Sent:** Sunday, August 2, 2020 4:51 PM  
**To:** Vince Jackson  
**Subject:** PlanningDistrict19Support

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

Mr. Jackson,

Please find attached our letter in support of Planning District 19.

We appreciate your consideration.

Sincerely,

Duncan & Morgen Gillis  
6291 Pine Grove Drive

Created with [Scanner Pro](#)



**Duncan & Morgen Gillis**

6291 Pine Grove Drive, Fairhope AL 36533 | mtgillis56@gmail.com

August 2, 2020

Via email: VJACKSON@baldwincountyal.gov

Dear Commissioner Ball, Commissioner Davis,  
Commissioner Underwood, Commissioner Gruber  
and Mr Jackson,

We are writing in support of the proposed Planning District 19.

We live in this proposed district and feel zoning in this area is well overdue. It has been a long time since this area was full of empty fields and has transformed into neighborhoods and a variety of residential homes. With Baldwin County growing at an unprecedented rate, this planning district will ensure any new development in the district makes sense and will complement the current surroundings. Through the creation of a planning district, we as citizens can be instrumental in having a voice to protect this beautiful area and responsibly grow as outlined in the Baldwin County Master Plan.

Thank you for your support in this effort,



Morgen T. Gillis



Duncan A. Gillis



Sent from my iPhone

## Vince Jackson

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**From:** eterreson@att.net  
**Sent:** Monday, August 3, 2020 10:54 AM  
**To:** Vince Jackson  
**Subject:** Proposed Planning District 19

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

To the following:

Mr. Vince Jackson  
Honorable James Ball  
Honorable Joe Davis, III  
Honorable Billie Jo Underwood  
Honorable Skip Gruber

We are homeowners living within the proposed Planning District 19 and want to communicate our support for the proposal. We have seen tremendous change since we built our house in Lakewood 9 years ago. While we are not against development, we are concerned about the various types of development that have been allowed to occur and about the strain it has put on the environment and infrastructure in the area. There is little that can be done to stop the unchecked development because of the lack of zoning. We lived in Houston, a city well known for their lack of zoning, and we can attest to the negative impact uncontrolled development can have on quality of life and property values.

We are strongly in support of the Planning District and hope that you will support our efforts to keep Baldwin County the charming place it has always been and protect our vital natural resources.

Thank you for your consideration,  
Edie and Doug Terreson



## Vince Jackson

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**From:** W Scott Thompson <wtsr@me.com>  
**Sent:** Monday, August 3, 2020 10:57 AM  
**To:** Vince Jackson  
**Cc:** home  
**Subject:** Proposed planning vote District 19

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

Dear Commissioner Ball, Commissioner Davis, Commissioner Underwood, Commissioner Gruber and Mr. Jackson,

We are writing in support of the proposed Planning District 19. We live in this proposed district and feel that zoning in this area is well overdue. It has been a long time since this area was full of empty fields and has transformed into neighborhoods and a variety of residential homes. With Baldwin County growing at an unprecedented rate, this planning district will ensure that any new development in the district make sense and will complement the current surroundings. Through the creation of a planning district, we as citizens, can be instrumental in having a voice to protect this beautiful area and responsibly grow as outlined in the Baldwin County Master Plan.

Thank you for your support in this effort.

Please use our names as written below as our signatures on this proposal.

W. Scott Thompson  
Amy H. Thompson  
6243 Pine Grove Dr.  
Fairhope, AL 36532

Sent from my iPad



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1358, **Version:** 1

**Item #:** BR3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

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### **ITEM TITLE**

Proposed Planning (Zoning) District 34

### **STAFF RECOMMENDATION**

Accept the notice of intent to form a Planning (Zoning) District and request a referendum for Planning and Zoning purposes for the proposed Planning District to be known as Planning (Zoning) District 34.

### **BACKGROUND INFORMATION**

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

**Background:** The Planning and Zoning staff has recently had discussions with citizens residing in an area along County Road 65, north of its intersection with County Road 12, pertaining to the formation of a new Planning (Zoning) District and the request for a referendum for Planning and Zoning purposes. The area in question is located in northern portions of Planning District 27 and southern and eastern portions of Planning District 18. If approved, the new district would be known as Planning District 34. A map showing the boundaries of the proposed district is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found at Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and are listed as follows:

- 1.) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district.
- 2.) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff will notify the Judge of Probate.
- 3.) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning,

zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.

4.) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt, the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified.

5.) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years.

Submission of a letter, as described in item 1, represents the first step in this process. So far, two letters have been received. Staff anticipates the submission of additional letters which will be provided to the Commission office upon receipt. A follow up agenda item will be submitted for the September 1, 2020, County Commission meeting requesting approval of the proposed Planning District.

### **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:** September 1, 2020

**Individual(s) responsible for follow up:** Planning and Zoning Department

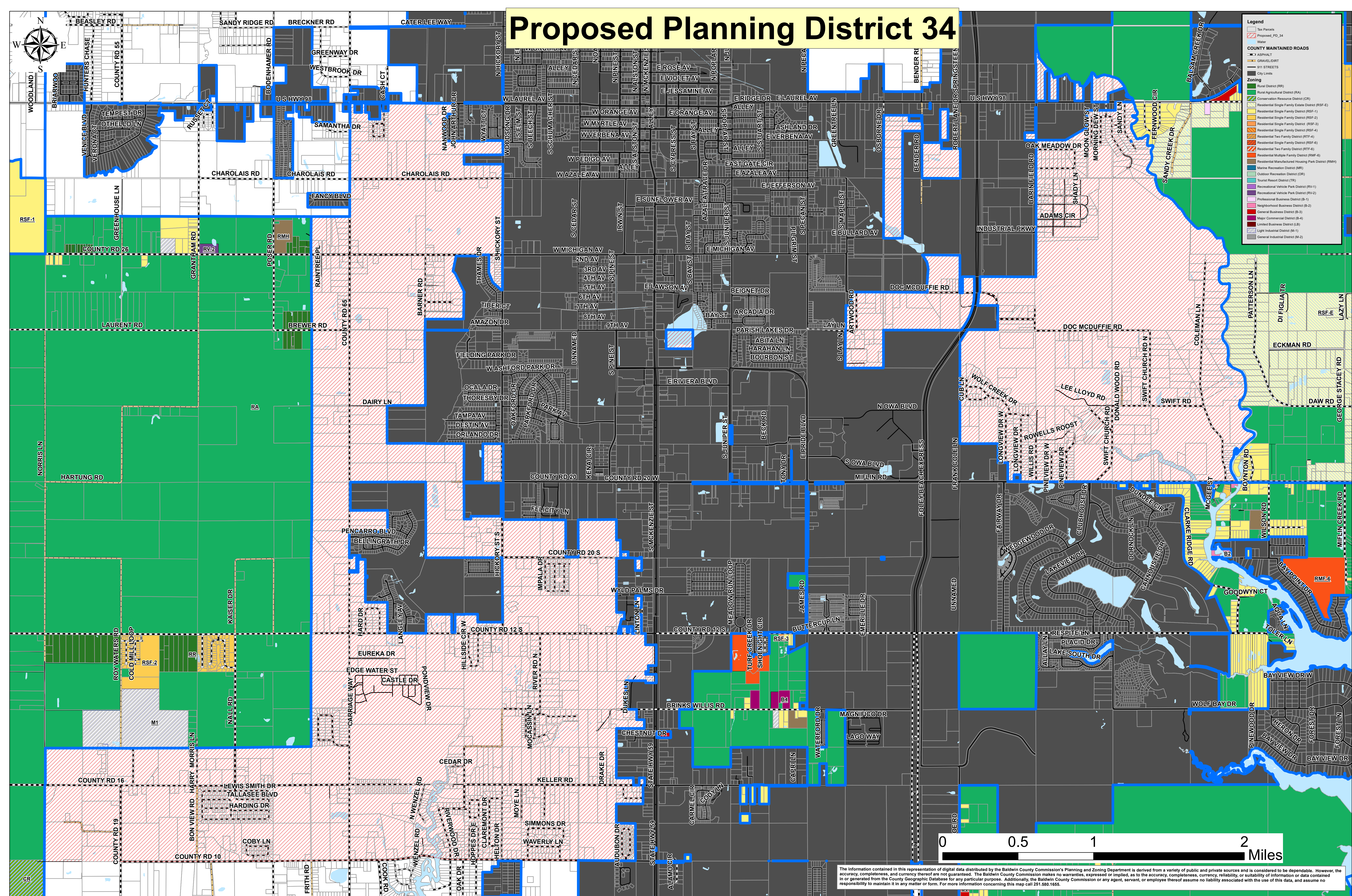
**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Planning and Zoning staff will contact the Judge of Probate in order to ascertain the preliminary number of signatures to call an election. Staff will prepare and submit a follow up agenda item requesting approval of the proposed Planning District for the September 1, 2020, County Commission meeting.

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



# Proposed Planning District 34





July 13, 2020

Mike Gray

9619 County Road 65

Foley, AL. 36535

I have reviewed the proposed map for District 34 and am in agreement with the area that is represented by the zoning board. At this time it is my desire that the County Commission and Probate Judge proceed with the next step. I look forward to hearing back regarding this petition.

Thank you for your interest in this,

Mike Gray

A handwritten signature in cursive script that reads "Mike Gray". The signature is written in dark ink and is positioned below the printed name "Mike Gray".

July 13,2020

Jeremy Byers

9619 County Road 65

Foley, AL. 36535

I have reviewed the proposed map for District 34 and am in agreement with the area that is represented by the zoning board. At this time it is my desire that the County Commission and Probate Judge proceed with the next step. I look forward to hearing back regarding this petition.

Thank you for your interest in this,

Jeremy Byers

A handwritten signature in cursive script, appearing to read "Jeremy Byers". The signature is written in dark ink and is positioned below the printed name.



## **Laws & Legal Resources.**

[View Previous Versions of the Code of Alabama](#)

# **2019 Code of Alabama**

## **Title 45 - Local Laws.**

### **Chapter 2 - Baldwin County.**

#### **Article 26 - Zoning and Planning.**

##### **Part 2 - Planning and Zoning Commission.**

##### **Division 1 - Establishment.**

#### **Section 45-2-261.07 - Procedure for exercising jurisdiction in each district.**

**Universal Citation:** AL Code § 45-2-261.07 (2019)

#### **Section 45-2-261.07**

##### **Procedure for exercising jurisdiction in each district.**

The Baldwin County Commission shall not exercise its planning and zoning powers and jurisdiction in any district established hereunder until the majority of the qualified electors of the district voting in an election shall have voted their desire to come within the planning and zoning authority of the Baldwin County Commission. The election shall be held if 10 percent of the qualified electors in any district submit a written petition to the county commission expressing a desire to be subject to the planning and zoning jurisdiction of the



Baldwin County Commission under authority of this subpart. For the purposes of the establishment of districts after June 1, 2010, a district shall correspond to a voting precinct or precincts in the county unless the county governing body determines that the use of voting precinct boundaries is not feasible. A party or parties seeking to file a petition shall notify the county governing body in writing that the parties will petition for the formation of a district and the proposed boundaries of the district. The judge of probate within 15 days shall give a preliminary estimate of the number of signatures needed to call the election. The county governing body shall notify the principal party in writing within 30 days of written notification by petitioners of intent to request a referendum, by United States mail, return receipt requested, that the proposed district is acceptable for planning, zoning, and voting purposes and shall furnish forms to the petitioner for use in seeking the number of signatures required to call an election. The parties shall have 120 days thereafter to obtain the necessary signatures and file the petition. The County Commission and the Judge of Probate of Baldwin County shall certify or reject the accuracy of the petition no later than 45 days after receiving the petition. If the number of signatures is not sufficient, the parties shall have another 60 days to complete the petition and have it certified. If the petition is not certified, a petition for the proposed district may not be refiled for two year after the final denial of certification. Upon certification, the county commission shall then instruct the Judge of Probate of Baldwin County to provide for an election within that district no later than 90 days after the certification. Notice of the election shall be published four times during the 30-day period immediately preceding the date of the election in a newspaper of general circulation in Baldwin County. In addition, the county commission shall notify by U.S. mail each elector in a district of the election and the process to obtain additional information. The notification shall state the date of the election and the polling place or places for voting. The judge of probate shall conduct the election. All costs for the notification and election shall be paid from the General Fund of Baldwin County. If a majority of the qualified electors in a district vote in the negative in the election, then the district shall not be subject to the zoning and planning jurisdiction of the Baldwin County Commission, and the qualified electors of the district shall not be eligible to petition for another election until two years from the date of the last election. If a majority of the qualified electors in a district vote in the affirmative, then the district shall be subject to the zoning and planning jurisdiction of the Baldwin County Commission.

*(Act 91-719, p. 1389, §8; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1; Act 2010-719, p. 1782, §1.)*

**Disclaimer:** These codes may not be the most recent version. Alabama may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or

adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.



# JUSTIA

## Laws & Legal Resources.

[View Previous Versions of the Code of Alabama](#)

### **2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.08 - Appointment of advisory committees.**

**Universal Citation:** AL Code § 45-2-261.08 (2019)

#### **Section 45-2-261.08**

#### **Appointment of advisory committees.**

In each district wherein the qualified electors vote to become subject to the planning and zoning authority of the Baldwin County Commission as provided in Section 45-2-261.07, the Baldwin County Commission shall appoint an advisory committee from that district to work with and assist the planning commission in formulating and developing regulations, ordinances, and zoning measures for the district. Each advisory committee shall consist of five members who shall be qualified electors of the district and who shall reflect as nearly as

practical the diversity of land use in a district. The members of each district advisory committee shall elect a chair. Upon the adoption of zoning ordinances and regulations for the district by the Baldwin County Commission pursuant to the terms of this subpart, the services of the district advisory committee shall terminate and the committee shall be abolished. In any district which is contiguous to one or more municipalities, a member of the municipal planning commission of each contiguous municipality shall serve in an ex officio capacity on the advisory committee.

*(Act 91-719, p. 1389, §9; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1.)*

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# JUSTIA

## Laws & Legal Resources.

[View Previous Versions of the Code of Alabama](#)

### **2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.09 - Assessment of uniform zoning fee.**

**Universal Citation:** AL Code § 45-2-261.09 (2019)

#### **Section 45-2-261.09**

#### **Assessment of uniform zoning fee.**

The county commission may levy upon the owner of any real property located within any planning district in which a majority of the qualified electors have voted in the affirmative in an election described in Section 45-2-261.07, a uniform zoning fee not in excess of ten dollars (\$10) per parcel of real property per year. Upon the levy the Tax Assessor of Baldwin County shall assess the uniform zoning fee on the real property subject to the uniform zoning fee within the planning district. The assessment shall be collected by the Tax



Collector of Baldwin County on annual ad valorem tax bills and non-payment of the assessment shall constitute a lien on the assessed property. The uniform zoning fee shall not be assessed for more than two years. The Tax Collector of Baldwin County shall collect the fee and the proceeds therefrom shall be deposited in the General Fund of Baldwin County to be expended exclusively for the purpose of administering the master plan and zoning and planning ordinances and regulations promulgated under this subpart.

*(Act 91-719, p. 1389, §10; Act 98-665, p. 1455, §1.)*

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1357, **Version:** 1

**Item #:** BR4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

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### **ITEM TITLE**

Community Rating System (CRS) Program Recertification

### **STAFF RECOMMENDATION**

Authorize the County Commission Chairman to Execute the Annual Community Rating System (CRS) Recertification Form

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** October 1, 2019

**Background:** Baldwin County has participated in the Community Rating System (CRS) Program since October 1, 1995. Recertification is mandatory every year, and a cycle visit is mandatory every five (5) years. A recertification form, signed by the County Commission Chairman is required as part of the recertification process and a copy of the form is attached.

The most recent cycle visit took place during December of 2015 with the result being a Class 7 rating. Class 7 qualifies flood insurance policyholders for a 15 percent discount in premium costs. The next cycle visit will take place on August 7, 2020.

### **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:** August 5, 2020

**Individual(s) responsible for follow up:** Commission Administration Office

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

Obtain the signature of the Commission Chairman and return recertification form to the Planning and Zoning Department.

**Additional instructions/notes:** Planning and Zoning Department (DJ Hart, CRS Coordinator) - Mail signed recertification form, along with required documentation, to the Insurance Services Office in order to complete the recertification process.

Community Baldwin County State AL CID 015000  
 (6-digit NFIP Community Identification Number)

**CC-230 Verification**

Date of Visit	8/7/2020	Initial FIRM Date	1/12/1973
Population	218,022 (2018)	Current FIRM Date	10/23/2019
County	Baldwin	ISO/CRS Specialist	Jenn Rachal
Coordinator's Manual Year 2017			
Chief Executive Officer		CRS Coordinator	
Name	Billie Jo Underwood	DJ Hart	
Title	Chairman	CRS Coordinator/Planning Technician	
Address	322 Courthouse Square Bay Minette, AL 36507	22251 Palmer Street Robertsdale, AL 36567	
Phone number	251-937-0264	251-580-1655	
E-mail address	bunderwood@baldwincountyal.gov	dhart@baldwincountyal.gov	

I hereby certify that Baldwin County [community name] is implementing the following activities [check the ones that apply]. We will continue to implement these activities and will advise FEMA if any of them are not being conducted in accordance with this certification. We will cooperate with the ISO/CRS Specialist's verification visit and will submit the documentation and annual recertification needed to validate our program.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> 310 (Elevation Certificates)       | <input checked="" type="checkbox"/> 440 (Flood Data Maintenance)         |
| <input checked="" type="checkbox"/> 320 (Map Information Service)      | <input checked="" type="checkbox"/> 450 (Stormwater Management)          |
| <input checked="" type="checkbox"/> 330 (Outreach Projects)            | <input checked="" type="checkbox"/> (Repetitive Loss Requirements)       |
| <input checked="" type="checkbox"/> 340 (Hazard Disclosure)            | <input checked="" type="checkbox"/> 510 (Floodplain Management Planning) |
| <input checked="" type="checkbox"/> 350 (Flood Protection Information) | <input checked="" type="checkbox"/> 520 (Acquisition and Relocation)     |
| <input type="checkbox"/> 360 (Flood Protection Assistance)             | <input checked="" type="checkbox"/> 530 (Flood Protection)               |
| <input checked="" type="checkbox"/> 370 (Flood Insurance Promotion)    | <input checked="" type="checkbox"/> 540 (Drainage System Maintenance)    |
| <input type="checkbox"/> 410 (Floodplain Mapping)                      | <input type="checkbox"/> 610 (Flood Warning and Response)                |
| <input checked="" type="checkbox"/> 420 (Open Space Preservation)      | <input type="checkbox"/> 620 (Levees)                                    |
| <input checked="" type="checkbox"/> 430 (Higher Regulatory Standards)  | <input type="checkbox"/> 630 (Dams)                                      |

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

CC-230-1

Community Baldwin County State AL CID 015000  
(6-digit NFIP Community Identification Number)

I hereby certify that we will maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more repetitive loss properties must also prepare a plan of how it will address its repetitive flood problem.

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of Federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the Special Flood Hazard Area is reduced by the amount of National Flood Insurance Program flood insurance coverage (structural and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature \_\_\_\_\_ (Chief Executive Officer)



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1351, **Version:** 1

**Item #:** DR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

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### **ITEM TITLE**

Case No. Z-20008 - Lambert Ventures LLC Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2020-103, which approves Case No. Z-20008 - Lambert Ventures LLC Property, as it pertains to the rezoning of approximately 13 acres, located in Planning (Zoning) District 28, from RSF-2, Single Family District, to RA, Rural Agricultural District.

### **BACKGROUND INFORMATION**

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

**Background:** This application involves three parcels which together consist of approximately 13 acres. The properties are zoned RSF-2, Single Family District and are currently undeveloped. The designation of RA, Rural Agricultural District, has been requested for the purpose of allowing the applicant to move his landscaping business to this location.

The Planning Commission considered this request on July 9, 2020 and voted to recommend approval to the County Commission.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**



**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes. Gulf Coast Newspapers.

**If the proof of publication affidavit is not attached, list the reason:** Forthcoming from staff.

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** County Administration Office

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

Send Notice of Action to the following:

Mr. Jay Oberkirch  
2200 US Highway 98  
Suite 4, PMB 103  
Daphne, Alabama 36526

**Additional instructions/notes:** Planning and Zoning Department - Update Official Zoning Map.

STATE OF ALABAMA

COUNTY OF BALDWIN

**RESOLUTION # 2020-103**

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20008, Lambert Ventures LLC Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

**WHEREAS**, Jay Oberkirch, on behalf of Lambert Ventures LLC, has petitioned the Baldwin County Commission to rezone certain properties, in Planning (Zoning) District No. 28, for property identified herein and described as follows:

**504.9' X 136.9' IRR LOT 47 PHASE TWO BAY BRANCH ESTATES SLIDE 1639-B LYING IN THE S1/2 OF SW1/4 SEC 36-T4S-R2E (ST WD)**

**300'(S) X 730'(S) IRR FR SW COR OF SEC 36 RUN TH N 660'(S), TH SE 730'(S), TH W 300'(S) TO THE POB LYING IN THE S 1/2 OF SW 1/4 SEC 36-T4S-R2E (ST WD)**

**8 AC(C) BEG AT THE NW COR OF SEC 1 RUN TH E 300'(S), TH SE 8 70'(S), TH SW 115'(S), TH NW 200', TH SW 488.9', TH N 800'(S) TO POB SEC 1-T5S-R2E RP563 PG1202 (ST WD)**

**Said property consisting of approximately 13 acres.**

Otherwise known as tax parcel numbers **05-32-07-36-0-000-001.002**, **05-32-07-36-0-000-001.015** and **05-32-07-36-0-000-001.016**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from RSF-2, Single Family District, to RA, Rural Agricultural District; and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on July 9, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

**WHEREAS**, the Baldwin County Commission held a public hearing on August 4, 2020; and

**WHEREAS**, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 28 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-20008, Lambert Ventures LLC Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 28 from RSF-2, Single Family District, to RA, Rural Agricultural District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 28 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **4th** day of **August 2020.**

---

Honorable Billie Jo Underwood, Chairman

*ATTEST:*

---

Wayne A. Dyess, County Administrator



# Baldwin County Planning & Zoning Department

## Baldwin County Commission Staff Report

### Agenda Item

Case No. Z-20008

### Lambert Ventures LLC Property

Rezone RSF-2, Single Family, to RA, Rural Agricultural District

August 4, 2020

## Subject Property Information

**Planning District:** 28  
**General Location:** South of Hwy 90  
**Physical Address:** N/A  
**Parcel Number:** 05-32-07-36-0-000-001.015  
05-32-07-36-0-000-001.002  
05-32-07-36-0-000-001.016  
**Existing Zoning:** RSF-2, Single Family District  
**Proposed Zoning:** RA, Rural Agricultural District  
**Existing Land Use:** Undeveloped  
**Proposed Land Use:** Landscaping Business  
**Acreage:** 13 acres, more or less  
**Applicant:** Jay Oberkirch  
2200 US 98 Suit 4 PMB 103  
Daphne, AL 36526  
**Owners:** Lambert Ventures LLC  
11623 Halcyon Loop  
Daphne, AL 36526  
**Lead Staff:** Celena Boykin, Senior Planner (Presented by Vince Jackson, Planning Director)  
**Attachments:** *Within Report*

Adjacent Land Use		Adjacent Zoning
North	Agricultural	RA, Rural Agricultural
South	Residential	RSF-2, Single Family
East	Residential/Agricultural	RSF-2, Single Family
West	Agricultural	RA, Rural Agricultural
Summary		

The subject property, which encompasses approximately 13 acres, is currently zoned RSF-2, Single Family District and is vacant. According to the information provided, the applicant would like to move his landscaping business to the subject property and therefore requested a rezoning to RA, Rural Agricultural

### Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional 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.

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 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	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

## 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

#### Agency Comments

**Baldwin County Highway Department (Tyler Mitchell):** Connection to US 90 would need to be coordinated with ALDOT. There appears to be active use of portions of this property for a power line easement and storm water pond for Bay Branch Estates. Are there easements in these locations? Will these uses remain?

**Planning & Zoning/Subdivisions (Mary Booth, Subdivision Coordinator):** No comments.

**ADEM:** No comments received.

**ALDOT:** No comments received.

**City of Daphne (Adrienne Jones, Planning Director):** A residential zoning is more palatable than a business zone. Is there a requirement for a buffer along the east side where abutting houses?

#### 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 vacant. The property adjoins State Highway 90 to the north. The adjoining properties are residential 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?**

The zoning for Planning District 28 was adopted by the Baldwin County on October 13, 1992. This area appears to be relatively stable with few, if any, changes since the adoption of zoning.

**3.) Does the proposed zoning better conform to the Master Plan?**

The Baldwin County Master Plan, 2013, provides a future land use designation of Residential for the subject property. If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Agriculture. The future Land Use designation of Agriculture is 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.

**4.) Will the proposed change conflict with existing or planned public improvements?**

Staff is unaware of any planned public improvements which would be impacted by this request.

**5.) Will the proposed change adversely affect traffic patterns or congestion?**

Per the Federal Highway Administration the functional classification of US 90 is minor arterial. Arterials provide a high level of mobility and a greater degree of access control. This business should not have much impact on traffic patterns or congestion. Access to this site from US 90 would require approval from ALDOT.

**6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

See response to Standard Number 1. Also as stated above, this area appears to be relatively stable with few, if any, changes since the adoption of zoning.

**7.) Is the proposed amendment the logical expansion of adjacent zoning districts?**

RA zoning is located adjacent to the west and north of the subject property.

**8.) Is the timing of the request appropriate given the development trends in the area?**

Timing is not a factor. There appears to be no significant development trends in this 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 which would be adversely impacted by this request.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

If the rezoning is approved and the property is developed, the impact should not be significant. Access to this site would require approval from ALDOT.

Development of the property will be considered as a major project. Prior to the issuance of a Land Use Certificate, staff will evaluate all submitted materials, including building plans, drainage plans, landscaping plans and site plans in order to ensure complete compliance with the requirements of the zoning ordinance. Required landscaped buffers will help to mitigate the potential for adverse impacts.

**11.) Other matters which may be appropriate.**

N/A

**Staff Comments and Recommendation**

As stated above, the subject property, which encompasses approximately 13 acres, is currently zoned RSF-2, Single Family District and is vacant. According to the information provided, the applicant would like to move his landscaping business to the subject property and therefore requested a rezoning to RA, Rural Agricultural.

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be **APPROVED**. \*

*\*On rezoning applications, the County Commission will have the final decision.*

160.4

16

35

36

2

1

DRAINAGE

30

1.006

1.014

1.013

1.012

1.002

1.016

1.017

1.018

1.019

1.020

1.40

1.41

1.42

1.43

1.44

1.26

1.016

8 Ac(c)

1.149

1.597

1.044



## Property Images





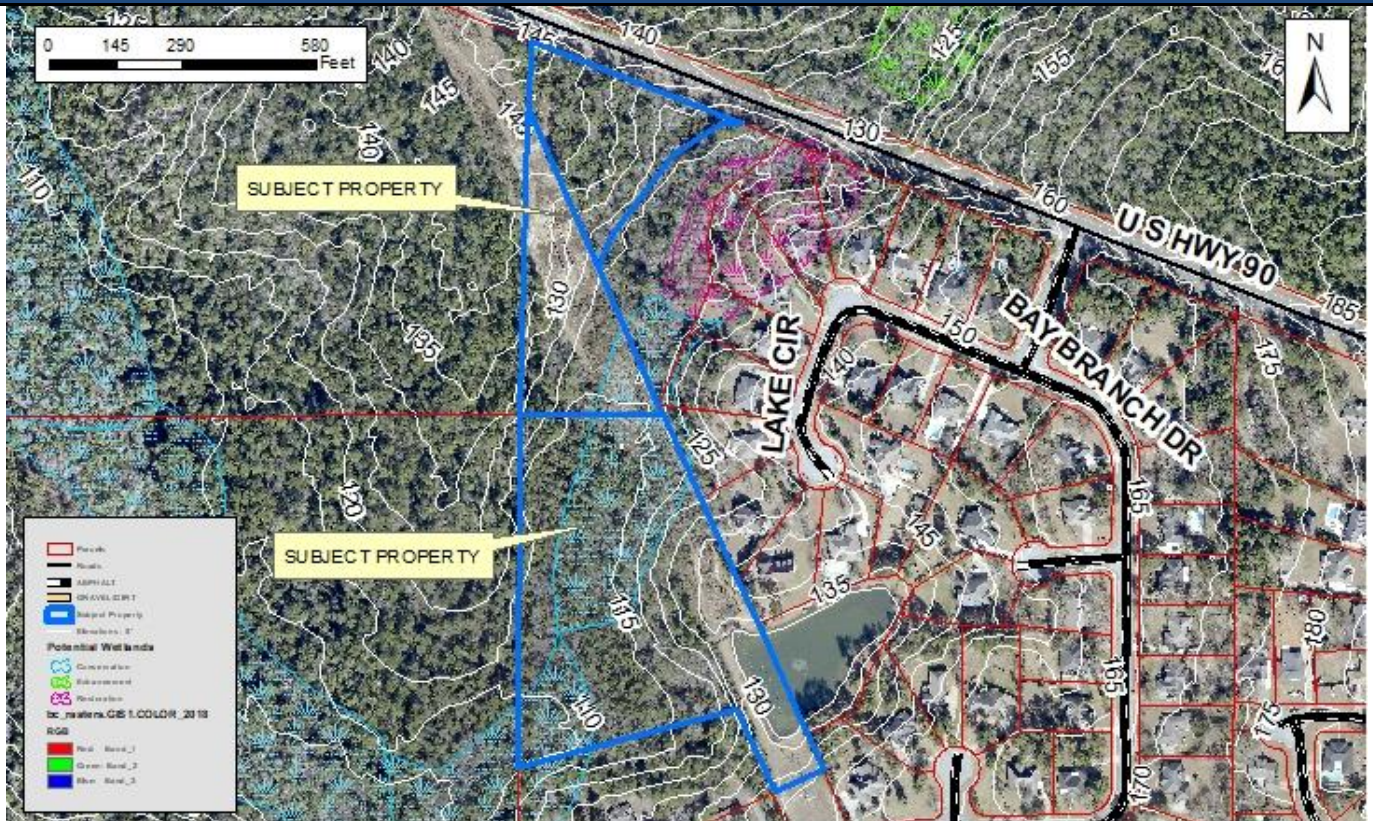




## Locator Map



## Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20008

Lambert Ventures LLC Property

Rezone RSF-2 to RA

July 9, 2020

Motion: TO RECOMMEND APPROVAL

Made by: NANCY MACKEY

Motion Seconded by: BONNIE LOWRY

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	A	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias	A	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	X	

MOTION TO RECOMMEND APPROVAL CARRIED ON A VOTE OF 5-0



- **A Baldwin County Land Use Certificate and building permit shall be obtained no later than six (6) months from the date of Conditional Use approval. The Planning Commission may grant additional time if deemed necessary.**
- **All signage must comply with Article 16 of the Baldwin County Zoning Ordinance.**
- **Any expansion of the proposed facility shall necessitate additional review by the Planning Commission.**

**d.) CASE Z-20008 LAMBERT VENTURES LLC PROPERTY**

Vince Jackson presented the rezoning request for property located on the south side of US Highway 90, west of Bay Branch Drive in Planning District 28. The request is to rezone approximately 13 acres from RSF-2 to RA to allow for a landscape business to operate on the parcel.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Jay Oberkirch and his real estate agent Thomas Wiggins signed up in favor of the request and answered questions. Tim Sowell and John Storey signed up and spoke in opposition of the request.

Nancy Mackey made a motion to recommend approval. Bonnie Lowery seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20008 rezoning request from RSF-2 to RA carries on a vote of 5-0.**

**e.) CASE Z-20009 HRABOVSKY PROPERTY**

Vince Jackson presented the rezoning request for property located to the south and west of Yorkshire Subdivision in Planning District 15. The request is to rezone approximately 23 acres from RSF-4 to RSF-E to allow agricultural and residential use of the property.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Cheryl Hrabovsky addressed the commission and answered questions. Gary Taylor spoke in opposition.

Bonnie Lowery made a motion to recommend approval. Plumer Tonsmeire seconded the motion. All members voted aye. **Motion to recommend for Case Z-20009 rezoning request from RSF-4 to RSF-E carries on a vote of 5-0.**

**f.) CASE S-20012 SWEATT PROPERTY**

Vince Jackson presented the rezoning request for property located to the west side of State Highway 181 and Rigsby Road in Planning District 15. The request is to rezone approximately 23.22 acres from RSF-1, RMF-6 and B-2 to HDR, High Density Residential to allow a 270-unit apartment home community on the property.

Mr. Jackson reported recommendation of approval by staff. Trey Jinright spoke on behalf of the applicant. John Spivey spoke on behalf of the owner. Joe Stein signed

Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20008, Lambert Ventures Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 8/4/2020

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

**Z-20008, Lambert Ventures Property**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020.**

The County Commission public hearing is scheduled for **Tuesday August 4, 2020.**

Please let me know if you have any questions.

Thank You,

**DJ Hart**



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):

July 22, 2020

Account # 987101 PO # \_\_\_\_\_

Cost \$ 360.00 Ad # 264748 - Z-20008 Lambert Ventures, LLC

Bethany Summerlin

**Bethany Summerlin**

**Sales Representative**

Bill To:

Baldwin County Planning

\_\_\_\_\_  
\_\_\_\_\_

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 23rd day of July, 2020

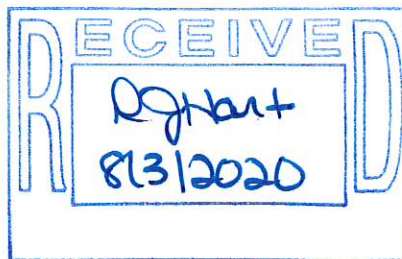
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER  
My Commission Expires  
April 10, 2022





## OBITUARIES

CONTINUED FROM 7

High School, class of 1967. He graduated from Ivy Technical College with a degree in CAD. Mr. Huckaby served in the Army from 1968 - 1974. He was a life-long Florida Gator fan. In addition to being an avid drummer for Gulf Shores United Methodist Church, Curtis had a deep love for the beach, and enjoyed other hobbies such as kayaking and playing tennis. Curtis could light up the room with his smile, and



had a laugh that was infectious. He truly never met a stranger. Curtis is preceded in death by his mother, Ruth Chandler, father, Floyd Curtis Huckaby Sr., sister, Joy

H. Seely, and grandson, Caleb Davis. He is survived by his siblings, Elizabeth (Ron) Stalvey, Sherry Huckaby, Ann (David) Huckaby-Thies, his children Curt (Stacy) Davis, Kyle (April) Huckaby, Corey Huckaby, Nathaniel Huckaby, Cara (Shawn Pendergrass) Huckaby, Marlie (Jacob) Hensley, and his grandchildren Kaydence, Emma, Adrianna, Jamison, Brandon, Carter D., Colin, and Carter A., along with many more nieces and nephews.

"Though I know I'll never lose affection

For people and things that went before I know I'll often stop and think about them In my life, I'll love you more." - The Beatles Memorial arrangements to be announced.



### JERNIGAN

Ms. Alma Jernigan, age 73, a native of Pensacola, and a resident of Elberta, passed away Saturday, July 18, 2020. Ms. Jernigan loved her grandchildren and great grandchild and cherished spending time with them. She was a great southern cook who also enjoyed sewing, crocheting, scrap booking and

doing crafts. Alma was preceded in death by her mother, Myrtle Sanford and son, John Jernigan and is survived by her daughter, Gina Parks and son, Chris Jernigan both of Pensacola; sister, Dottie (Kenny) Bearden of Fla.; brother, Donald Eldiwtiw of Oregon; three grandchildren, Jordan, Ryan, Laura and two great grandchildren, Ty and Fallon. Graveside funeral services were held Tuesday, July 21, 2020 at the Mt. Zion Cemetery, Stapleton, with Rev. Harvey Earls officiating. In lieu of flowers, memorials may be made to the Hemophilia Foundation, 917 W Osceola Street, Wetumpka, Ala., 36092 or to the charity of your choice.

### JORDAN

Faye Ellen Jordan, age 84, of Orange Beach. Passed away on June 15, 2020. Memorial services will be held at a later date. Please go to [www.casonfuneralservice.com](http://www.casonfuneralservice.com) and sign the Memorial book. Arrangements are

entrusted to Cason Funeral Service in Foley.

### MORRISON

Danny Morrison, age 58, of Daphne, passed away on June 17, 2020. Memorial services will be held at a later date. Please go to [www.casonfuneralservice.com](http://www.casonfuneralservice.com) and sign the Memorial book. Arrangements are entrusted to Cason Funeral Service in Foley.

### RULE

Mary E. Rule, age 77, of Foley, passed away on June 18, 2020. Please go to [www.casonfuneralservice.com](http://www.casonfuneralservice.com) and sign the Memorial Book. Arrangements are entrusted to Cason Funeral Service in Foley.

### RUSHING

Allen Rushing, age 33, of Daphne, passed away on June 17, 2020. Please go to [www.casonfuneralservice.com](http://www.casonfuneralservice.com) and sign the Memorial Book. Arrangements are entrusted to Cason Funeral Service in Foley.

## FREE Local News Email Updates

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Just log on to the web address above or call our office at 251-943-2151 and we'll sign you up!

Be the first to know what's happening in Baldwin from Gulf Coast Media's new e-newsletter.



## NEED EXTRA COPIES OF A PAPER?

For extra copies of an edition of a Gulf Coast Media newspaper, contact the GCM office, 901 N. McKenzie St. in Foley, to order them and arrange a pick-up time.

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address	Physical Address	Foley Office
22251 Palmer Street Robertsdale, AL 36567 Phone: (251) 580-1655 Fax: (251) 580-1656	22070 Highway 59 Robertsdale, AL 36567 Phone: (251) 580-1655 Fax: (251) 580-1656	201 East Section Avenue Foley, AL 36535 Phone: (251) 972-8523 Fax: (251) 972-8520

#### Case No. Z-20008 Lambert Ventures LLC Property Planning District 28

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Jay Oberkirch on behalf of Lambert Ventures LLC, owner of property located on US Hwy 90 in Planning District 28. The applicant is requesting approval to rezone 13± acres from RSF-2 Single Family District to RA - Rural Agricultural District. The Parcel Identification Numbers are 05-32-07-36-0-000-001.015 and 05-32-07-36-0-000-001.002 and 05-43-01-01-0-000-001.016.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 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.

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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#### Case No. Z-20017 Pelfrey Property Planning District 22

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Brett Pelfrey, owner of property located at 13826 Co Rd 93 in Planning District 22. The applicant is requesting approval to rezone 13.9± acres from RSF-1 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-05-22-0-000-008.006.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 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:

07/15/2020, 07/22/2020, 07/29/2020

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 07/29/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313665

Z-20008 Lambert Ventures LLC

Amount of Ad: \$350.40

Legal File# Z-20008 Lambert

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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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-20008  
Lambert Ventures LLC  
Property  
Planning District 28

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Jay Oberkirch on behalf of Lambert Ventures LLC, owner of property located on US Hwy 90 in Planning District 28. The applicant is requesting approval to rezone 13± acres from RSF-2 Single Family District to RA - Rural Agricultural District. The Parcel Identification Numbers are 05-32-07-36-0-000-001.015 and 05-32-07-36-0-000-001.002 and 05-43-01-01-0-000-001.016.

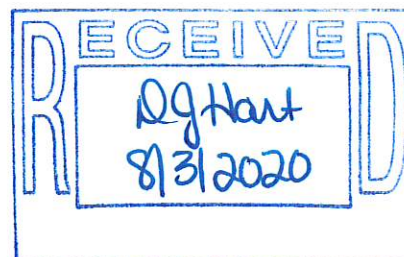
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July 15-22-29, 2020



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20008 Lambert Ventures LLC

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 7/9/2020

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

**Z-20008, Lambert Ventures LLC**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020**.

The County Commission public hearing is scheduled for **Tuesday August 4, 2020**.

Please let me know if you have any questions.

Thank You,

**DJ Hart**



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06/24/2020

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  
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Baldwin County, Alabama  
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AMBER KIMBLER  
My Commission Expires  
April 10, 2022

Sworn and subscribed to on 06/24/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 312922

Z-20008 Lambert Ventures LLC Property

Amount of Ad: \$120.00

Legal File# Z-20008 Lamber

### BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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Robertsdale, AL 36567  
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Foley Office  
201 East Section Avenue  
Foley, AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

### NOTICE OF PUBLIC HEARING

Case No. Z-20008  
Lambert Ventures  
LLC Property  
Planning District 28

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Jay Oberkirch on behalf of Lambert Ventures LLC, owner of property located on US Hwy 90, in Planning District 28. The applicant is requesting approval to rezone 13± acres from RSF-2 Single Family District to RA - Rural Agricultural District. The Parcel Identification Numbers are 05-32-07-36-0-000-001.015 and 05-32-07-36-0-000-001.002 and 05-43-01-01-0-000-001.016.

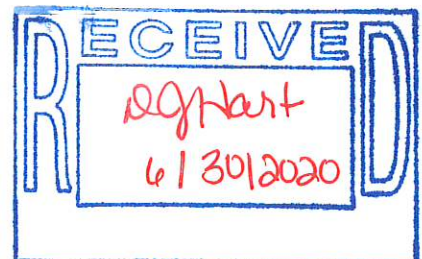
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, July 9, 2020, beginning at 5:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning  
& Zoning Department  
22251 Palmer Street  
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

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June 24, 2020





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1352, **Version:** 1

**Item #:** DR2

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

---

### **ITEM TITLE**

Case No. Z-20009 - Hrabovsky Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2020-104, which approves Case No. Z-20009 - Hrabovsky Property, as it pertains to the rezoning of approximately 23 acres, located in Planning (Zoning) District 15, from RSF-4, Single Family District, to RSF-E, Residential Single Family Estate District.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** Resolution #2009-120, August 18, 2009

**Background:** The subject property, which consists of approximately 23 acres, is currently zoned RSF-4, Single Family District. The designation of RSF-E, Residential Single Family Estate District, has been requested. According to the information provided, the purpose of this application is to use the land as a family farm. Plans include construction of a dwelling, growing various trees and plants, and raising poultry and possibly other livestock. The majority of the property will continue to be used for timber growth. A rezoning of this type is considered a down zoning due to the fact that the request designation would be more restrictive than the current designation.

The Planning Commission considered this request on July 9, 2020 and voted to recommend approval to the County Commission. Letters of opposition from concerned residents are contained within the body of the staff report.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes. Gulf Coast Newspapers.

**If the proof of publication affidavit is not attached, list the reason:** Forthcoming from staff.

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** County Administration Office

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

Send Notice of Action to the following:

Steven and Cheryl Hrabovsky  
28708 Bay Branch Drive  
Daphne, Alabama 36526

**Additional instructions/notes:** Planning and Zoning Department - Update Official Zoning Map.

STATE OF ALABAMA

COUNTY OF BALDWIN

**RESOLUTION # 2020-104**

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20009, Hrabovsky Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

**WHEREAS**, Steven and Cheryl Hrabovsky have petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

**23 AC(C) COM AT THE NE COR OF SEC 8 TH RUN W 747'(S), TH S 40.47' TO S R/W OF US HWY 90. W 7', TH S'LY 660'(S), TH E, 72', TH S 190' TO THE POB TH CONT S 448'(S), TH W 1316'(S), TH N 1040'(S), TH E 265'(S), TH SE 180'(S), TH NE'LY 35'(S), TH SW 183'(S), TH SE 118'(S), TH NE 403'(S), TH NE 87'(S), TH NE 51'(S), TH NE 137'(S), TH SE 141'(S), TH SE 90'(S), TH, SE 186'(S) TO THE POB SEC 8-T5S-R3E (WD-SURVIVORSHIP)**

**Said property consisting of approximately 23 acres.**

Otherwise known as tax parcel number **05-42-03-08-0-000-005.004**, 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-4, Single Family District, to RSF-E, Residential Single Family Estate District; and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on July 9, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

**WHEREAS**, the Baldwin County Commission held a public hearing on August 4, 2020; and

**WHEREAS**, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, That the petitioner's request to rezone the property (Case No. Z-20009, Hrabovsky Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 to RSF-4, Single Family District, to RSF-E, Residential Single Family Estate District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.



DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **4th** day of **August 2020.**

---

Honorable Billie Jo Underwood, Chairman

*ATTEST:*

---

Wayne A. Dyess, County Administrator



# Baldwin County Planning & Zoning Department

## Baldwin Planning Commission Staff Report

### Agenda Item

Case No. Z-20009

Hrabovsky Property

Rezone RSF-4, Single Family District to RSF-E, Residential Single Family Estate District

August 4, 2020

### Subject Property Information

**Planning District:** 15  
**General Location:** South and west of Yorkshire Subdivision  
**Physical Address:** 27473 Yorkshire Drive, Loxley  
**Parcel Number:** 05-42-03-08-0-000-005.004  
**Existing Zoning:** RSF-4, Single Family District  
**Proposed Zoning:** RSF-E, Residential Single Family Estate District  
**Existing Land Use:** Agricultural  
**Proposed Land Use:** Agricultural and Residential  
**Acreage:** 23 acres +/-  
**Applicants:** Steven and Cheryl Hrabovsky  
28708 Bay Branch Drive  
Daphne, Alabama 36526  
**Owners:** Same  
**Lead Staff:** Vince Jackson, Planning Director  
**Attachments:** *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Residential	RSF-1 and RSF-4, Single Family
South	Residential and Agricultural	RSF-1 and RSF-2, Single Family
East	Residential	RSF- 1, Single Family District
West	Residential and Agricultural	RSF-1, Single Family District

### Summary

The subject property, which consists of approximately 23 acres, is currently zoned RSF-4, Single Family District. The designation of RSF-E, Residential Single Family Estate District, has been requested. According to the information provided, the purpose of this application is to use the land as a family farm. Plans include construction of a dwelling, growing various trees and plants, and raising poultry and possibly other livestock. The majority of the property will continue to be used for timber growth.

## **Section 4.5      RSF-4, Single Family District**

**4.5.1 Generally.** This zoning designation is provided to afford the opportunity for the choice of a moderate density residential development consisting of single family homes.

**4.5.2 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.

**4.5.3 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.

**4.5.4 Special exception.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

**4.5.5 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
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

## Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Agricultural uses.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.1.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.1.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.1.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

#### Agency Comments

**Baldwin County Highway Department (Tyler Mitchell, P.E., Construction Manager):**

Connection to existing roads within Yorkshire would need to be coordinated with the Baldwin County Highway Department.

**Planning & Zoning/Subdivisions (Mary Booth, Subdivision Coordinator):** No comments.

**ADEM:** No comments received.

**ALDOT:** No comments received.

**Town of Loxley:** No comments received.

#### Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

**1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?**

The subject property is currently occupied with one accessory structure and chicken coops. The property adjoins Yorkshire Drive to the north. The adjoining properties are residential and agricultural. Adjacent zoning designations are RSF-1 and RSF-2.

**2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?**

The zoning for Planning District 15 was adopted by the County Commission on August 1, 2006. The original zoning designation which was granted for the subject property was R-1(a). This designation is now known as RSF-1. On August 18, 2009, the Commission approved the rezoning of the subject property to R-4(sf). Six additional parcels, three of which were located in Yorkshire Subdivision Unit One, were included. The purpose of the rezoning was to allow the for the construction of Yorkshire Subdivision Unit 2 (Case Z-09016, Resolution #2009-120). This section of the subdivision, however, was never completed.

### **3.) Does the proposed zoning better conform to the Master Plan?**

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential is provided for the subject property. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. Agricultural uses may also be included. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD. If the rezoning is approved, the Future Land Use Map will remain unchanged. Adjacent parcels also carry the residential future land use designation.

### **4.) Will the proposed change conflict with existing or planned public improvements?**

Staff knows of no conflicts with existing or planned public improvements. As stated previously, connection to existing roads within Yorkshire would need to be coordinated with the Baldwin County Highway Department

### **5.) Will the proposed change adversely affect traffic patterns or congestion?**

Traffic patterns or congestion should not be adversely affected by this proposed rezoning. It should be noted that under the current zoning, the property could potentially be subdivided into a maximum of 133 lots. This type of development would have a much more significant traffic impact.

### **6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

The primary surrounding land uses are residential and agricultural. Please also see the response to Standard 1.

### **7.) Is the proposed amendment the logical expansion of adjacent zoning districts?**

Surrounding properties are zoned RSF-1, RSF-2 and RSF-4. There are no adjacent parcels which are zoned RSF-E. The applicants originally intended to request RA, Rural Agricultural District. Staff, however, suggested RSF-E due to the fact that it is primarily a single family designation which would also allow the agricultural uses desired by the applicants.

### **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?**

Baldwin County GIS indicates a small area of potential wetlands at the eastern edge of the subject property. A 30' development setback from wetlands is required, according to the zoning ordinance. With the plans proposed, wetland impacts are unlikely. Staff knows of no other adverse impacts to environmental conditions or historic resources.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

Staff knows of no adverse affects.

**11.) Other matters which may be appropriate.**

A rezoning of this type is considered down zoning. Such requests are typically approved without controversy. In the case at hand, staff has received calls and emails expressing concerns with this request. Staff anticipates that citizens will be present at the public hearing in order to voice these concerns.

**Staff Comments and Recommendation**

As stated above, the subject property, which consists of approximately 23 acres, is currently zoned RSF-4, Single Family District. The designation of RSF-E, Residential Single Family Estate District, has been requested. According to the information provided, the purpose of this application is to use the land as a family farm. Plans include construction of a dwelling, growing various trees and plants, and raising poultry and possibly other livestock. The majority of the property will continue to be used for timber growth.

Unless information to the contrary is revealed during the public hearing, this case should be **APPROVED**. \*

*\*On rezoning applications, the County Commission will have the final decision.*

## Property Images

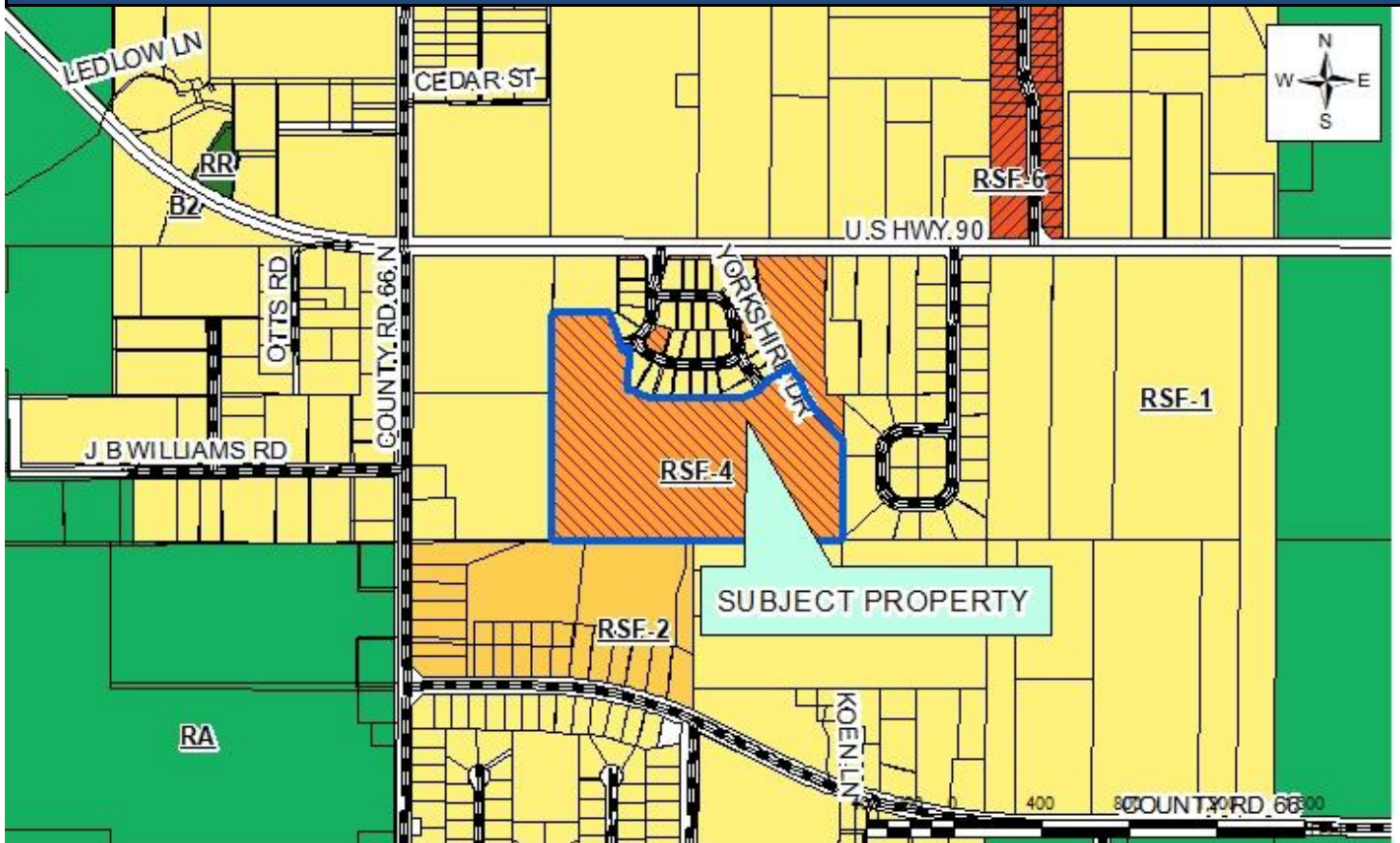








Locator Map



Site Map



Angela and Chuck Tracy

27433 Yorkshire Drive

Loxley, AL 36551

RE: Concerns about the rezoning, case Z-20009

My husband and I have lived in the neighborhood for 12 years. When we first moved to Yorkshire, we were encouraged that a second phase of the neighborhood would be developed within a few years. Regrettably the economic downturn in 2008 put the developers out of business. Since that time we have had concerns over the future of the 25 acres requesting rezoning.

The owners/visitors consistently drive too fast placing everyone in danger, particularly children in Yorkshire. Their property was/is in our covenants and restrictions yet they do not pay dues to help with the upkeep of the neighborhood.

I am a member of the Board of Yorkshire and have had complaints of all kinds regarding the property.

Examples:

Unlawful fishing in the residential pond.

Loud parties during the night.

Rooster crowing all day.

Speeding through the neighborhood.

Menacing guns being shot of at all hours.

Broken down cars dumped at the property

We directed our ownership to contact Loxley Police to handle these complaints rather than posturing with owners of the property.

I am personally concerned about rezoning and the effect on our property values in Yorkshire. I am further concerned as a Board member if they could continue the use of our entrance to their property. It does not seem reasonable or fair that they should be able to do so without contributing to the upkeep of the general property areas.

Speaking as a member of the Board and as an owner, my husband and I WANT THE ZONING REQUEST TO BE DENIED.

There are ENDLESS questions that need to be answered to even begin to consider rezoning what was planned to be developed as residential including the following:

Alternate ingress/egress besides the Yorkshire entrance.

What type of farm?

Restrictions that would come into play regarding the property (seems they have NONE at the moment).

Would there be a buffer zone between the property line and WHATEVER they are planning to construct?

Are the owners willing to pay dues to the Association if there is no other ingress/egress and how would that be assessed considering the size of the property?

Do they intend to clean up the current entrance to the property?

Again, we are vehemently OPPOSED TO THE REZONING REQUEST.

Thanks for your consideration in this matter.

Angela Tracy

Yorkshire Homeowner



Burl and Ann Barbour  
27447 Yorkshire Drive  
Loxley, AL 36551

RE: Concerns about the rezoning, case Z-20009

WE are very concerned about the above mentioned rezoning and what an approval for the case would do to our neighborhood. The owners have already shown they have very little respect for our subdivision and its residents.

We, along with other residents of Yorkshire have had several issues with the owners of this property. Our HOA President, Angela Tracy, was contacted in December by a couple who lives 2 houses east of Yorkshire on highway 90. Part of the rear of their property touches the property to be rezoned. They were upset and disturbed by the playing of loud music and guns being fired on the property. So concerned they called the Loxley Police and Zoning Department to ask for help. We, too, have been disturbed by the parties, loud music, gunshots and the revving up motor noise from motorcycles, etc. The music is so loud a times you can hear the base sound inside our house. They have "spend the night" parties right at the edge of our subdivision too (lots of vehicles when that happens), also noisy. When the party goers get up in the morning, yes they sleep down there/no bathroom and start leaving during the next day, they also go too fast through our subdivision. The owners have trespassed on Yorkshire common areas and have also been seen fishing in Yorkshire's lake. The owners, along with their visitors speed though our neighborhood. So if they are allowed to have "farm animals" we can only imagine the problems that will create. They currently have a chicken pen and lots of loud chickens that make noise all during the day/night. So, with all this going on there are numerous trips daily through Yorkshire. They have erected a tacky wire fence with orange ribbons/ties tied on it. Along with the fence and the junked vehicle they have parked, those are the first things you see when traveling south on Yorkshire Drive on the eastern side of our neighborhood. The residents of Yorkshire take pride in their property and this area is an eyesore for all of us. The owners of the property knew when they bought the property what is was zoned for. WE do not need other farm animals in addition to the existing chickens so close to our homes. WE should have the right to enjoy our subdivision without all these disturbances and eyesores. Residents should also be able to enjoy peace and quiet, especially when we try to go to sleep at night.

WE don't need farm equipment, logging trucks ,construction equipment and who knows what else going through our subdivision. It will be hard on our streets and dangerous for our residents. They do not have a paved entrance to their property so when it rains, the mud is carried through our streets creating a big mess.....this is also an ongoing concern.

We are appreciate all your consideration and ask that this request for rezoning be turned down.

Thank you in advance for your attention to our request.

Burl and Ann Barbour

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20009

Hrabovsky Property

Rezone RSF-4 to RSF-E

July 9, 2020

Motion: TO RECOMMEND APPROVAL

Made by: BONNIE LOWRY

Motion Seconded by: PLUMER TONSMEIRE

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	A	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias	A	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	X	

MOTION TO RECOMMEND APPROVAL CARRIED ON A VOTE OF 5-0

- **A Baldwin County Land Use Certificate and building permit shall be obtained no later than six (6) months from the date of Conditional Use approval. The Planning Commission may grant additional time if deemed necessary.**
- **All signage must comply with Article 16 of the Baldwin County Zoning Ordinance.**
- **Any expansion of the proposed facility shall necessitate additional review by the Planning Commission.**

**d.) CASE Z-20008 LAMBERT VENTURES LLC PROPERTY**

Vince Jackson presented the rezoning request for property located on the south side of US Highway 90, west of Bay Branch Drive in Planning District 28. The request is to rezone approximately 13 acres from RSF-2 to RA to allow for a landscape business to operate on the parcel.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Jay Oberkirch and his real estate agent Thomas Wiggins signed up in favor of the request and answered questions. Tim Sowell and John Storey signed up and spoke in opposition of the request.

Nancy Mackey made a motion to recommend approval. Bonnie Lowery seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20008 rezoning request from RSF-2 to RA carries on a vote of 5-0.**

**e.) CASE Z-20009 HRABOVSKY PROPERTY**

Vince Jackson presented the rezoning request for property located to the south and west of Yorkshire Subdivision in Planning District 15. The request is to rezone approximately 23 acres from RSF-4 to RSF-E to allow agricultural and residential use of the property.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Cheryl Hrabovsky addressed the commission and answered questions. Gary Taylor spoke in opposition.

Bonnie Lowery made a motion to recommend approval. Plumer Tonsmeire seconded the motion. All members voted aye. **Motion to recommend for Case Z-20009 rezoning request from RSF-4 to RSF-E carries on a vote of 5-0.**

**f.) CASE S-20012 SWEATT PROPERTY**

Vince Jackson presented the rezoning request for property located to the west side of State Highway 181 and Rigsby Road in Planning District 15. The request is to rezone approximately 23.22 acres from RSF-1, RMF-6 and B-2 to HDR, High Density Residential to allow a 270-unit apartment home community on the property.

Mr. Jackson reported recommendation of approval by staff. Trey Jinright spoke on behalf of the applicant. John Spivey spoke on behalf of the owner. Joe Stein signed

Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20009 Hrabovosky Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 8/4/2020

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

**Z-20009, Hrabovosky Property**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020.**

The County Commission public hearing is scheduled for **Tuesday August 4, 2020.**

Please let me know if you have any questions.

Thank You,

**DJ Hart**



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):

July 22, 2020

Account # 987101 PO # \_\_\_\_\_

Cost \$ 360.00 Ad # 264750

2 - 20009

Hrabovsky Property

Bethany Summerlin

**Bethany Summerlin**

**Sales Representative**

Bill To:

Baldwin County Planning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 23rd day of July, 2020

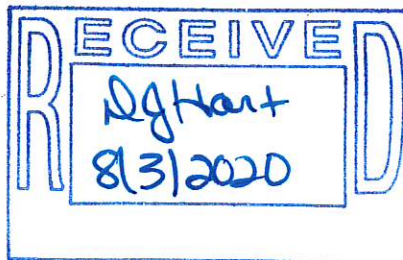
Amber Kimbler

**Amber Kimbler**

**Notary Public for Alabama**



AMBER KIMBLER  
My Commission Expires  
April 10, 2022





# Out & About in Baldwin County

## Elberta's Sportsplex project going strong

By JESSICA VAUGHN  
jessica@gulfcoastmedia.com

ELBERTA — The Town of Elberta's Sportsplex is quickly taking shape, with all the infields in place.

The location's gone through elevation changes to allow drainage into a pond located on the corner of the property, meaning no water leaves the site while still allowing for rapid drainage. Due to the design, teams will be able to play shortly after a rain event.

"We have not sprigged the grass in as of yet because we're going to put sprinkler systems on a number of those fields beforehand," said Mayor Jim Hamby. "We're in the process right now of getting power on the property so that we can put pumps in so we'll have the water for the irrigation. So power first, then the pumps so we can run them and see how much water they put out, and then the sprinkler system will go in based on how much water the



SUBMITTED PHOTO

wells are pumping out."

The grass will be sprigged in shortly after the sprinklers are installed. Hamby hopes to see this happen by Sept. 1, if not sooner.

Concrete has been laid in small patches to mark construction of sidewalks that will form a U-shape and allow visitors to walk from one field

to the other. Playground equipment has been donated from the Elberta Middle School to go on the property as well. The playground will be placed after the grass has been sprigged.

In addition, Elberta has applied for a RC&D grant that will be used with an individual donation. The grant, which typically

is given out in increments of \$5,000, \$10,000, or \$15,000, was awarded to Elberta last year in the form of \$14,000. No match from the town is required. The town is asking for the maximum of \$15,000.

"We are going to pair up another donation that we received from an individual as a match as an

inducement to them to award the money to the town," Hamby said.

The donated money is going to be used to create a shaded structure at the Sportsplex property. The structure will allow for a picnic area for families, as well as shelter during a rain shower or from the sun on hot summer days.

If the RC&D grant is

awarded, Hamby hopes to add sidewalks leading to and from the shaded area.

"It will be a 24 by 30-foot roofed area, so we thought that we would try to use this grant money if we were to receive it to put the concrete underneath the area and then sidewalks around it," he said.

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

**Mailing Address**  
22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Physical Address**  
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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

#### Case No. Z-20012 Sweatt Property Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Hathaway Development LLC, on behalf of Thomas Sweatt, owner of property located at 28013 St Hwy 181 in Planning District 15. The applicant is requesting approval to rezone 23.22± acres from RSF-1 Single Family District to HDR, High Density Res. District. The Parcel Identification Numbers are 05-43-02-10-0-000-001.001 and 05-43-02-10-0-000-002.000 and 05-43-02-03-0-000-004.000 and 05-43-02-03-0-000-005.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 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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#### Case No. Z-20009 Hrabovsky Property Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Steven and Cheryl Hrabovsky, owner of property located at 27473 Yorkshire Dr in Planning District 15. The applicant is requesting approval to rezone 23± acres from RSF-4 Single Family District to RSF-E - Estate Res District. The Parcel Identification Number is 05-42-03-08-0-000-005.004.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 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:

07/15/2020, 07/22/2020, 07/29/2020

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 07/29/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313666

Z-20009 Hrabovsky Property

Amount of Ad: \$340.80

Legal File# Z-20009 Hrabovs

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### NOTICE OF PUBLIC HEARING

Case No. Z-20009  
Hrabovsky Property  
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Steven and Cheryl Hrabovsky, owner of property located at 27473 Yorkshire Dr in Planning District 15. The applicant is requesting approval to rezone 23± acres from RSF-4 Single Family District to RSF-E - Estate Res District. The Parcel Identification Number is 05-42-03-08-0-000-005.004.

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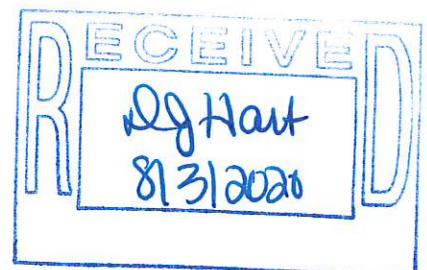
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22251 Palmer Street  
Robertsdale, AL 36567

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.  
July 15-22-29, 2020



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20009 Hrabovsky Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 7/9/2020

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Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

**Z-20009, Hrabovsky Property**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020**.

The County Commission public hearing is scheduled for **Tuesday August 4, 2020**.

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:

06/24/2020

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 06/24/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 312923

Z-20009 Hrabovsky Property

Amount of Ad: \$116.48

Legal File# Z-20009 Hrabovs

### BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address  
22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

Physical Address  
22070 Highway 59  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

Foley Office  
201 East Section Avenue  
Foley, AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

### NOTICE OF PUBLIC HEARING

Case No. Z-20009  
Hrabovsky Property  
Planning District 15

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Steven and Cheryl Hrabovsky, owner of property located 27473 Yorkshire Dr in Planning District 15. The applicant is requesting approval to rezone 23± acres from RSF-4 Single Family District to RSF-E - Estate Res District. The Parcel Identification Number is 05-42-03-08-0-000-005.004.

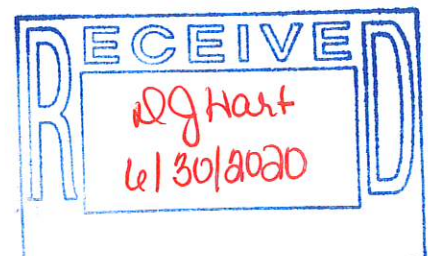
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, July 9, 2020, beginning at 5:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning & 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.  
June 24, 2020





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1353, **Version:** 1

**Item #:** DR3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

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### **ITEM TITLE**

Case No. Z-20012 - Sweatt Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2020-105, which approves Case No. Z-20012 - Sweatt Property, as it pertains to the rezoning of approximately 23.22 acres, located in Planning (Zoning) District 15, from RSF-1, Single Family District, RMF-6, Multiple Family District, and B-2, Neighborhood Business District, to HDR, High Density Residential District.

### **BACKGROUND INFORMATION**

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

**Background:** This application involves four parcels which total approximately 23.22 acres. The existing zoning designations are RSF-1, Single Family District, RMF-6, Multiple Family District, and B-2, Neighborhood Business District. A zoning of HDR, High Density Residential District, has been requested in order to allow for the development of a 270 unit apartment home community to be known as the Exchange at Daphne. The subject properties are located to the north of an existing apartment complex which was developed and zoned under County zoning prior to annexation into the City of Daphne. If this request is approved, the properties will be the first to carry the HDR designation.

The Planning Commission considered this request on July 9, 2020 and voted to recommend approval to the County Commission.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes. Gulf Coast Newspapers.

**If the proof of publication affidavit is not attached, list the reason:** Forthcoming from staff.

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** County Administration Office

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Send Notice of Action to the following:

Jack Shelton, Project Manager  
Hathaway Development, LLC  
3300 Northeast Expressway, Building 6  
Atlanta, Georgia 30341

**Additional instructions/notes:** Planning and Zoning Department - Update Official Zoning Map.

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

**RESOLUTION # 2020-105**

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20012, Sweatt Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

**WHEREAS**, Hathaway Development, LLC, on behalf of Thomas A. Sweatt, has petitioned the Baldwin County Commission to rezone certain properties, in Planning (Zoning) District No. 15, for properties identified herein and described as follows:

**SEC 3-T5S-R2E AND SEC 10-T5S-RSE (Further Described in Attachment A).**

**Said properties consisting of approximately 23.22 acres.**

Otherwise known as tax parcel numbers **05-43-02-10-0-000-001.001, 05-43-02-10-0-000-002.000, 05-43-02-03-0-000-004.000 and 05-43-02-03-0-000-005.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the properties herein identified be rezoned from RSF-1, Single Family District, RMF-6, Multiple Family District and B-2, Neighborhood Business District, to HDR, High Density Residential District; and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on July 9, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

**WHEREAS**, the Baldwin County Commission held a public hearing on August 4, 2020; and

**WHEREAS**, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, That the petitioner's request to rezone the properties (Case No. Z-20012, Sweatt Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from RSF-1, Single Family District, RMF-6, Multiple Family District and B-2, Neighborhood Business District, to HDR, High Density Residential District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.



DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **4th** day of **August 2020.**

---

Honorable Billie Jo Underwood, Chairman

*ATTEST:*

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Wayne A. Dyess, County Administrator

Attachment A

Z-20012 Sweatt Property Legal Description

Parcel 1

8.9 AC(C) COM AT THE SE COR OF SEC 3 RUN TH N 120' TH W 92.6  
8' FOR THE POB, TH CONT W 232'(S), TH S 120'(S), TH W 685'(S  
) , TH N 342'(S), TH E 1216'(S), TH S 225'(S) TO THE POB SEC  
3-T5S-R2E (WILL) DB319 PG464 (CASE-25381) (DECREE)

---

Parcel 2

158' X 223' (S) BEG AT NE COR OF SEC, RUN TH S 218' & W 92'(S)  
S) FOR THE POB, TH RUN S 158' TH W 223' TH N 158' TH E 223'  
TO THE POB SEC 10-T5S-R2E

---

Parcel 3

120' X 232'(S) BEG SE COR SEC 3-T5S-R2E TH RUN W 92'(S), TH  
RUN N 120' TH RUN W 232'(S), TH RUN S 120', TH RUN E 232'(S)  
TO POB SEC 3-T5S-R2E (WD) IN# 1529298 (ROW)

---

Parcel 4

13 AC(C) COM AT THE NE COR OF SEC 10 RUN TH W 40'(S) FOR POB  
TH RUN S 58'(S), TH W 276', TH S 481'(S), TH E 223'(S), TH  
S 281'(S), TH W 570'(S), TH N 499'(S), TH NW 651'(S), TH N 2  
45'(S), TH E 1270'(S) TO THE POB SEC 10-T5S-R2E (WILL) DB17  
PG151 (CASE 25381) DECREE

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# Baldwin County Planning & Zoning Department

## Baldwin County Commission Staff Report

### Agenda Item

Case No. Z-20012

### Sweatt Property

Rezone RSF-1, Single Family District, RMF-6, Multiple Family District & B-2, Neighborhood Business District,  
to HDR, High Density Residential District

August 4, 2020

## Subject Property Information

**Planning District:** 15  
**General Location:** West side of State Highway 181 at Rigsby Road  
**Physical Address:** 28013 State Highway 181, Daphne  
**Parcel Numbers:** 05-43-02-10-0-000-001.001, 05-43-02-10-0-000-002.000, 05-43-02-03-0-000-004.000 & 05-43-02-03-0-000-005.000  
**Existing Zoning:** RSF-1, Single Family District, RMF-6, Multiple Family District & B-2, Neighborhood Business District  
**Proposed Zoning:** HDR, High Density Residential District  
**Existing Land Use:** Undeveloped and Existing Residential Structures  
**Proposed Land Use:** Multi Family Residential (270 unit apartment home community)  
**Acreage:** 23.22 acres, more or less  
**Applicant:** Hathaway Development, LLC  
3300 Northeast Expressway, Building 6  
Atlanta, Georgia 30341  
**Owner:** Thomas A. Sweatt  
C/O Jeffrey Sweatt (MA)  
1003 County Road 359  
New Albany, Mississippi 38652  
**Lead Staff:** Vince Jackson, Planning Director  
**Attachments:** *Within Report*

Adjacent Land Use		Adjacent Zoning
North	Undeveloped/Agricultural	RSF-1, Single Family District
South	Apartment Complex	City of Daphne
East	Residential/Cemetery	B-2/Unzoned
West	Undeveloped	RSF-1, Single Family District
Summary		

This application involves four parcels which total approximately 23.22 acres. The existing zoning designations are RSF-1, Single Family District, RMF-6, Multiple Family District, and B-2, Neighborhood Business District. A zoning of HDR, High Density Residential District, has been requested in order to allow for the development of a 270 unit apartment home community to be known as the Exchange at Daphne. The subject properties are located to the north of an existing apartment complex which was developed and zoned under County zoning prior to annexation into the City of Daphne. If this request is approved, the properties will be the first to carry the HDR designation.

## 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
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet

Minimum Lot Width at Street Line  
Maximum Ground Coverage Ratio

50-Feet  
.35

## **Section 4.9 RMF-6, Multiple Family District**

4.9.1 *Generally.* The intent of this zoning designation is to provide the opportunity for multiple family residential development.

4.9.2 *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) Multiple family dwellings.
- (e) Two family dwellings.
- (f) Single family dwellings including manufactured housing and mobile homes.
- (g) Accessory structures and uses.
- (h) The following institutional use: church or similar religious facility.

4.9.3 *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.

4.9.4 *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 local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).
- (b) Boarding house, rooming house, lodging house, or dormitory.
- (c) Fraternity or sorority house.

4.9.5 *Area and dimensional ordinances (single family and two family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

4.9.6 *Area and dimensional ordinances (multiple family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Maximum Height in Habitable Stories	3
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

4.9.7 *Townhouses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards 10-Feet	(exterior wall side yards)
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80



## **Section 5.2 B-2, Neighborhood Business District**

**5.2.1 Purpose and intent.** The purpose and intent of the B-2 Neighborhood Business District is to provide a limited commercial convenience facility, servicing nearby residential neighborhoods, planned and developed as an integral unit.

**5.2.4 Mixed uses.** Mixed residential and commercial uses may be permissible as conditional uses in the B-2 Neighborhood Business District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*, and subject to the following criteria:

- (a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks and type of equipment.
- (b) The residential uses shall be designed so that they are compatible with the commercial uses.
- (c) Residential and commercial uses shall not occupy the same floor of a building.
- (d) Residential and commercial uses shall not share the same entrances.
- (e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-2 district. A dwelling unit density of .5 (1/2) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed use project exceed 4 dwelling units per acre.
- (f) Building height shall not exceed three stories.
- (g) A minimum of 30 percent of the mixed use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained).
- (h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible.

## Section 4.10 HDR, High Density Residential District

4.10.1 *Generally*. The intent of this zoning designation is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting.

4.10.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) Extraction or removal of natural resources on or under land.
- (b) Water well (public or private).
- (c) Silviculture.
- (d) Multiple family dwellings (apartments and condominiums).
- (e) Two family dwellings.
- (f) Townhouses.
- (g) Single Family Dwellings.
- (h) Accessory structures and uses.
- (i) Church or similar religious facility.

4.10.3 *Conditional 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) Country club.

4.10.4 *Area and dimensional ordinances (single family and two family)*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 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
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet

Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

4.10.5 *Area and dimensional ordinances (multiple family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	50
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

4.10.6 *Townhouses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 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	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	10-Feet (exterior wall side yards)
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

4.10.7 *Open space requirement.* A minimum of 10% of the gross land area developed under the HDR designation shall be set aside as permanent open space to include amenities, common areas and recreation facilities.

4.10.8 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward properties designated single family residential, which are located within 200-feet of the source of the light.

4.10.9 *Landscaping and buffering.* All HDR, High Density Residential District, properties shall meet the requirements of *Article 17: Landscaping and Buffers*.

## Agency Comments

**Planning and Zoning/Subdivisions:** Mary Booth, Subdivision Coordinator

If the rezoning is approved, Final Site Plan approval in accordance with the *Baldwin County Subdivision Regulations* will be required.

**ALDOT:** Michael Smith, Area Permit Manager

**From:** Smith, Michael <[smithmi@dot.state.al.us](mailto:smithmi@dot.state.al.us)>

**Sent:** Tuesday, May 12, 2020 6:02 PM

**To:** D Hart <[DHart@baldwincountyal.gov](mailto:DHart@baldwincountyal.gov)>

**Cc:** White, J. Jason <[whitejoh@dot.state.al.us](mailto:whitejoh@dot.state.al.us)>; Denton, Samantha H. <[dentons@dot.state.al.us](mailto:dentons@dot.state.al.us)>

**Subject:** Re: June rezoning cases

DJ,

Thanks for sending this information to us. I have the following comments:

- Z-20012 - This development will require an ALDOT permit for access and a full review of the proposed site plan. The preliminary site plan included with the attachment shows 2 access points to SR 181. Based on some rough measurements the southern access would fall at or within an existing SB right turn lane into the Palladian Apts., which would present a conflict.
  - Please direct them to contact ALDOT for preliminary discussions about this development as it will have significant impact to the roadway in this area.

Thanks again,

Michael Smith, ALDOT

Area Permit Manager

251-331-0104

251-470-8273

**ADEM:** No comments received.

**Municipality:** City of Daphne, Adrienne Jones, Planning Director

**From:** Adrienne Jones <[ajones@daphneal.com](mailto:ajones@daphneal.com)>

**Sent:** Monday, May 11, 2020 9:59 AM

**To:** D Hart <[DHart@baldwincountyal.gov](mailto:DHart@baldwincountyal.gov)>

**Subject:** RE: Z-20012 Sweat Property

Being that the request is consistent with the County master plan and compatible with the existing multifamily apartment development to the south (originally approved and permitted in the County and later annexed through the Legislative

Annexation process into the Daphne City limits), then the use could be considered. It would be my hope that a sufficient landscape buffer would be built to mitigate the impact of the development on the single family residents across Highway 181.

Adrienne

### 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 properties are undeveloped and residential. The properties adjoin State Highway 181 to the east. The adjoining properties on the west side of Highway 181 are residential, with multifamily located on the adjacent property to the south. A cemetery is located on the east side of Highway 181. This area is unzoned (Planning District 7).

#### **2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?**

The zoning for Planning District 15 was adopted by the County Commission on August 1, 2006. The area has seen significant residential growth since that time. The property to the south is the location of the Palladian at Daphne. This is an existing apartment complex which was zoned, developed and permitted by the County prior to annexation into the City of Daphne.

Current zoning designation nomenclature was adopted on July 21, 2009.

#### **3.) Does the proposed zoning better conform to the Master Plan?**

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential is provided for the majority of the subject properties. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD. If the rezoning is approved, this designation will remain.

The two commercial parcels have a future land use designation of Commercial. This category provides 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, LB, RV-1, RV-2, MR and TR. Approval of the rezoning will necessitate a change in the future land use designation to Residential for these parcels.

The adjacent future land use designations to the north, south and west are Residential.

**4.) Will the proposed change conflict with existing or planned public improvements?**

Improvements to State Highway 181 are currently in progress for areas to the north and south of the subject properties. Staff does not believe that the proposed development will conflict with these improvements.

ALDOT comments:

This development will require an ALDOT permit for access and a full review of the proposed site plan. The preliminary site plan included with the attachment shows 2 access points to SR 181. Based on some rough measurements the southern access would fall at or within an existing SB right turn lane into the Palladian Apts., which would present a conflict. Please direct them to contact ALDOT for preliminary discussions about this development as it will have significant impact to the roadway in this area.

**5.) Will the proposed change adversely affect traffic patterns or congestion?**

Traffic congestion is a major concern in this area. Development on the subject properties, whether under the current zoning or the proposed zoning, will affect traffic patterns and congestion. The exact impact, however, is difficult to ascertain. Traffic impacts and required improvements, if needed, will be addressed during later phases of the project if the rezoning is approved.

See ALDOT comments above.

**6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

See responses to Standard 1 and Standard 2.

**7.) Is the proposed amendment the logical expansion of adjacent zoning districts?**

This application represents the second request for HDR since the designation was adopted in 2017. If approved, the subject properties will be the first to carry the designation. Adjacent properties are zoned RSF-1 and B-2. As stated previously, the property to the south lies within the city limits of Daphne and is the location of an apartment complex. This property was zoned RMF-6 when it was developed under County zoning. Property on the east side of Highway 181 is unzoned.

**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?**

County GIS indicates small areas of potential wetlands on the subject property. According to the submitted site plan, these areas will be avoided by the proposed development. Compliance with the required 30' wetland setback will be evaluated during the Land Use Certificate process.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

This is a broad standard which often indicates potential impacts which could extend beyond a given planning district. Staff knows of no significant impacts.

**11.) Other matters which may be appropriate.**

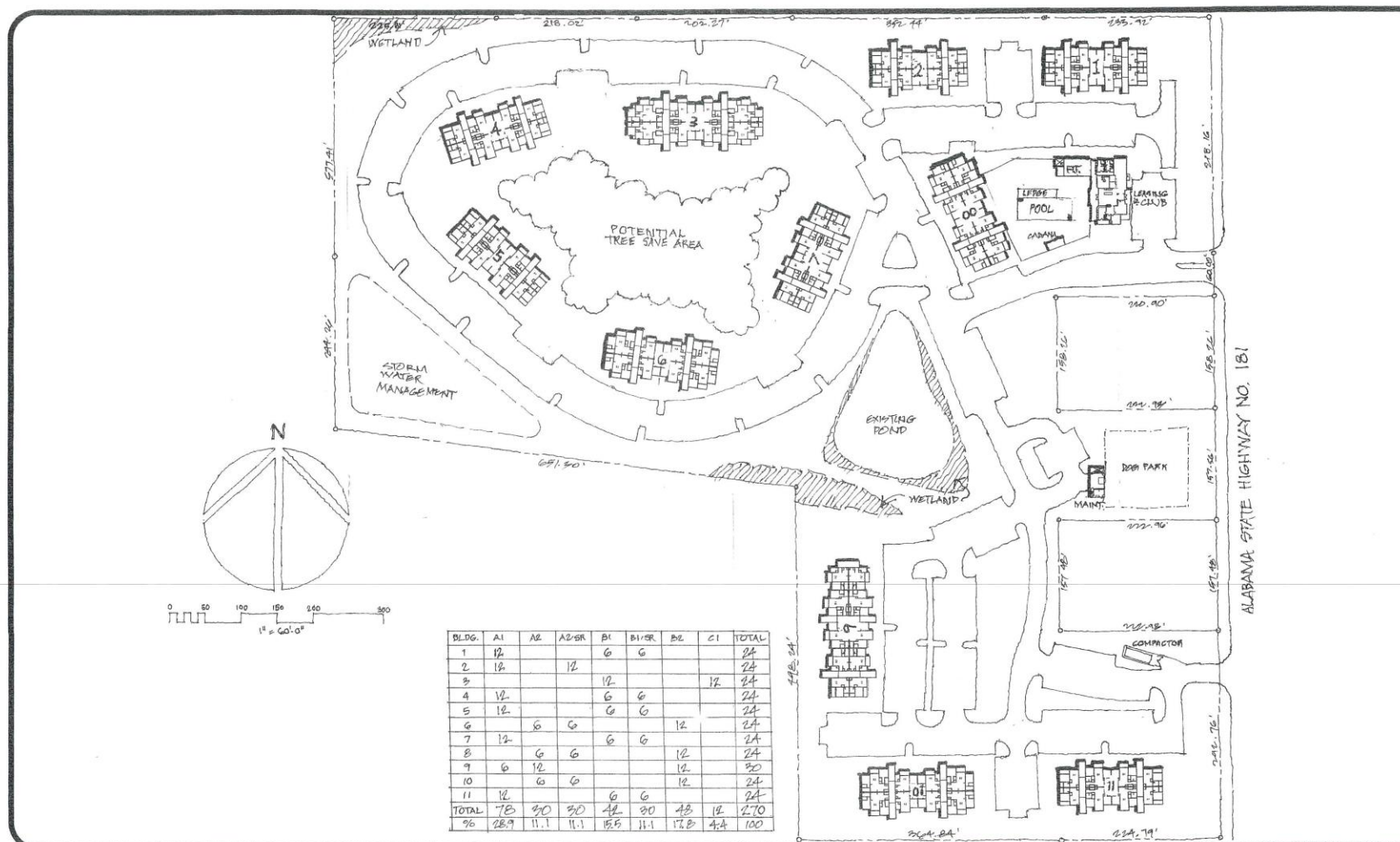
- The intent of the HDR, High Density Residential District, is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting. The designation was created because of inquiries from developers with an interest in high density residential development, primarily multifamily, in the zoned areas of the County. At the time, the zoning ordinance limited density to six dwelling units per acre. As a result, developers would often seek annexation into municipalities in order to achieve their desired density. Adoption of HDR provided a true high density zoning designation to allow future high density developments to remain under County zoning, with the intention that the designation would be applied in the zoned areas which are adjacent to the larger municipalities (Case T-17001, adopted by the County Commission on May 16, 2017). Staff believes the current proposal meets this intent.
- If the rezoning is approved and the project constructed, a landscaped buffer of 25' will be required along the portions of the property which abut RSF-1 zoning. A buffer of 10' will be required along the areas which abut B-2 zoning. In addition, 10' of the required setback along Highway 181 shall be maintained as a buffer. Parking lot landscaping will also be required. A landscaping plan, demonstrating compliance with the requirements of Article 17 from the *Baldwin County Zoning Ordinance* shall be submitted during the Land Use Certificate approval process.
- The subject properties are located in the extraterritorial jurisdiction of the City of Daphne. The developers should contact the City to determine any requirements which might be applicable to this project.

**Staff Comments and Recommendation**

As stated above, this application involves four parcels which total approximately 23.22 acres. The existing zoning designations are RSF-1, Single Family District, RMF-6, Multiple Family District, and B-2, Neighborhood Business District. A zoning of HDR, High Density Residential District, has been requested in order to allow for the development of a 270 unit apartment home community to be known as the Exchange at Daphne. A preliminary site plan submitted with the application provides the proposed layout of the development as well as common amenities. The subject properties are located to the north of an existing apartment complex which was developed and zoned under County zoning prior to annexation into the City of Daphne. If this request is approved, the properties will be the first to carry the HDR designation.

With the above comments in mind, and unless information to the contrary is presented at the public hearing, staff recommends **APPROVAL** of Case Z-20012 to the County Commission. \*

*\*On rezoning applications, the County Commission will have the final decision.*



**An Apartment Home Community**  
Daphne, Alabama

**StudioHD**  
Studio for Housing Design, LLC  
Architecture + Planning  
Atlanta, Georgia

**Exchange at Daphne -Site Concept**  
Hathaway Development  
Atlanta, Georgia



## Property Images







**ADJOINING PROPERTY TO THE WEST**

05/11/2020



**ADJOINING PROPERTY**

05/11/2020





ADJOINING PROPERTY TO THE EAST  
"RILEYWOOD SUBDIVISION"

05/11/2020

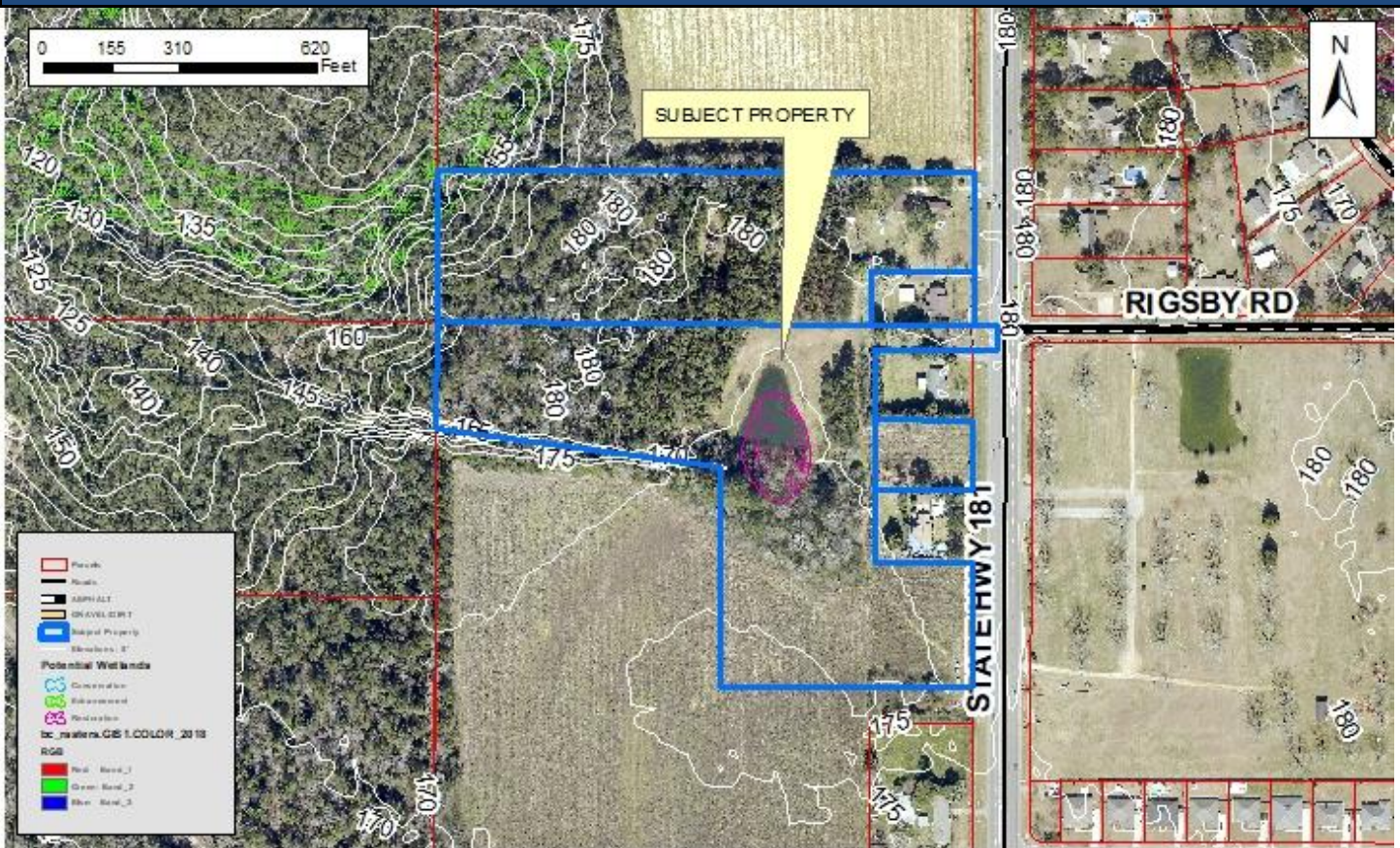


ADJOINING PROPERTY TO THE EAST

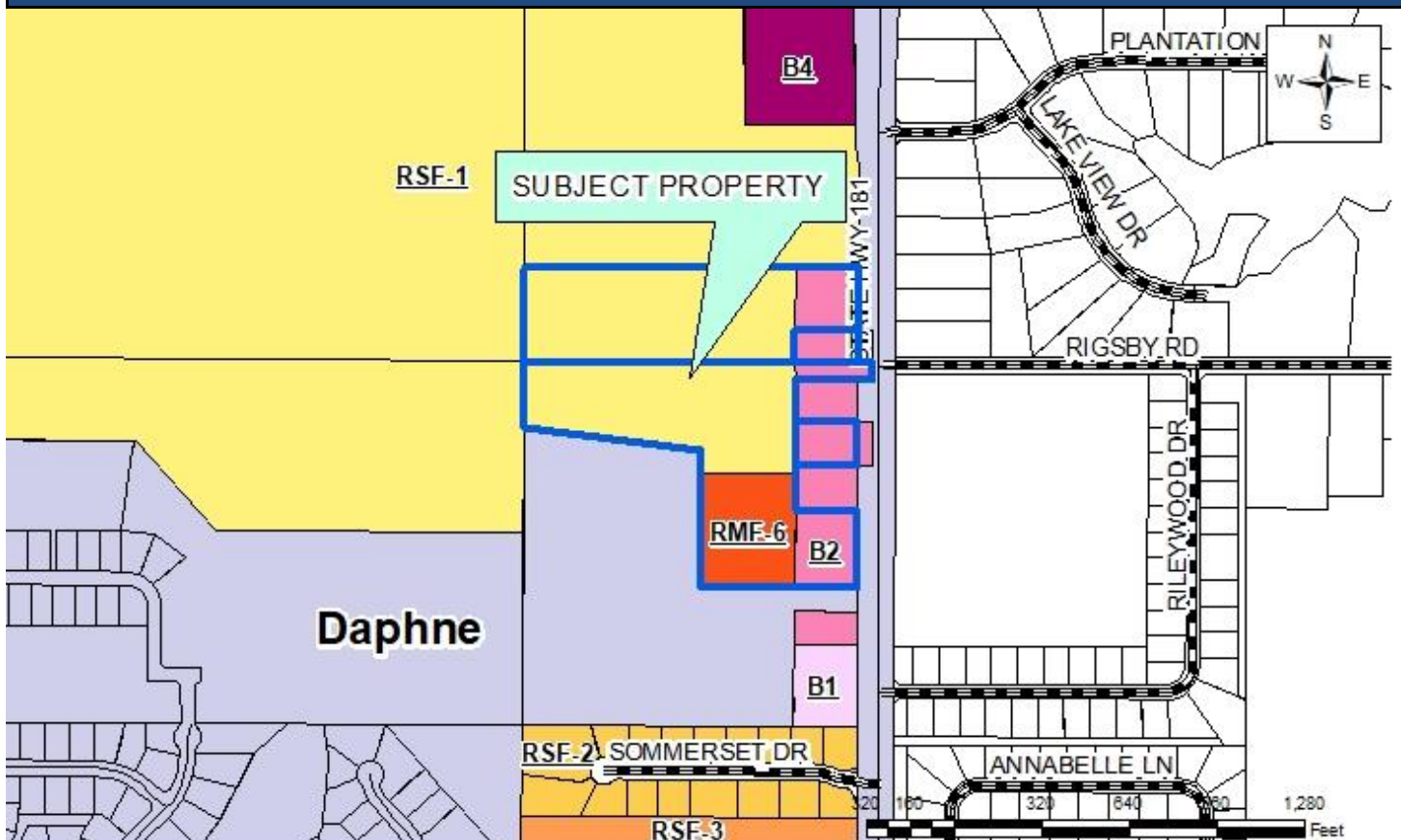
05/11/2020



## Site Map



## Locator Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20012

Sweatt Property

Rezone RSF-1, RMF-6 and B-2 to HDR

July 9, 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	A	
Bonnie Lowry		X
Daniel Nance	A	
Brandon Bias	A	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	X	

MOTION TO RECOMMEND APPROVAL CARRIED ON A VOTE OF 4-1



- **A Baldwin County Land Use Certificate and building permit shall be obtained no later than six (6) months from the date of Conditional Use approval. The Planning Commission may grant additional time if deemed necessary.**
- **All signage must comply with Article 16 of the Baldwin County Zoning Ordinance.**
- **Any expansion of the proposed facility shall necessitate additional review by the Planning Commission.**

**d.) CASE Z-20008 LAMBERT VENTURES LLC PROPERTY**

Vince Jackson presented the rezoning request for property located on the south side of US Highway 90, west of Bay Branch Drive in Planning District 28. The request is to rezone approximately 13 acres from RSF-2 to RA to allow for a landscape business to operate on the parcel.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Jay Oberkirch and his real estate agent Thomas Wiggins signed up in favor of the request and answered questions. Tim Sowell and John Storey signed up and spoke in opposition of the request.

Nancy Mackey made a motion to recommend approval. Bonnie Lowery seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20008 rezoning request from RSF-2 to RA carries on a vote of 5-0.**

**e.) CASE Z-20009 HRABOVSKY PROPERTY**

Vince Jackson presented the rezoning request for property located to the south and west of Yorkshire Subdivision in Planning District 15. The request is to rezone approximately 23 acres from RSF-4 to RSF-E to allow agricultural and residential use of the property.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Cheryl Hrabovsky addressed the commission and answered questions. Gary Taylor spoke in opposition.

Bonnie Lowery made a motion to recommend approval. Plumer Tonsmeire seconded the motion. All members voted aye. **Motion to recommend for Case Z-20009 rezoning request from RSF-4 to RSF-E carries on a vote of 5-0.**

**f.) CASE S-20012 SWEATT PROPERTY**

Vince Jackson presented the rezoning request for property located to the west side of State Highway 181 and Rigsby Road in Planning District 15. The request is to rezone approximately 23.22 acres from RSF-1, RMF-6 and B-2 to HDR, High Density Residential to allow a 270-unit apartment home community on the property.

Mr. Jackson reported recommendation of approval by staff. Trey Jinright spoke on behalf of the applicant. John Spivey spoke on behalf of the owner. Joe Stein signed

up in favor of the request but did not speak. There was no opposition to the request.

Jason Padgett made a motion to recommend approval. Robert Davis seconded the motion. Bonnie Lowery voted nay, all other members voted aye. **Motion to recommend approval for Case Z-20012 rezoning request from RSF-1, RMF-6 and B-2 to HDR carries on a vote of 4-1.**

**g.) CASE Z-20016 PUCKETT PROPERTY**

Vince Jackson presented the rezoning request for property located on the north side of County Road 64, east of State Highway 181 in Planning District 15. The request is to rezone 1 acre of an approximately 7.26 acre from RSF-E to B-3 to allow commercial use on the property.

Mr. Jackson reported recommendation of approval by staff and answered questions. were present in favor of the request. Ercil Godwin with Sawgrass Consulting spoke on behalf of the applicant. Angelo Fermo, the owner of the proposed business, answered questions also. There was no one present in opposition.

Nancy Mackey made a motion to recommend approval. Jason Padgett seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20016 rezoning request from RSF-E to B-3 carries on a vote of 5-0.**

**h.) CASE Z-20017 PELFREY PROPERTY**

Vince Jackson presented the rezoning request for property located on the west side of County Road 93, south of Sunset Drive in Planning District 22. The request is to rezone approximately 13.9 acres from RSF-1 to RA to allow residential and agricultural use of the property.

Mr. Jackson reported recommendation of approval by staff. Mr. Jackson also reported to telephone calls expressing support for the request. There was no one present in opposition. The owner Brett Pelfrey addressed the Commission and answered questions.

Jason Padgett made a motion to recommend approval. Bonnie Lowery seconded the motion. All members voted aye.

**Motion to recommend approval for Case Z-20017 rezoning request from RSF-1 to RA carries on a vote of 5-0.**

**i.) CASE Z-20018 DCF, LLC PROPERTY**

Vince Jackson presented the rezoning request for property located on the southeast intersection of Larry Street Road and Rigsby Road in Planning District 15. The request is to rezone approximately 38 acres from RA to RSF-2 to allow the development of a single-family residential subdivision on the parcel.

Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20012, Sweat Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 8/4/2020

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

**Z-20012, Sweatt Property**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020**.

The County Commission public hearing is scheduled for **Tuesday August 4, 2020**.

Please let me know if you have any questions.

Thank You,

**DJ Hart**





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):

July 22, 2020

Account # 987101 PO # \_\_\_\_\_

Cost \$ 360.00 Ad # 264749 - Sweatt Property

Bethany Summerlin

**Bethany Summerlin**

**Sales Representative**

Bill To:

Baldwin County Planning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

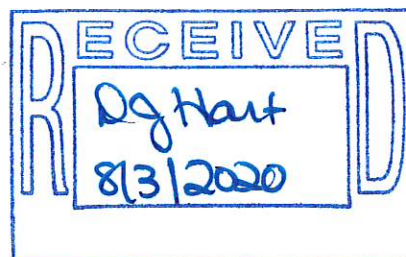
This 23rd day of July, 2020  
Amber Kimbler

**Amber Kimbler**

**Notary Public for Alabama**



**AMBER KIMBLER**  
My Commission Expires  
April 10, 2022





# Out & About in Baldwin County

## Elberta's Sportsplex project going strong

By JESSICA VAUGHN  
jessica@gulfoastmedia.com

**ELBERTA** — The Town of Elberta's Sportsplex is quickly taking shape, with all the infields in place.

The location's gone through elevation changes to allow drainage into a pond located on the corner of the property, meaning no water leaves the site while still allowing for rapid drainage. Due to the design, teams will be able to play shortly after a rain event.

"We have not sprigged the grass in as of yet because we're going to put sprinkler systems on a number of those fields beforehand," said Mayor Jim Hamby. "We're in the process right now of getting power on the property so that we can put pumps in so we'll have the water for the irrigation. So power first, then the pumps so we can run them and see how much water they put out, and then the sprinkler system will go in based on how much water the



SUBMITTED PHOTO

wells are pumping out."

The grass will be sprigged in shortly after the sprinklers are installed. Hamby hopes to see this happen by Sept. 1, if not sooner.

Concrete has been laid in small patches to mark construction of sidewalks that will form a U-shape and allow visitors to walk from one field

to the other. Playground equipment has been donated from the Elberta Middle School to go on the property as well. The playground will be placed after the grass has been sprigged.

In addition, Elberta has applied for a RC&D grant to be used with an individual donation. The grant, which typically

is given out in increments of \$5,000, \$10,000, or \$15,000, was awarded to Elberta last year in the form of \$14,000. No match from the town is required. The town is asking for the maximum of \$15,000.

"We are going to pair up another donation that we received from an individual as a match as an

inducement to them to award the money to the town," Hamby said.

The donated money is going to be used to create a shaded structure at the Sportsplex property. The structure will allow for a picnic area for families, as well as shelter during a rain shower or from the sun on hot summer days. If the RC&D grant is

awarded, Hamby hopes to add sidewalks leading to and from the shaded area.

"It will be a 24 by 30-foot roofed area, so we thought that we would try to use this grant money if we were to receive it to put the concrete underneath the area and then sidewalks around it," he said.

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

**Mailing Address**  
22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Physical Address**  
22070 Highway 59  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Foley Office**  
201 East Section Avenue  
Foley, AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

#### Case No. Z-20012 Sweatt Property Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Hathaway Development LLC, on behalf of Thomas Sweatt, owner of property located at 28013 St Hwy 181 in Planning District 15. The applicant is requesting approval to rezone 23.22± acres from RSF-1 Single Family District to HDR, High Density Res. District. The Parcel Identification Numbers are 05-43-02-10-0-000-001.001 and 05-43-02-10-0-000-002.000 and 05-43-02-03-0-000-004.000 and 05-43-02-03-0-000-005.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 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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#### Case No. Z-20009 Hrabovsky Property Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Steven and Cheryl Hrabovsky, owner of property located at 27473 Yorkshire Dr in Planning District 15. The applicant is requesting approval to rezone 23± acres from RSF-4 Single Family District to RSF-E - Estate Res District. The Parcel Identification Number is 05-42-03-08-0-000-005.004.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 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:

07/15/2020, 07/22/2020, 07/29/2020

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 07/29/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313669

Z-20012 Sweatt Property

Amount of Ad: \$351.36

Legal File# Z-20012 Sweatt

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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### NOTICE OF PUBLIC HEARING

Case No. Z-20012  
Sweatt Property  
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Hathaway Development LLC, on behalf of Thomas Sweatt, owner of property located at 28013 St Hwy 181 in Planning District 15. The applicant is requesting approval to rezone 23.22± acres from RSF-1, RMF-6 and B-2 to HDR, High Density Res. District. The Parcel Identification Numbers are 05-43-02-10-0-000-001.001 and 05-43-02-10-0-000-002.000 and 05-43-02-03-0-000-004.000 and 05-43-02-03-0-000-005.000.

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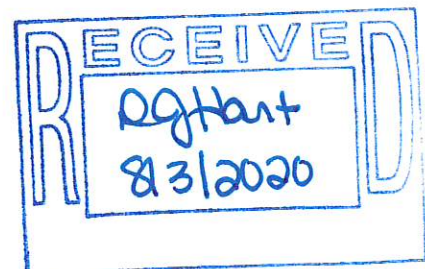
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July 15-22-29, 2020



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20012 Sweatt Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 7/9/2020

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Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

**Z-20012 Sweatt Property**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020**.

The County Commission public hearing is scheduled for **Tuesday August 4, 2020**.

Please let me know if you have any questions.

Thank You,

**DJ Hart**



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06/24/2020

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.

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April M. Perry, Legal Ad Representative

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Amber Kimbler, Notary Public  
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My commission expires April 10, 2022



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April 10, 2022

Sworn and subscribed to on 06/24/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 312924

Z-20012 Sweatt Property

Amount of Ad: \$120.32

Legal File# Z-20012 Sweatt

### BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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Foley, AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

### NOTICE OF PUBLIC HEARING

Case No. Z-20012  
Sweatt Property  
Planning District 15

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Hathaway Development LLC, on behalf of Thomas Sweatt, owner of property located at 28013 St Hwy 181 in Planning District 15. The applicant is requesting approval to rezone 23.22± acres from RSF-1 Single Family District to HDR, High Density Res. District. The Parcel Identification Numbers are 05-43-02-10-0-000-001.001 and 05-43-02-10-0-000-002.000 and 05-43-02-03-0-000-004.000 and 05-43-02-03-0-000-005.000.

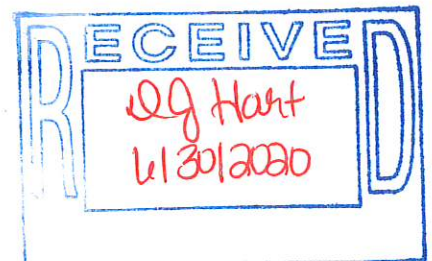
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, July 9, 2020, beginning at 5:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning  
& Zoning Department  
22251 Palmer Street  
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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.  
June 24, 2020





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1354, **Version:** 1

**Item #:** DR4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

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### **ITEM TITLE**

Case No. Z-20016 - Puckett Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2020-106, which approves Case No. Z-20016 - Puckett Property, as it pertains to the rezoning of approximately one (1) acre, located in Planning (Zoning) District 15, from RSF-E, Residential Single Family Estate District, to B-3, General Business District.

### **BACKGROUND INFORMATION**

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

**Background:** The subject property is currently zoned RSF-E, Residential Single Family Estate District and contains 1 acre. The designation of B-3, General Business District, has been requested for the purpose of moving an existing business, which is located at the northeast corner of State Highway 181 and County Road 64, to the subject property.

The Planning Commission considered this request on July 9, 2020 and voted to recommend approval to the County Commission.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes. Gulf Coast Newspapers.

**If the proof of publication affidavit is not attached, list the reason:** Forthcoming from staff.

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** County Administration Office

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

Send Notice of Action to the following:

Ercil Godwin  
Sawgrass Consulting  
30673 SGT El Boots Thomas Drive  
Spanish Fort, Alabama 36527

**Additional instructions/notes:** Planning and Zoning Department - Update Official Zoning Map.



**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

**RESOLUTION # 2020-106**

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20016, Puckett Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

**WHEREAS**, Sawgrass Consulting, on behalf of Jacqueline Sims Puckett, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

**BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, SIMMS ORCHARD SUBDIVISION, AS RECORDED AS SLIDE 184-A, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN N00°09'16"E, ALONG THE EAST LINE OF SAID LOT 3, 348.40 FEET TO A POINT; THENCE RUN S89°50'44"E, LEAVING SAID EAST LINE OF SAID LOT 3, 125.00 FEET TO A POINT; THENCE RUN S00°09'16"W, 348.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BALDWIN COUNTY ROAD 64; THENCE RUN N89°45'42"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 125.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRES MORE OR LESS AND LYING IN SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.**

**Said property consisting of approximately One (1) acre.**

Otherwise known as tax parcel number **05-43-06-14-0-000-015.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from RSF-E, Residential Single Family Estate District, to B-3, General Business District; and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on July 9, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

**WHEREAS**, the Baldwin County Commission held a public hearing on August 4, 2020; and

**WHEREAS**, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, That the petitioner's request to rezone the property (Case No. Z-20016, Puckett Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from RSF-E, Residential Single Family Estate District, to B-3, General Business District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **4th** day of **August 2020.**

---

Honorable Billie Jo Underwood, Chairman

*ATTEST:*

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Wayne A. Dyess, County Administrator



# Baldwin County Planning & Zoning Department

## Baldwin County Commission Staff Report

### Agenda Item

Case No. Z-20016

Puckett Property

Rezone RSF-E, Residential Single Family Estate District to B-3, General Business District

August 4, 2020

### Subject Property Information

**Planning District:** 15  
**General Location:** North side of County Road 64, east of State Highway 181  
**Physical Address:** 10213 County Road 64  
**Parcel Numbers:** 05-43-06-14-0-000-015.000  
**Existing Zoning:** RSF-E, Residential Single Family Estate District  
**Proposed Zoning:** B-3, General Business District  
**Existing Land Use:** Residential  
**Proposed Land Use:** Commercial  
**Acreage:** 1 acres +/-  
**Applicants:** Sawgrass Consulting  
30673 SGT El Boots Thomas Dr  
Spanish Fort, AL 36527  
**Owner:** Jacqueline Simms Puckett  
10213 Co Rd 64  
Daphne, AL 36526  
**Lead Staff:** Celena Boykin, Senior Planner (Presented by Vince Jackson, Planning Director)  
**Attachments:** *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Residential	RSF- E, Residential Single Family Estate
South	Residential	RSF- E, Residential Single Family Estate
East	Residential	RSF- E, Residential Single Family Estate
West	Residential, Commercial	B-3, General Business District

### Summary

The subject property is currently zoned RSF-E, Residential Single Family Estate District and contains one (1) acre. The designation of B-3 General Business District, has been requested for the purpose of moving an existing business, which is located at the northeast corner of State Hwy 181 and County Rd. 64, to the subject property.

## Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Agricultural uses.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.1.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.1.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.1.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

## Proposed Zoning Requirements

### Section 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 | (y) Fitness center or gym                |
| (b) Air conditioning sales and service                           | (z) Florist                              |
| (c) Amusement arcade   | (aa) Fraternity or sorority house        |
| (d) Animal clinic/kennel   | (bb) Fruit and produce store             |
| (e) Arboretum  | (cc) Funeral home                        |
| (f) Auto convenience market                                      | (dd) Golf course                         |
| (g) Automobile service station                                   | (ee) Golf driving range                  |
| (h) Bakery, wholesale  | (ff) Grocery store                       |
| (i) Ball field   | (gg) Landscape sales                     |
| (j) Bicycle sales and service                                    | (hh) Marine store and supplies           |
| (k) Bowling alley  | (ii) Miniature golf                      |
| (l) Business machine sales and service                           | (jj) Mini-warehouse                      |
| (m) Business school or college                                   | (kk) Night club, bar, tavern             |
| (n) Butane gas sales   | (ll) Nursery                             |
| (o) Cemetery   | (mm) Office equipment and supplies sales |
| (p) City hall or courthouse                                      | (nn) Park or playground                  |
| (q) Country club   | (oo) Pawn shop                           |
| (r) Department store   | (pp) Pet shop                            |
| (s) Discount/variety store                                       | (qq) Plumbing shop                       |
| (t) Drug store   | (rr) Printing/publishing establishment   |
| (u) Elevator maintenance service                                 | (ss) Restaurant sales and supplies       |
| (v) Exterminator service office                                  | (tt) Riding academy                      |
| (w) Farmer's market/truck crops                                  | (uu) Rug and/or drapery cleaning service |
| (x) Firing range   | (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  | (y) Landfill  |
| (b) Ambulance/EMS service                            | (z) Maintenance facility/storage yard for schools, government agencies, and telephone and cable companies |
| (c) Amusement park                                   | (aa) Manufactured housing sales, service and repair   |
| (d) Armory   | (bb) Marina   |
| (e) Auditorium, stadium, coliseum                    | (cc) Motorcycle sales service and repair  |
| (f) Automobile parts sales                           | (dd) Movie theatre  |
| (g) Automobile repair (mechanical and body)          | (ee) Radio/television tower   |
| (h) Automobile storage (parking lot, parking garage) | (ff) Railroad facility  |
| (i) Barge docking                                    | (gg) Recreational vehicle park  |
| (j) Boat sales and service                           | (hh) Recreational vehicle sales service, and repair   |
| (k) Broadcasting station                             | (ii) Restaurant, drive-in   |
| (l) Building materials                               | (jj) Restaurant, fast-food  |
| (m) Bus and railroad terminal facility               | (kk) Sewage treatment plant   |
| (n) College or university                            | (ll) Taxi dispatching station   |
| (o) Convalescent or nursing home                     | (mm) Taxi terminal  |
| (p) Correctional or penal institution                | (nn) Telephone exchange   |
| (q) Dog pound  | (oo) Water or sewage pumping station  |
| (r) Electric power substations                       | (pp) Water storage tank   |
| (s) Farm implements                                  | (qq) Wireless telecommunication facility  |
| (t) Flea market                                      | (rr) Zoo  |
| (u) Freight depot, rail or truck                     |   |
| (v) Home improvement center                          |   |
| (w) Hotel or motel                                   |   |
| (x) Hospital   |   |

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 available at this time. Comments will be made available when received.

**Planning & Zoning/Subdivisions (Mary Booth, Subdivision Coordinator):** No comments.

**ADEM:** No comments received.

**ALDOT:** We have no objections to the existing business moving up CR 64 away from the corner. Any new business/ development related to the corner parcel would of course need to be sent our way.

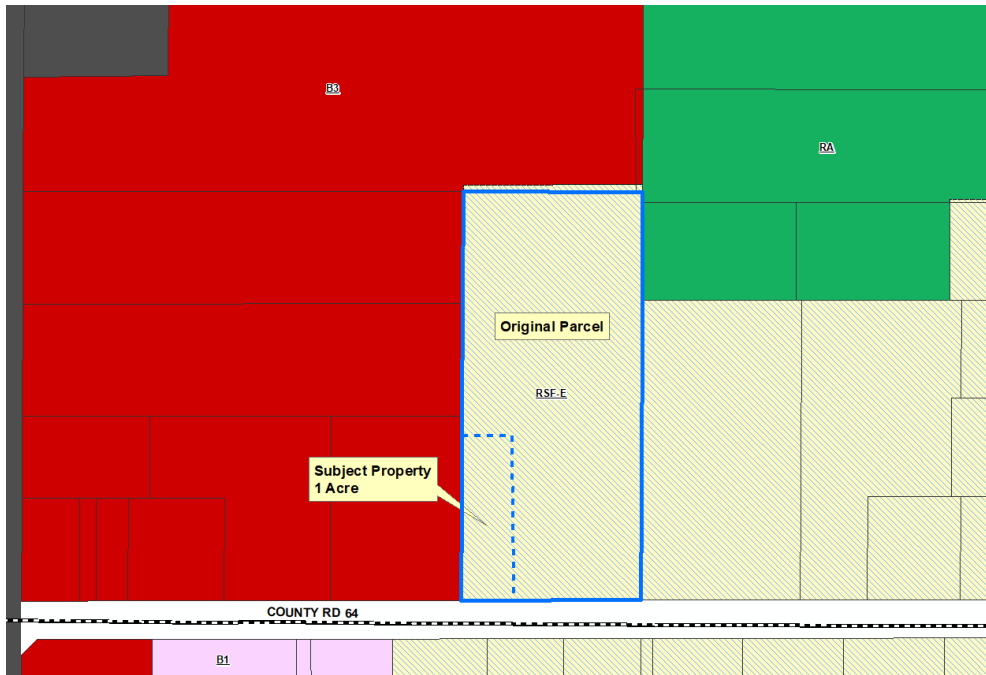
**City of Daphne (Adrienne Jones, Planning Director):** The Puckett zoning request is compatible with adjacent zoning to the west. Hopefully, there are regulations for a “meaningful” buffer between the subject site and the residential use to the east.

#### 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 portion of the property being rezoned is vacant. The subject property, which contains 1 acre was originally part of a 7.26 acre parcel. The property owner submitted for an exempt subdivision and received approval. The property adjoins County Road 64 to the south. The adjoining properties are residential.



**2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?**

The zoning for Planning District 15 was adopted by the County Commission on August 1, 2006. The area has seen significant residential growth since that time. As a result, there is an increased demand for commercial development to serve the residents of the area.

**3.) Does the proposed zoning better conform to the Master Plan?**

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential is provided for the subject property. Approval of the rezoning will necessitate an automatic change in the future land use designation to Commercial. The Residential category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD.

If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Commercial. This category provides 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, LB, RV-1, RV-2, MR and TR.

The adjacent future land use designations to the west are commercial.

**4.) Will the proposed change conflict with existing or planned public improvements?**

The Highway Department is currently in the design phase of corridor improvements to County Road 64 in this area. In the event that the property is rezoned and the development moves forward, access and required improvements will be addressed during the Land Use Certificate process. Since the development would be commercial, it would be classified as a major project.

**5.) Will the proposed change adversely affect traffic patterns or congestion?**

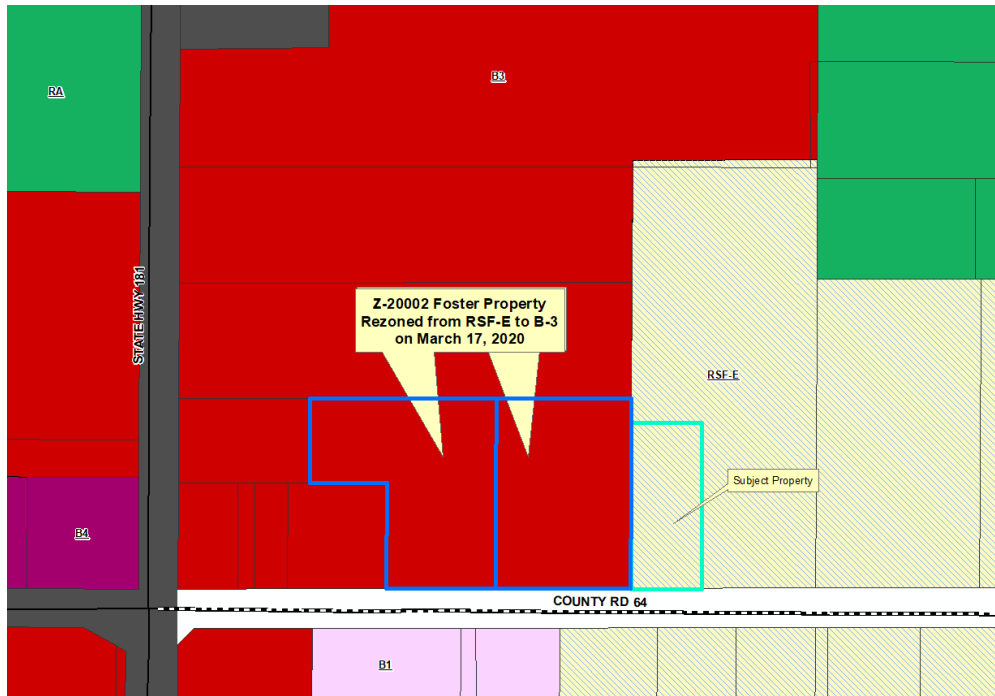
Traffic congestion is a major concern in this area. This development shouldn't have an impact on traffic patterns and congestion since the business currently exists 900 ft to the west on the same road.

**6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

The primary surrounding land uses are residential, commercial and institutional. The subject property is located to the east of a commercial intersection. Please also see the responses to Standards 1 and 2.

**7.) Is the proposed amendment the logical expansion of adjacent zoning districts?**

Adjacent property to the west is zoned B-3 which is the requested designation for the subject property. The two parcels to the west was just rezoned from RSF-E to B-3 for a retail center. Properties to the south, north, and east are zoned RSF-E, Residential Single Family Estate District. As stated above, the property is located to the east of a commercial intersection. Property at the intersection is primarily zoned B-3, with two parcels zoned B-4, Major Commercial District, at the northwest corner.



**8.) Is the timing of the request appropriate given the development trends in the area?**

As stated previously, this area has experienced significant population growth which has led to a demand for commercial development. Timing, however, 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?**

Staff knows of no other adverse impacts to environmental conditions or historic resources.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

As stated previously, traffic congestion is a major concern in this area. This would also be the primary concern in terms of health, safety and welfare.

**11.) Other matters which may be appropriate.**

If this rezoning is approved, this project will be considered a major project and will have to meet the buffer requirements as listed below from the zoning ordinance.

**Article 17      Landscaping and Buffers**

**Section 17.1    Landscaping Plan**

A landscaping plan is required for all major projects. Such plan shall be submitted in conjunction with an application for a land use certificate as herein provided. The plan shall clearly show what existing trees, shrubbery, and other vegetation will be retained, and what trees, shrubbery, and other vegetation will be added to complete the landscaping of the property. The developers shall attempt to retain as many trees as possible on the property unless the trees are a safety hazard to pedestrians, property, or vehicular traffic, or that their removal is necessary to construct the proposed improvements. In such case, the landscape plan shall indicate replacement trees at least 6 feet tall and one inch in diameter for each indigenous tree of at least three (3) inches in diameter removed, unless the property already has a tree density which does

not allow adequate space or light for additional trees. The landscape plan shall show the locations of the proper number of replacement trees. Replacement trees and other vegetation to be installed shall be native species or noninvasive exotics which are not likely to out-compete native vegetation and do not require excessive pesticides, fertilizer, or water to maintain growth.

(a) A major project which abuts a freeway/expressway, arterial or collector shall maintain a minimum of ten (10) feet of the required setback as a buffer along the entire width of the property which abuts said freeway/expressway, arterial or collector except where curb cuts provide ingress and egress. Said buffer shall be planted with trees, shrubs and grass or other ground cover so that an attractive appearance is presented as detailed in the required landscape plan.

## **Section 17.2 Buffers of Unlike Land Uses and Zoning Designations**

**17.2.1 Purpose and intent.** Where unlike land uses or zoning designations occur, a buffer shall be required along the entire length of all such common boundaries. Said buffer shall be of the width specified below and shall be planted with canopy trees, understory trees and shrubs of sufficient density and of sufficient height (but in no case less than 8-feet high at the time of planting for canopy trees and 4-feet high at the time of planting for understory trees) to afford adequate sight, sound and debris protection. All screen planting shall be maintained in a clean and healthy condition.

**17.2.2 Buffer Requirements.** Landscaped buffers shall be located at the perimeter of the building site for any given use, and shall not be located in any portion of a public right-of-way. The required buffer widths are listed below. Additional information may be found at Appendix B:

(a) Multiple Family uses (RMF-6) when adjacent to a Rural District (RR, RA and CR), Residential Single Family Estate District (RSF-E) or Single Family District (RSF-1, RSF-2, RSF-3, RSF-4 and RSF-6) shall require a minimum buffer of **25-feet**.

(b) Multiple Family uses (RMF-6) when adjacent to a Two Family District (RTF-4 and RTF-6) or Professional Business District (B-1) shall require a minimum buffer of **10-feet**.

(c) Institutional uses, Professional Business uses (B-1), Neighborhood Business uses (B-2), General Business uses (B-3), Major Commercial uses (B-4) and Marine Recreation (MR) uses when adjacent to a Rural District (RR, RA and CR), Residential Single Family Estate District (RSF-E) or Single Family District (RSF-1, RSF-2, RSF-3, RSF-4 and RSF-6) shall require a minimum buffer of **25-feet**.

(d) Institutional uses, Professional Business uses (B-1), Neighborhood Business uses (B-2), General Business uses (B-3), Major Commercial uses (B-4) and Marine Recreation (MR) uses when adjacent to a Two Family District (RTF-4 and RTF-6) or Multiple Family District (RMF-6) shall require a minimum buffer of **10-feet**.

(e) Manufactured Housing Parks (RMH) when adjacent to a Residential Single Family Estate District (RSF-E) or Single Family District (RSF-1, RSF-2, RSF-3, RSF-4 and RSF-6) shall require a minimum buffer of **25-feet**.

(f) Manufactured Housing Park (RMH) when adjacent to a Two Family District (RTF-4 and RTF-6), Multiple Family District (RMF-6) or Professional Business District (B-1) shall require a minimum buffer of **10-feet**.

(g) Light Industrial uses (M-1), General Industrial uses (M-2) and Transportation, Communication and Utility uses when adjacent to any residential property shall require a minimum buffer of **75-feet**.

(h) Light Industrial uses (M-1), General Industrial uses (M-2) and Transportation, Communication and Utility uses when adjacent to any Business District (B-1, B-2, B-3 and B-4) shall require a minimum buffer of **50-feet**.

### Staff Comments and Recommendation

As stated above, the subject property is currently zoned RSF-E, Residential Single Family Estate District and contains approximately one (1) acre. The designation of B-3 General Business District, has been requested for the purpose of moving an existing business that is located at the northeast corner of State Hwy 181 and County Rd. 64 to the subject property.

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be **APPROVED**. \*

*\*On rezoning applications, the County Commission will have the final decision.*



## Property Images











ADJOINING PROPERTY TO THE EAST

05/11/2020

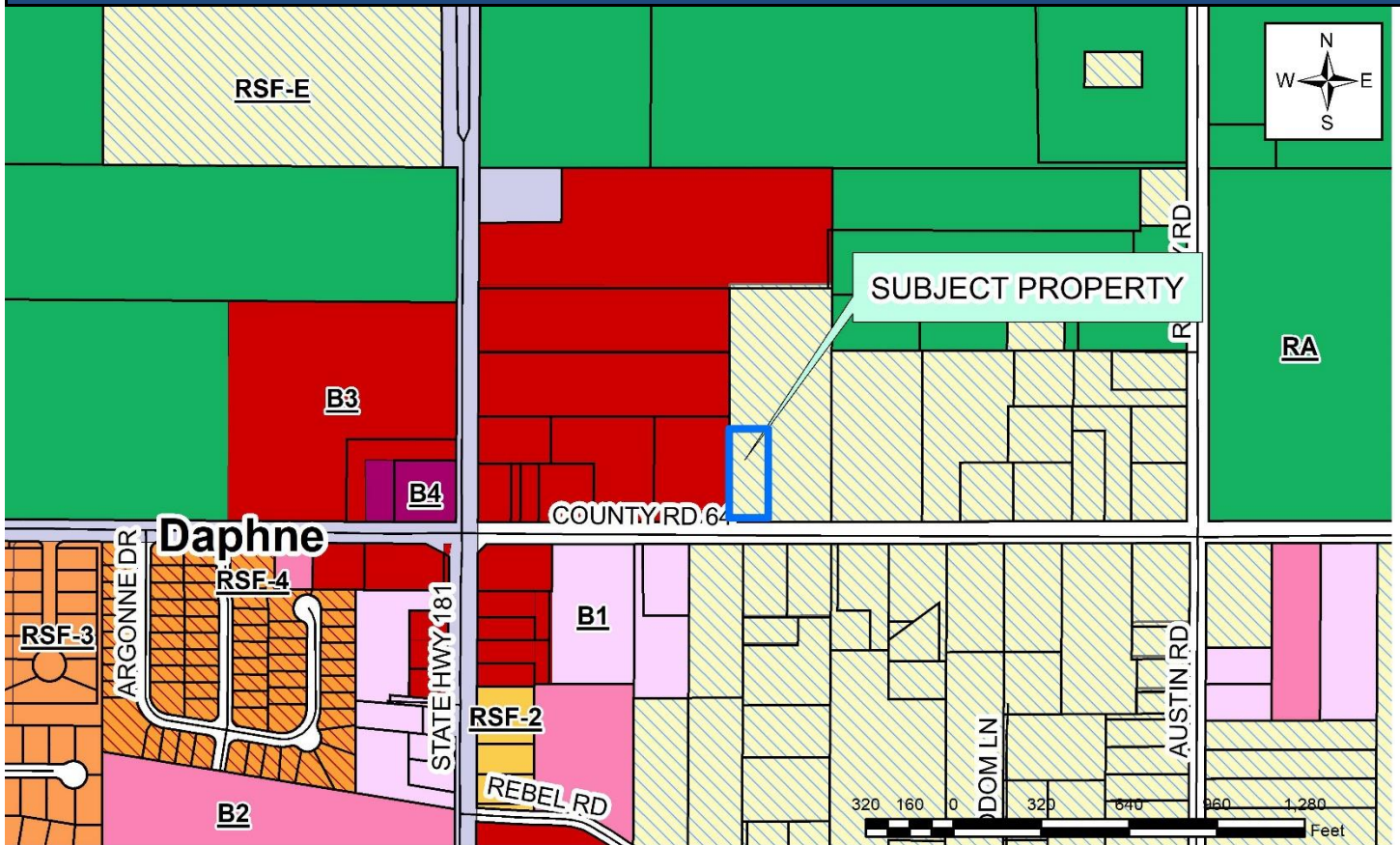


SUBJECT PROPERTY

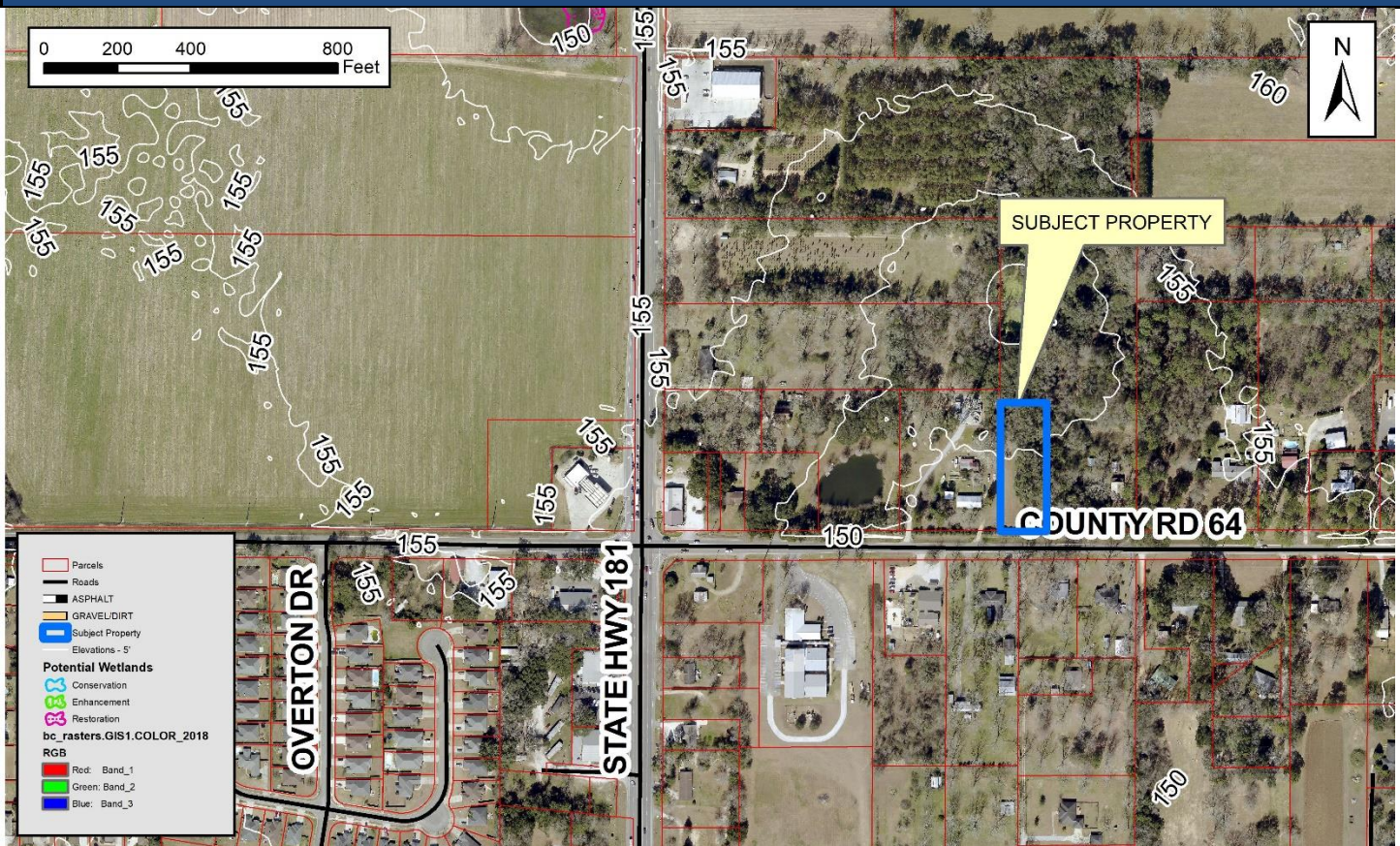
05/14/2020



## Locator Map



## Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20016

Puckett Property

Rezone RSF-E to B-3

July 9, 2020

Motion: TO RECOMMEND APPROVAL

Made by: NANCY MACKEY

Motion Seconded by: JASON PADGETT

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	A	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias	A	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	X	

MOTION TO RECOMMEND APPROVAL CARRIED ON A VOTE OF 5-0



up in favor of the request but did not speak. There was no opposition to the request.

Jason Padgett made a motion to recommend approval. Robert Davis seconded the motion. Bonnie Lowery voted nay, all other members voted aye. **Motion to recommend approval for Case Z-20012 rezoning request from RSF-1, RMF-6 and B-2 to HDR carries on a vote of 4-1.**

**g.) CASE Z-20016 PUCKETT PROPERTY**

Vince Jackson presented the rezoning request for property located on the north side of County Road 64, east of State Highway 181 in Planning District 15. The request is to rezone 1 acre of an approximately 7.26 acre from RSF-E to B-3 to allow commercial use on the property.

Mr. Jackson reported recommendation of approval by staff and answered questions. were present in favor of the request. Ercil Godwin with Sawgrass Consulting spoke on behalf of the applicant. Angelo Fermo, the owner of the proposed business, answered questions also. There was no one present in opposition.

Nancy Mackey made a motion to recommend approval. Jason Padgett seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20016 rezoning request from RSF-E to B-3 carries on a vote of 5-0.**

**h.) CASE Z-20017 PELFREY PROPERTY**

Vince Jackson presented the rezoning request for property located on the west side of County Road 93, south of Sunset Drive in Planning District 22. The request is to rezone approximately 13.9 acres from RSF-1 to RA to allow residential and agricultural use of the property.

Mr. Jackson reported recommendation of approval by staff. Mr. Jackson also reported to telephone calls expressing support for the request. There was no one present in opposition. The owner Brett Pelfrey addressed the Commission and answered questions.

Jason Padgett made a motion to recommend approval. Bonnie Lowery seconded the motion. All members voted aye.

**Motion to recommend approval for Case Z-20017 rezoning request from RSF-1 to RA carries on a vote of 5-0.**

**i.) CASE Z-20018 DCF, LLC PROPERTY**

Vince Jackson presented the rezoning request for property located on the southeast intersection of Larry Street Road and Rigsby Road in Planning District 15. The request is to rezone approximately 38 acres from RA to RSF-2 to allow the development of a single-family residential subdivision on the parcel.



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20016, Puckett Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 8/4/2020

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

**Z-20016, Puckett Property**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020.**

The County Commission public hearing is scheduled for **Tuesday August 4, 2020.**

Please let me know if you have any questions.

Thank You,

**DJ Hart**



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):

July 22, 2020

Account # 987101 PO # \_\_\_\_\_

Cost \$ 360.00 Ad # 264752

2-20016  
Puckett Property

Bethany Summerlin

**Bethany Summerlin**

**Sales Representative**

Bill To:

Baldwin County Planning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

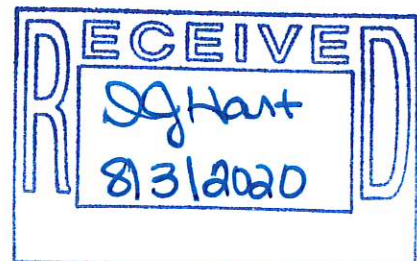
This 23rd day of July, 2020  
Amber Kimbler

**Amber Kimbler**

**Notary Public for Alabama**



**AMBER KIMBLER**  
My Commission Expires  
April 10, 2022



# Council approves change in retirement benefits for employees

By JOHN UNDERWOOD  
john@gulfoastmedia.com

**LOXLEY** — The Loxley Town Council approved a change in its benefits which will allow all its employees to retire with 25 years of service, or at age 60 with 10 or more years of service.

Currently, only employees hired prior to 2013 under the state benefits package with Retirement Systems of Alabama are considered Tier I employees. All employees hired after Jan. 1, 2013 are considered Tier II, which means that they are only eligible to retire at age 62.

At its meeting on July 13, the town council voted

to authorize Tier I benefits for Tier II employees. The city of Robertsdale took similar action at a meeting in March. All employees hired after Jan. 1, 2013 would still be considered Tier II employees, but under the new plan, they would be eligible for Tier I benefits.

Employees who are considered Tier I employees are required to contribute 5 percent of their income to the RSA program. Under the regulations, police department and corrections employees considered Tier I employees are required to contribute 6 percent of their income. If the town had a paid

fire department, those employees would also be required to contribute 6 percent, but since Loxley does not have a paid fire department, that does not apply.

Tier II employees are required to contribute 6 percent of their income to the program, 7 percent for police department and corrections employees. In order to receive Tier I benefits, Tier II employees will be required to increase their contribution to 7.5 percent, or 8.5 percent for police and corrections employees. In other business July 13, the council:

- Adopted an ordinance to amend the town's

zoning ordinance to rezone three parcels of land located between County Road 55 and Alabama 59 from R-1-A (residential - single family) to B-1 (general business district). No one spoke during a public hearing held before the council meeting July 13.

- Adopted an ordinance to amend the building codes, amending the Loxley Supplemental Code and adopting the 2018 international building codes.

- Adopted a resolution appointing town clerk Melissa Lawrence as the person to prepare a list of qualified voters

for the 2020 municipal election.

- Approved a proclamation proclaiming Nov. 13 as Kindness Day in the town of Loxley.

- Purchased a half-page color ad in the 2020-21 Central Baldwin Chamber Magazine at a cost of \$1,200.

- Approved the final audit billing with Municipal Workers Compensation Fund Inc. at a cost of \$16,818.

- Provided funding in the amount of \$10,000 to the Public Works Department for Christmas decorations.

- Approved cost in the amount of \$49,208.20 to extend 2,200 feet of 10-

inch water main on U.S. 31 with an interconnect to Spanish Fort Water to serve the Catholic Church.

- Approved the purchase of two vacuum samplers from Aqua Products Inc for the wastewater treatment plant at a cost of \$6,530 each.

- Approved a contract with Expressway Concrete to replace and extend sidewalks on Holley and Cypress streets at a cost of \$14,701.

- Purchased a full-page ad in the Gulf Coast Media Back to School magazine at a cost of \$415.

## Robertsdale police reports

### June 30

**5:41 a.m.**, Gemstone Drive, Loxley, Jennifer Robin Childs, 45, of Loxley, charged with disorderly conduct/disturbing the peace.

**9:43 a.m.**, Alabama 59, Michael William Barnhill, 31, of Robertsdale, charged with public intoxication, possession of drug paraphernalia.

**3:15 p.m.**, obscene material-distribution-first offense, Downer Road (time of reported occurrence was between 9 p.m.

June 24 and 6 a.m. June 25). Case pending.

**6:53 p.m.**, domestic incident, Alabama 59 South, Case closed, administratively cleared.

**10:08 p.m.**, Alabama 59, Shooter Wayne Tammaro, 27, of Bay Minette, charged with domestic violence, third degree (reckless endangerment); interference with a domestic violence emergency.

### July 1

**12:09 a.m.**, permitting dogs to run at large, Willers Street, Case closed, exceptional clearance, prosecution declined/other prosecution.

**10:16 a.m.**, identity theft, location unknown, cyberspace, Case closed, administratively cleared.

**11:37 a.m.**, identity theft, Michigan Street (time of reported incident was 6 a.m. June 22). Case closed, administratively cleared.

**1:03 p.m.**, County Road 85 South, Sara Marie Rose Newman, 27, of Robertsdale, charged with appears in public place under the influence, resisting arrest.

### July 2

**2:52 p.m.**, simple assault-family, County Road 71, Case pending.

### July 3

**11:28 a.m.**, domestic incident, County Road 71, Case closed.

administratively cleared.

**12:01 p.m.**, theft-from yards, fourth degree, Pecan View Drive, Loxley (time of reported incident was between 10 p.m. June 30 and 8 a.m. July 1). Case pending.

**9:08 p.m.**, Burger King, Alabama 59 South, Timothy Shannon Summey, 38, of Summerdale, charged with public intoxication; Leah Ann Summey, 42, of Summerdale, charged with possession of marijuana; illegal possession of prescription

drugs; possession of drug paraphernalia.

### July 4

**11:14 a.m.**, criminal trespass, second degree; unlawful breaking and entering a vehicle, Alabama 59 (time of reported incident was between 11:15 a.m. and 2:05 p.m. July 3). Case pending.

**10 p.m.**, domestic incident, Palmer Street, Case closed, administratively cleared.

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

**Mailing Address**  
22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Physical Address**  
22070 Highway 59  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Foley Office**  
201 East Section Avenue  
Foley, AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

**Case No. Z-20016**  
**Puckett Property**  
**Planning District 15**

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Sawgrass Consulting on behalf of Jacqueline Puckett, owner of property located at 10213 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 1± acres of a 7.6 acre parcel from RSF-E - Estate Res District to B-3 - General Business District. The Parcel Identification Number is 05-43-06-14-0-000-015.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 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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**Case No. Z-20018**  
**DCF, LLC Property**  
**Planning District 15**

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by DCF, LLC, owner of property located on Rigby Road & Larry Street Rd in Planning District 15. The applicant is requesting approval to rezone 38± acres from RA - Rural Agricultural District to RSF-2 Single Family District. The Parcel Identification Number is 05-43-06-14-0-000-001.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

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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:

07/15/2020, 07/22/2020, 07/29/2020

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 07/29/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313670

Z-20016 Puckett Property

Amount of Ad: \$350.40

Legal File# Z-20016 Puckett

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### NOTICE OF PUBLIC HEARING

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Puckett Property  
Planning District 15

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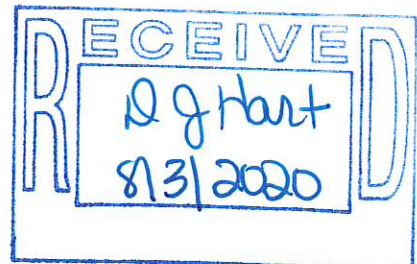
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July 15-22-29, 2020



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20016 Puckett Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 7/9/2020

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

**Z-20016 Puckett Property**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020**.

The County Commission public hearing is scheduled for **Tuesday August 4, 2020**.

Please let me know if you have any questions.

Thank You,

**DJ Hart**



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06/24/2020

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.

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Sworn and subscribed to on 06/24/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 312925

Z-20016 Puckett Property

Amount of Ad: \$118.40

Legal File# Z-20016 Puckett

### BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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### NOTICE OF PUBLIC HEARING

Case No. Z-20016  
Puckett Property  
Planning District 15

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Sawgrass Consulting on behalf of Jacqueline Puckett, owner of property located at 10213 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 1± acres from RSF-E - Estate Res District to B-3 - General Business District. The Parcel Identification Number is 05-43-06-14-0-000-015.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, July 9, 2020, beginning at 5:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

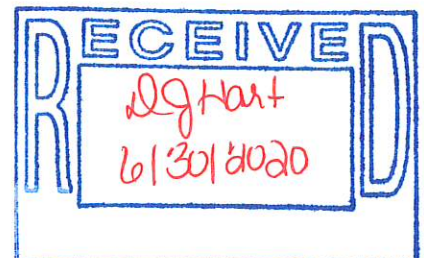
The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at

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June 24, 2020







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1355, **Version:** 1

**Item #:** DR5

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

---

### **ITEM TITLE**

Case No. Z-20017 - Pelfrey Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2020-107, which approves Case No. Z-20017 - Pelfrey Property, as it pertains to the rezoning of approximately 13.9 acres, located in Planning (Zoning) District 22, from RSF-1, Single Family District, to RA, Rural Agricultural District.

### **BACKGROUND INFORMATION**

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

**Background:** The subject property, located in Planning District 22, is currently zoned RSF-1, Residential Single Family District, and is currently occupied with one dwelling and accessory structures. The property adjoins County Road 93 to the west. The adjoining properties are residential and agricultural. The requested zoning designation is RA, Rural Agricultural District. According to the submitted information, the purpose of this request is to allow for a residence, storage buildings for equipment and a shelter for animals.

The Planning Commission considered this request on July 9, 2020 and voted to recommend approval to the County Commission.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes. Gulf Coast Newspapers.

**If the proof of publication affidavit is not attached, list the reason:** Forthcoming from staff.

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** County Administration Office

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

Send Notice of Action to the following:

Brett Pelfrey  
13826 County Road 93  
Lillian, Alabama 36549

**Additional instructions/notes:** Planning and Zoning Department - Update Official Zoning Map.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-107

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20017, Pelfrey Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

**WHEREAS**, Brett Pelfrey has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 22, for property identified herein and described as follows:

**14 AC(C) IRR FM NW COR OF SEC 22 RUN E 40', TH S 450'(S) TO POB, TH E 831.6', TH S 882'(S), TH W 289.2', TH N 233.3', TH W 542.4', TH N 648'(S) TO POB IN NW1/4 SEC 22-T7S-R6E (WD/SURVIVORSHIP)**

**Said property consisting of approximately 13.9 acres.**

Otherwise known as tax parcel number **05-52-05-22-0-000-008.006**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from RSF-1, Single Family District, to RA, Rural Agricultural District; and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on July 9, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

**WHEREAS**, the Baldwin County Commission held a public hearing on August 4, 2020; and

**WHEREAS**, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, 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-20017, Pelfrey Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 22 from RSF-1, Single Family District, to RA, Rural Agricultural District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 22 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **4th** day of **August 2020**.

---

Honorable Billie Jo Underwood, Chairman

ATTEST:

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Wayne A. Dyess, County Administrator



# Baldwin County Planning & Zoning Department

## Baldwin County Commission Staff Report

### Agenda Item

Case No. Z-20017

Pelfrey Property

Rezone RSF-1, Residential Single Family District to RA, Rural Agricultural District

August 4, 2020

## Subject Property Information

**Planning District:** 22  
**General Location:** West side of County Road 93  
**Physical Address:** 13826 County Road 93  
**Parcel Number:** 05-52-05-22-0-000-008.006  
**Existing Zoning:** RSF-1, Residential Single Family District  
**Proposed Zoning:** RA, Rural Agricultural District  
**Existing Land Use:** Residential  
**Proposed Land Use:** Residential, Storage Buildings for Equipment and Animal Shelter  
**Acreage:** 13.9± acres  
**Applicant:** Brett Pelfrey  
13826 County Road 93  
Lillian, AL 36549  
**Owner:** Same  
**Lead Staff:** Linda Lee, Planner  
**Attachments:** *Within Report*

Adjacent Land Use		Adjacent Zoning
North	Residential and Agricultural	RSF-1, Residential Single Family District
South	Residential	RSF-1, Residential Single Family District
East	Residential and Agricultural	RSF-1, Residential Single Family District
West	Agricultural	RA, Rural Agricultural District

## Summary

The subject property is currently zoned RSF-1, Residential Single Family District, and is currently occupied with one dwelling and accessory structures. The property adjoins County Road 93 to the west. The adjoining properties are residential and agricultural. The requested zoning designation is RA, Rural Agricultural District. According to the submitted information, the purpose of this request is to allow for a residence, storage buildings for equipment and a shelter for animals.

## 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
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

## Section 3.2 RA Rural Agricultural District

3.2.1 *Generally.* This zoning district provides for large, open, unsub divided 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

#### Agency Comments

**Baldwin County Highway Department, Tyler Mitchell:** No Comments Received.

**Baldwin County Subdivision:** No Comments.

#### 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 RSF-1, Residential Single Family District, and is occupied with one dwelling and accessory structures. The requested zoning designation is RA, Rural Agricultural District. Most of the surrounding properties are zoned RSF-1 and RA and are used for residential and agricultural purposes, therefore the requested change is compatible with the existing development pattern and zoning of nearby properties.

**2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?**

Planning District 22 was zoned in November 2002. The subject property was zoned RSF-1, Single Family District at that time. The size of the parcel far exceeds the RA zoning designation minimum lot area of 3 acres. In 2019, three parcels to the south were rezoned to RSF-2 and RSF-4 (Z-19051) to conform to their existing uses.

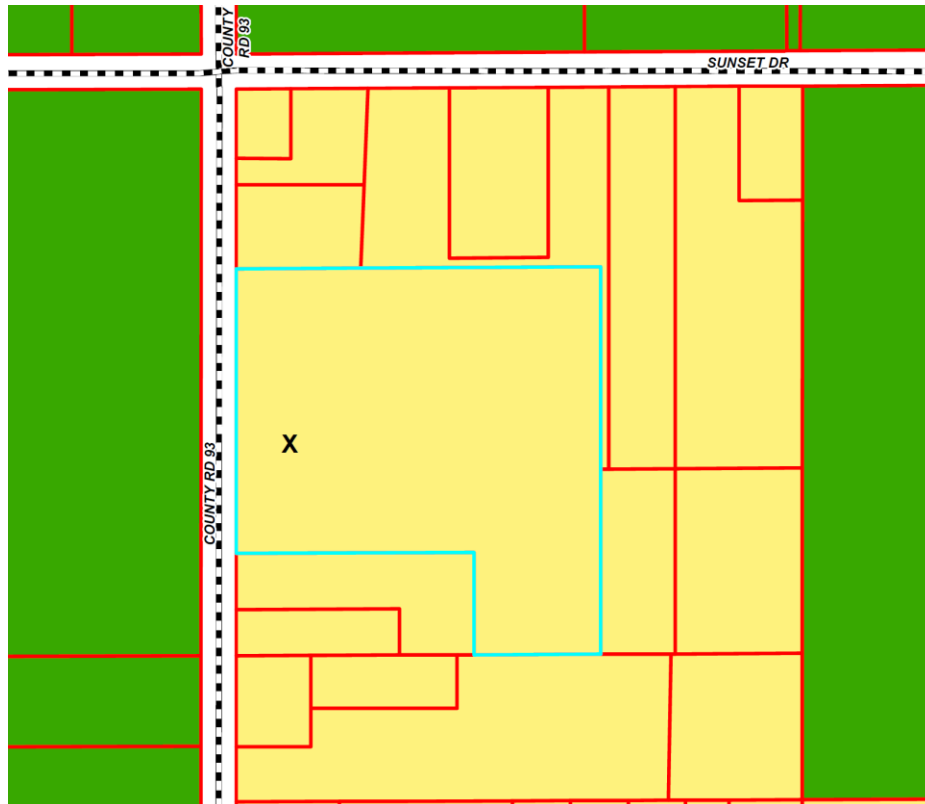
**3.) Does the proposed zoning better conform to the Master Plan?**

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential has been provided for the subject property. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to

major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, RMH and PRD.

Approval of the rezoning will result in an amendment of the Future Land Use Map to agricultural. Agriculture, forestry and similar activities are included with this future land use category. Single family dwellings, institutional uses, recreational uses, limited commercial uses which are intended to serve a rural area and transportation, communication and utility uses are also included subject to the requirements found within the Zoning Ordinance. This category is designed to protect the essential open character of rural areas until it is timely to reclassify the land to appropriate residential, commercial or industrial categories. Zoning designations may include RR, CR, RA and RSF-E.



**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?**

County Road 93 is a county maintained paved road. Staff doesn't anticipate any adverse effect to traffic patterns or congestion.

**6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

Yes, much of surrounding land uses in this area are rural. The established residential use will remain.

**7.) Is the proposed amendment the logical expansion of adjacent zoning districts?**

This area of Planning District 22 consists of both residential and agricultural zoning districts. The surrounding properties zoned RA are used for agricultural purposes; 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?**

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?**

Staff is not aware of any environmental conditions or historic resources which would be impacted by this request.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

Staff anticipates no adverse impacts.

**11.) Other matters which may be appropriate.**

Staff received two phone calls in support of the rezoning.

**From:** [Crystal N. Bates](#)  
**To:** [Linda Lee](#)  
**Subject:** Z-20017  
**Date:** Tuesday, May 19, 2020 3:19:10 PM  
**Attachments:** [image001.png](#)

---

Good Afternoon,

I have had two calls on this case and both callers says it sounds like a wonderful idea and happy with the rezoning.

**Staff Comments and Recommendation**

As stated previously, the subject property is currently zoned RSF-1, Residential Single Family District, and is currently occupied with one dwelling and accessory structures. The property adjoins County Road 93 to the west. The adjoining properties are residential and agricultural. The requested zoning designation is RA, Rural Agricultural District. According to the submitted information, the purpose of this request is to allow for a residence, storage buildings for equipment and a shelter for animals.

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be **APPROVED**. \*

*\*On rezoning applications, the County Commission will make the final decision.*

## Property Images





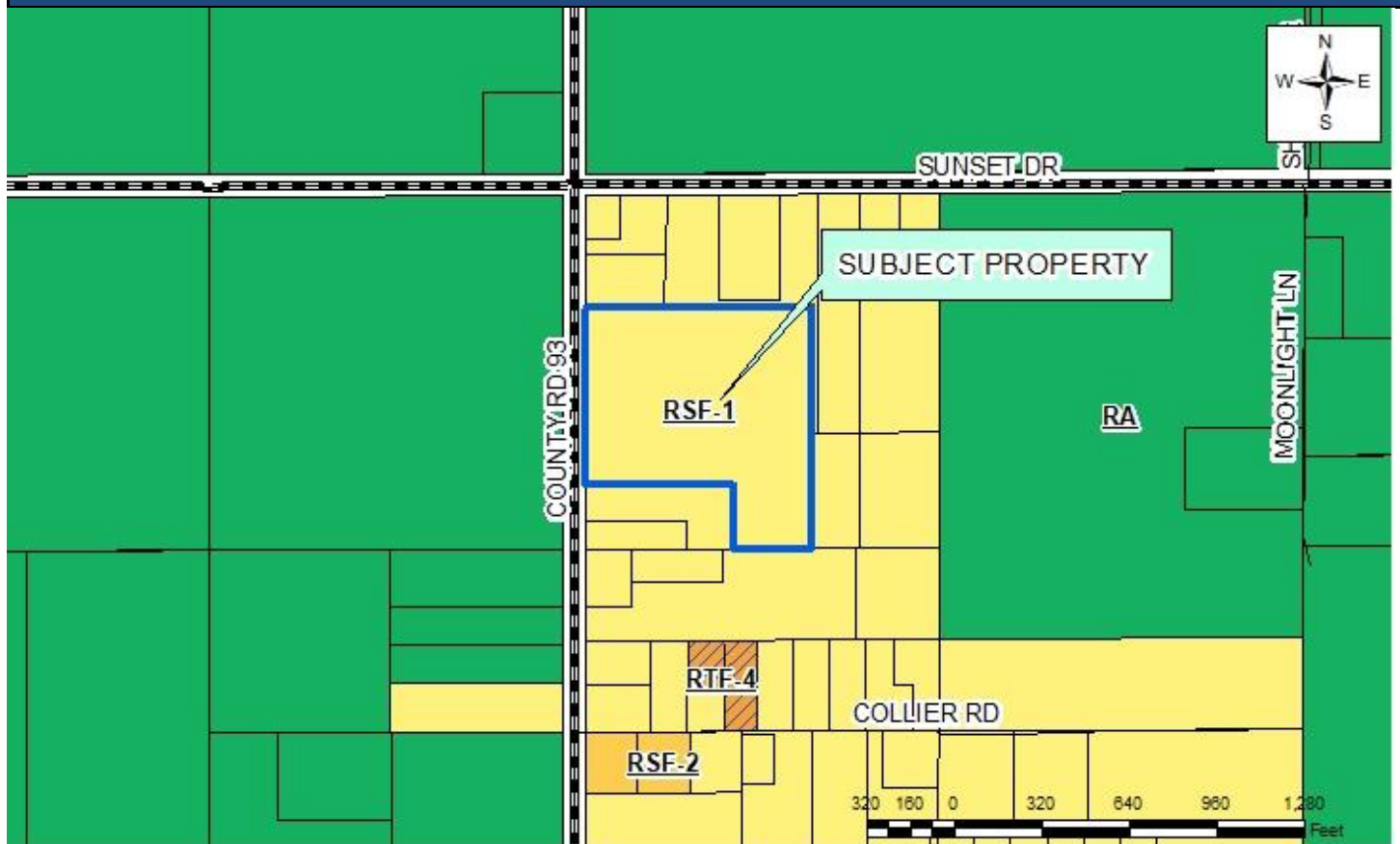




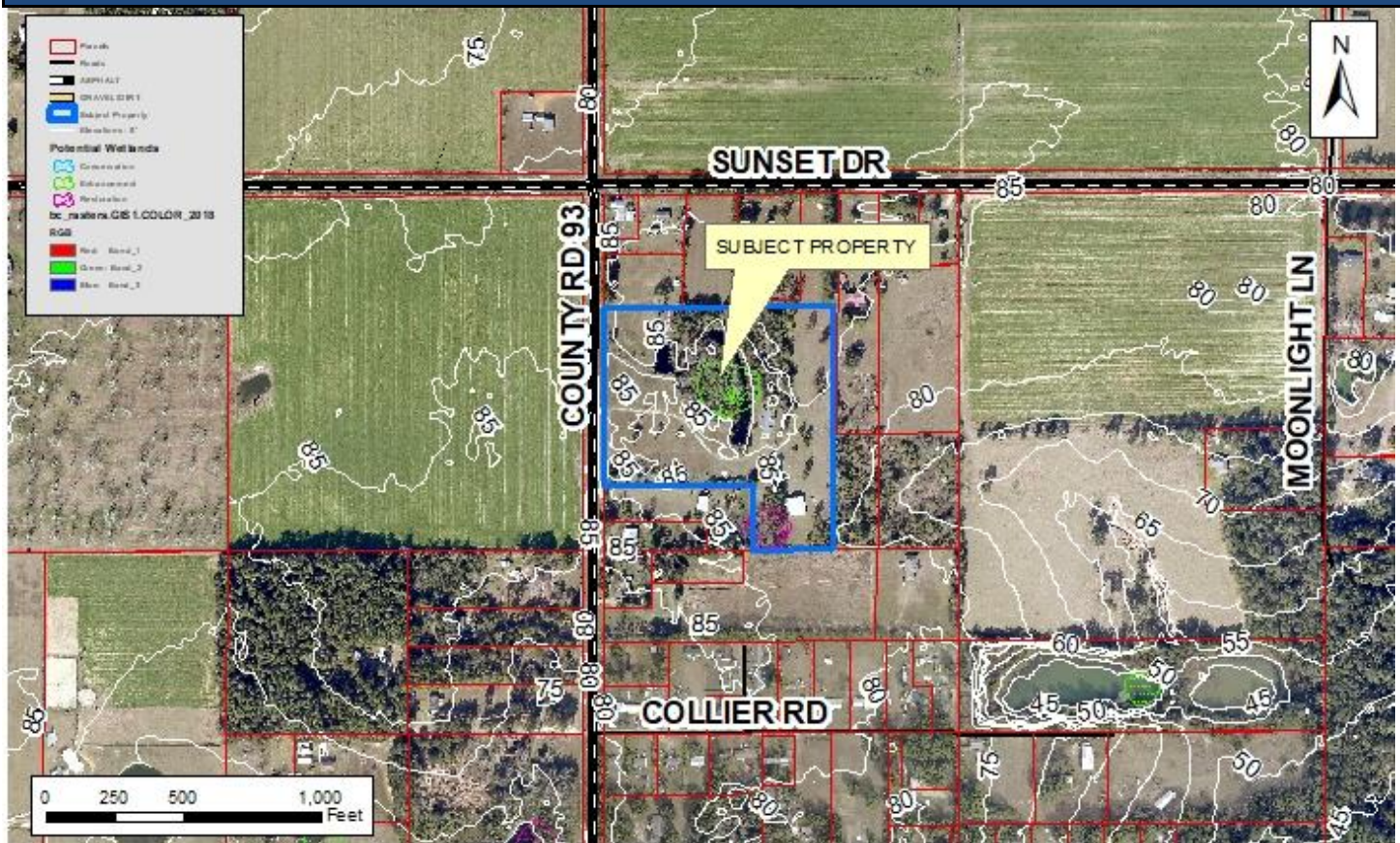




## Locator Map



## Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20017

Pelfrey Property

Rezone RSF-1 to RA

July 9, 2020

Motion: TO RECOMMEND APPROVAL

Made by: JASON PADGETT

Motion Seconded by: BONNIE LOWRY

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	A	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias	A	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	X	

MOTION TO RECOMMEND APPROVAL CARRIED ON A VOTE OF 5-0



up in favor of the request but did not speak. There was no opposition to the request.

Jason Padgett made a motion to recommend approval. Robert Davis seconded the motion. Bonnie Lowery voted nay, all other members voted aye. **Motion to recommend approval for Case Z-20012 rezoning request from RSF-1, RMF-6 and B-2 to HDR carries on a vote of 4-1.**

**g.) CASE Z-20016 PUCKETT PROPERTY**

Vince Jackson presented the rezoning request for property located on the north side of County Road 64, east of State Highway 181 in Planning District 15. The request is to rezone 1 acre of an approximately 7.26 acre from RSF-E to B-3 to allow commercial use on the property.

Mr. Jackson reported recommendation of approval by staff and answered questions. were present in favor of the request. Ercil Godwin with Sawgrass Consulting spoke on behalf of the applicant. Angelo Fermo, the owner of the proposed business, answered questions also. There was no one present in opposition.

Nancy Mackey made a motion to recommend approval. Jason Padgett seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20016 rezoning request from RSF-E to B-3 carries on a vote of 5-0.**

**h.) CASE Z-20017 PELFREY PROPERTY**

Vince Jackson presented the rezoning request for property located on the west side of County Road 93, south of Sunset Drive in Planning District 22. The request is to rezone approximately 13.9 acres from RSF-1 to RA to allow residential and agricultural use of the property.

Mr. Jackson reported recommendation of approval by staff. Mr. Jackson also reported to telephone calls expressing support for the request. There was no one present in opposition. The owner Brett Pelfrey addressed the Commission and answered questions.

Jason Padgett made a motion to recommend approval. Bonnie Lowery seconded the motion. All members voted aye.

**Motion to recommend approval for Case Z-20017 rezoning request from RSF-1 to RA carries on a vote of 5-0.**

**i.) CASE Z-20018 DCF, LLC PROPERTY**

Vince Jackson presented the rezoning request for property located on the southeast intersection of Larry Street Road and Rigsby Road in Planning District 15. The request is to rezone approximately 38 acres from RA to RSF-2 to allow the development of a single-family residential subdivision on the parcel.

Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20017, Pelfrey Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 8/4/2020

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

**Z-20017, Pelfrey Property**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020.**

The County Commission public hearing is scheduled for **Tuesday August 4, 2020.**

Please let me know if you have any questions.

Thank You,

**DJ Hart**



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):

July 22, 2020

Account # 987101 PO # \_\_\_\_\_

Cost \$ 360.00 Ad # 264753

2 - 20017  
Pelfrey Property

Bethany Summerlin

**Bethany Summerlin**

**Sales Representative**

Bill To:

Baldwin County Planning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 23rd day of July, 2020

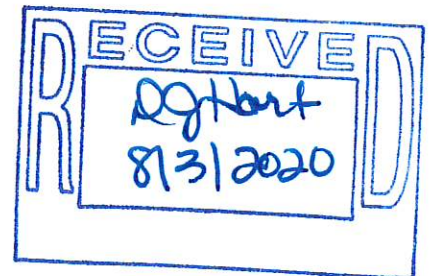
Amber Kimbler

**Amber Kimbler**

Notary Public for Alabama



AMBER KIMBLER  
My Commission Expires  
April 10, 2022





## OBITUARIES

CONTINUED FROM 7

High School, class of 1967. He graduated from Ivy Technical College with a degree in CAD. Mr. Huckaby served in the Army from 1968 - 1974. He was a life-long Florida Gator fan. In addition to being an avid drummer for Gulf Shores United Methodist Church, Curtis had a deep love for the beach, and enjoyed other hobbies such as kayaking and playing tennis. Curtis could light up the room with his smile, and



had a laugh that was infectious. He truly never met a stranger. Curtis is preceded in death by his mother, Ruth Chandler, father, Floyd Curtis Huckaby Sr., sister, Joy

H. Seely, and grandson, Caleb Davis. He is survived by his siblings, Elizabeth (Ron) Stalvey, Sherry Huckaby, Ann (David) Huckaby-Thies, his children Curt (Stacy) Davis, Kyle (April) Huckaby, Corey Huckaby, Nathaniel Huckaby, Cara (Shawn Pendergrass) Huckaby, Marlie (Jacob) Hensley, and his grandchildren Kaydence, Emma, Adrianna, Jamison, Brandon, Carter D. Collin, and Carter A., along with many more nieces and nephews. "Though I know I'll never lose affection

For people and things that went before I know I'll often stop and think about them In my life, I'll love you more." - The Beatles Memorial arrangements to be announced.



### JERNIGAN

Ms. Alma Jernigan, age 73, a native of Pensacola, and a resident of Elberta, passed away Saturday, July 18, 2020. Ms. Jernigan loved her grandchildren and great grandchild and cherished spending time with them. She was a great southern cook who also enjoyed sewing, crocheting, scrap booking and

doing crafts. Alma was preceded in death by her mother, Myrtle Sanford and son, John Jernigan and is survived by her daughter, Gina Parks and son, Chris Jernigan both of Pensacola; sister, Dottie (Kenny) Bearden of Fla.; brother, Donald Eldiwtw of Oregon; three grandchildren, Jordan, Ryan, Laura and two great grandchildren, Ty and Fallon. Graveside funeral services were held Tuesday, July 21, 2020 at the Mt. Zion Cemetery, Stapleton, with Rev. Harvey Earls officiating. In lieu of flowers, memorials may be made to the Hemophilia Foundation, 917 W Osceola Street, Wetumpka, Ala., 36092 or to the charity of your choice.

### JORDAN

Faye Ellen Jordan, age 84, of Orange Beach. Passed away on June 15, 2020. Memorial services will be held at a later date. Please go to [www.casonfuneralservice.com](http://www.casonfuneralservice.com) and sign the Memorial book. Arrangements are entrusted to Cason Funeral Service in Foley.

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### MORRISON

Danny Morrison, age 58, of Daphne, passed away on June 17, 2020. Memorial services will be held at a later date. Please go to [www.casonfuneralservice.com](http://www.casonfuneralservice.com) and sign the Memorial book. Arrangements are entrusted to Cason Funeral Service in Foley.

### RULE

Mary E. Rule, age 77, of Foley, passed away on June 18, 2020. Please go to [www.casonfuneralservice.com](http://www.casonfuneralservice.com) and sign the Memorial Book. Arrangements are entrusted to Cason Funeral Service in Foley.

### RUSHING

Allen Rushing, age 33, of Daphne, passed away on June 17, 2020. Please go to [www.casonfuneralservice.com](http://www.casonfuneralservice.com) and sign the Memorial Book. Arrangements are entrusted to Cason Funeral Service in Foley.

## FREE Local News Email Updates

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### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

**Mailing Address**  
22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Physical Address**  
22070 Highway 59  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Foley Office**  
201 East Section Avenue  
Foley, AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

#### Case No. Z-20008 Lambert Ventures LLC Property Planning District 28

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Jay Oberkirch on behalf of Lambert Ventures LLC, owner of property located on US Hwy 90 in Planning District 28. The applicant is requesting approval to rezone 13± acres from RSF-2 Single Family District to RA - Rural Agricultural District. The Parcel Identification Numbers are 05-32-07-36-0-000-001.015 and 05-32-07-36-0-000-001.002 and 05-43-01-01-0-000-001.016.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 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.

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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Phone: (251) 972-8523  
Fax: (251) 972-8520

#### Case No. Z-20017 Pelfrey Property Planning District 22

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Brett Pelfrey, owner of property located at 13826 Co Rd 93 in Planning District 22. The applicant is requesting approval to rezone 13.9± acres from RSF-1 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-05-22-0-000-008.006.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

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# GULF COAST MEDIA

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The Onlooker  
The Baldwin Times

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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:

07/15/2020, 07/22/2020, 07/29/2020

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 07/29/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313671

Z-20017 Pelfrey Property

Amount of Ad: \$339.84

Legal File# Z-20017 Pelfrey

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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201 East Section Avenue  
Foley, AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

### NOTICE OF PUBLIC HEARING

Case No. Z-20017  
Pelfrey Property  
Planning District 22

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Brett Pelfrey, owner of property located at 13826 Co Rd 93 in Planning District 22. The applicant is requesting approval to rezone 13.9± acres from RSF-1 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-05-22-0-000-008.006.

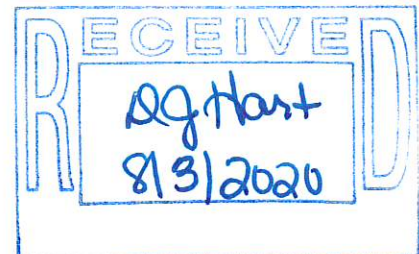
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July 15-22-29, 2020



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20017 Pelfrey Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 7/9/2020

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

**Z-20017 Pelfrey Property**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020**.

The County Commission public hearing is scheduled for **Tuesday August 4, 2020**.

Please let me know if you have any questions.

Thank You,

**DJ Hart**



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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:

06/24/2020

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 06/24/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 312926

Z-20017 Pelfrey Property

Amount of Ad: \$116.48

Legal File# Z-20017 Pelfrey

### BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address  
22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

Physical Address  
22070 Highway 59  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

Foley Office  
201 East Section Avenue  
Foley, AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

### NOTICE OF PUBLIC HEARING

Case No. Z-20017  
Pelfrey Property  
Planning District 22

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Brett Pelfrey, owner of property located at 13826 Co Rd 93 in Planning District 22. The applicant is requesting approval to rezone 13.9± acres from RSF-1 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-05-22-0-000-008.006.

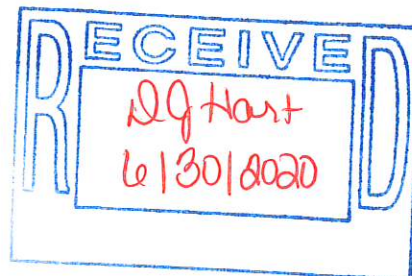
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, July 9, 2020, beginning at 5:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning  
& Zoning Department  
22251 Palmer Street  
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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.  
June 24, 2020





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1356, **Version:** 1

**Item #:** DR6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

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### **ITEM TITLE**

Case No. Z-20018 - DCF LLC Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2020-108, which approves Case No. Z-20018 - DCF, LLC, Property, as it pertains to the rezoning of approximately 38 acres, located in Planning (Zoning) District 15, from RA, Rural Agricultural District, to RSF-2, Single Family District.

### **BACKGROUND INFORMATION**

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

**Background:** The subject property, located in Planning District 15, consists of approximately 38 acres. The current zoning is RA, Rural Agriculture District. The designation of RSF-2, Single Family District, has been requested in order to develop a single family subdivision which would be similar to St. Augustine which is located to the south.

The Planning Commission considered this request on July 9, 2020 and voted to recommend approval to the County Commission.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes. Gulf Coast Newspapers.

**If the proof of publication affidavit is not attached, list the reason:** Forthcoming from staff.

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** County Administration Office

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

Send Notice of Action to the following:

Craig Dyas  
DCF, LLC  
636 Tuthill Lane  
Mobile, Alabama 36608

**Additional instructions/notes:** Planning and Zoning Department - Update Official Zoning Map.



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-108

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20018, DCF, LLC Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

**WHEREAS**, DCF, LLC, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

**THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, LESS AND EXCEPT RIGHT-OF-WAY FOR RIGSBY ROAD AND LARRY STREET ROAD.**

**Said property consisting of approximately 38 acres.**

Otherwise known as tax parcel number **05-43-06-14-0-000-001.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from RA, Rural Agricultural District, to RSF-2, Single Family District; and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on July 9, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

**WHEREAS**, the Baldwin County Commission held a public hearing on August 4, 2020; and

**WHEREAS**, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, That the petitioner's request to rezone the property (Case No. Z-20018, DCF, LLC, Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from RA, Rural Agricultural District, to RSF-2, Single Family District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **4th** day of **August 2020**.

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Honorable Billie Jo Underwood, Chairman

ATTEST:

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Wayne A. Dyess, County Administrator



# Baldwin County Planning & Zoning Department

## Baldwin County Commission Staff Report

### Agenda Item

Case No. Z-20018

DCF, LLC, Property

Rezone RA, Rural Agricultural District to RSF-2, Single Family District

August 4, 2020

## Subject Property Information

**Planning Districts:** 15  
**General Location:** Southeast corner of the intersection of Rigsby Road and Larry Street Road, north of St. Augustine subdivision  
**Physical Address:** N/A  
**Parcel Numbers:** 05-43-06-14-0-000-001.000  
**Existing Zoning:** RA, Rural Agricultural District  
**Proposed Zoning:** RSF-2, Single Family District  
**Existing Land Use:** Undeveloped  
**Proposed Land Use:** Single Family Residential (proposed subdivision)  
**Acreage:** 38 acres, more or less  
**Applicant:** DCF, LLC  
636 Tuthill Lane  
Mobile, Alabama 36608  
**Owner:** Same  
**Lead Staff:** Vince Jackson, Planning Director  
**Attachments:** *Within Report*

### ADJACENT ZONING

**North:** Unzoned, Planning District 7

**South:** RSF-2, Single Family District, St. Augustine

**East:** RA, Rural Agricultural District

**West:** RA, Rural Agricultural District, and RSF-E, Residential Single Family Estate District

The surrounding properties are primarily residential and agricultural.

## Summary

The subject property, located in Planning District 15, consists of approximately 38 acres. The current zoning is RA, Rural Agriculture District. The designation of RSF-2, Single Family District, has been requested in order to develop a single family subdivision which would be similar to St. Augustine which is located to the south.

## 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 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional 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.

**4.3.4 Special exception.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

**4.3.5 Area and dimensional ordinances.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 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	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

#### Agency Comments

##### Baldwin County Highway Department

**From:** Alfreda Jeffords <[Weesie.Jeffords@baldwincountyal.gov](mailto:Weesie.Jeffords@baldwincountyal.gov)>

**Sent:** Friday, May 22, 2020 11:39 AM

**To:** D Hart <[DHart@baldwincountyal.gov](mailto:DHart@baldwincountyal.gov)>

**Cc:** Tyler W. Mitchell <[TMITCHELL@baldwincountyal.gov](mailto:TMITCHELL@baldwincountyal.gov)>; Mary Booth <[MBOOTH@baldwincountyal.gov](mailto:MBOOTH@baldwincountyal.gov)>

**Subject:** RE: Z-20018 DCF, LLC Property

DJ,

It appears that the site has electrical distribution lines that run diagonally from the northwest corner to the southeast. The electrical utility provider easement would need to be looked at closer if there would be a development proposed. Rigsby RD is a major collector road and Larry Street is a Local classification.

**Planning and Zoning/Subdivisions:** Mary Booth, Subdivision Coordinator

The subject property is located within the extraterritorial jurisdiction of the City of Daphne. Subdivision approval will be required. for this development. In addition, access, utilities, stormwater requirements, etc. will be addressed for compliance with the Baldwin County Subdivision Regulations.

**ADEM:** No comments received.

**Municipality (City of Daphne):** Adrienne Jones, Planning Director



**From:** Adrienne Jones <[ajones@daphneal.com](mailto:ajones@daphneal.com)>

**Sent:** Tuesday, May 12, 2020 3:49 PM

**To:** D Hart <[DHart@baldwincountyal.gov](mailto:DHart@baldwincountyal.gov)>

**Subject:** RE: Z-20018 DCF, LLC Property

Great day to you!

Rezoning the subject property to the RSF-2, the same zoning as the adjacent property to the south, would be appropriate as would be to develop the land for similarly-sized lots within a residential subdivision.

Let me know if you need anything else,

Adrienne

### 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 undeveloped. The property adjoins Rigsby Road to the west and Larry Street Road to the north. The adjoining properties are residential and agricultural. Property to the south is the location for St. Augustine which is zoned RSF-2.

**2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?**

The zoning for Planning District 15 was adopted by the County Commission on August 1, 2006. The area has seen significant growth since that time. As a result, there is an increased demand for additional residential development.

**3.) Does the proposed zoning better conform to the Master Plan?**

The Baldwin County Master Plan, 2013, indicates a future land use designation of Agricultural for the subject property. If the rezoning is approved, the future land use designation will change to residential. Conformity with the Master Plan is based on an overall evaluation of the standards for rezoning.

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 is currently indicated for the subject property. If the rezoning is approved, the future land use designation will change to Residential. Conformity with the Master Plan is based on an overall evaluation of the standards for rezoning. The Residential category is provided for residential

dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD.

The adjacent future land use designation to the south is Residential. The Residential designation is also found on parcels located to the west and southwest.

**4.) Will the proposed change conflict with existing or planned public improvements?**

Baldwin County Highway Department comments:

It appears that the site has electrical distribution lines that run diagonally from the northwest corner to the southeast. The electrical utility provider easement would need to be looked at closer if there would be a development proposed. Rigsby RD is a major collector road and Larry Street is a Local classification.

**5.) Will the proposed change adversely affect traffic patterns or congestion?**

A subdivision of this type will certainly bring about an increase in traffic. The exact impact, however, is difficult to ascertain at this time. Traffic impacts and access requirements will be addressed during the Subdivision process.

**6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

The proposal calls for the development of a single family subdivision which would be similar to St. Augustine, located to the south. If the rezoning is approved, up to 110 lots could be constructed, subject to subdivision approval. Each lot would have a minimum of 15,000 square feet, with a minimum lot width of 80-feet at the building line. Please also see the response to standard number 1 above.

**7.) Is the proposed amendment the logical expansion of adjacent zoning districts?**

The adjacent property to the south (St. Augustine) is zoned RSF-2. Additional property located to the southwest is also zoned RSF-2 (Belgrove).

**8.) Is the timing of the request appropriate given the development trends in the area?**

Staff feels that timing of the request is appropriate given existing 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 knows of no adverse impacts on environmental conditions or 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 factors as applicable.**

N/A

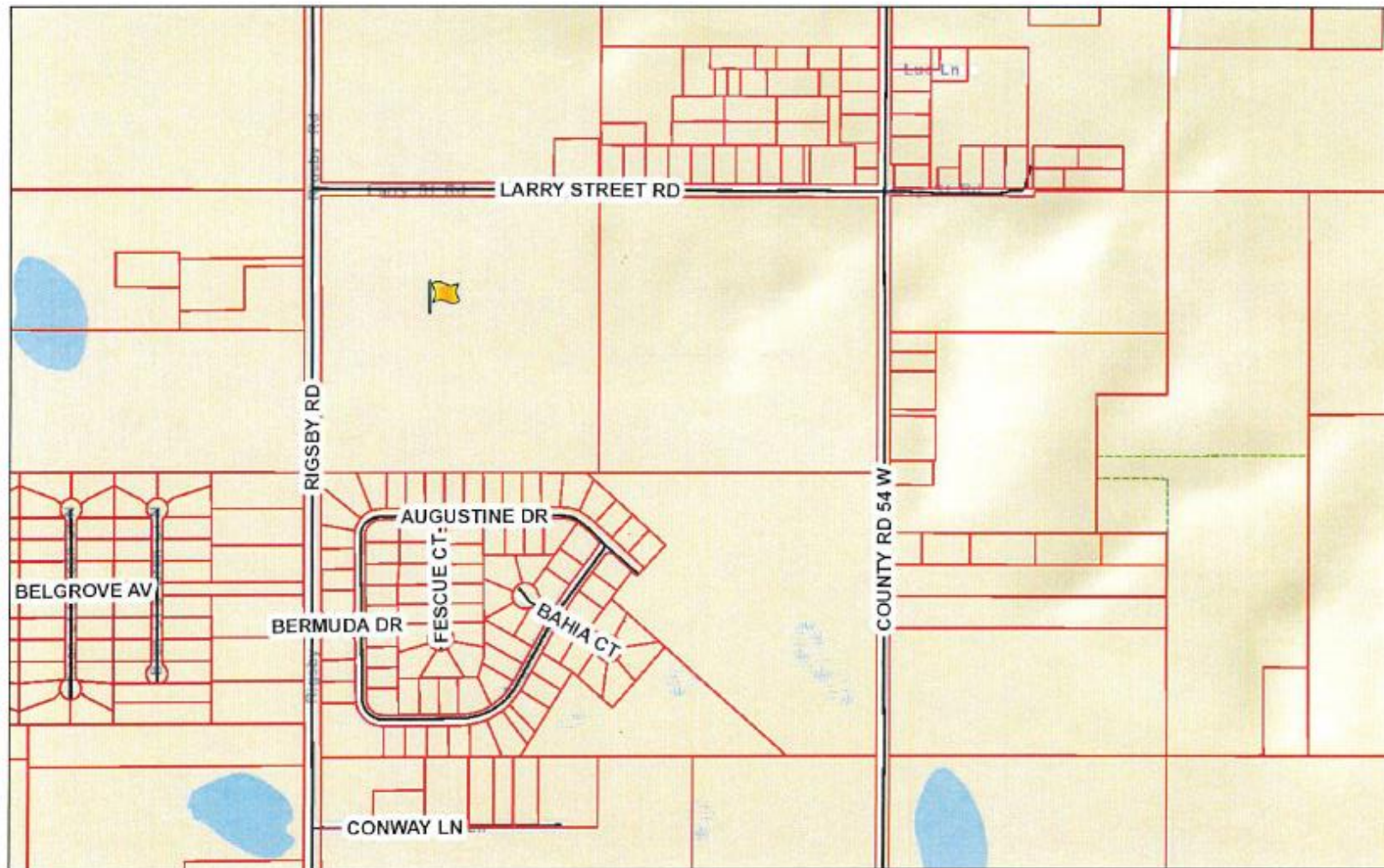
**Staff Comments and Recommendation**

As stated previously, the subject property, located in Planning District 15, consists of approximately 38 acres. The current zoning is RA, Rural Agriculture District. The designation of RSF-2, Single Family District, has been requested in order to develop a single family subdivision which would be similar to St. Augustine, which is located to the south. If approved, the proposed development would include a maximum of 110, 15,000 square foot lots.

Staff has no major concerns with this application. Unless information to the contrary is obtained from the public hearing, the case should be recommended for **APPROVAL** to the County Commission. \*

*\*On rezoning applications the County Commission will have the final vote.*

# DCF, L.L.C. - RA to RSF-2 - 38 ac. + - PPIN 11760



May 6, 2020

pointLayer



Override 1



Parcels

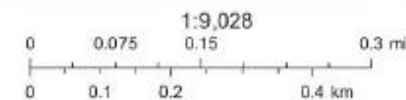
Centerlines

Coastal Control Line

Lot Lines



County Boundary



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Copyright 2019



## Property Images











**ADJOINING PROPERTY TO THE WEST**

**05/11/2020**

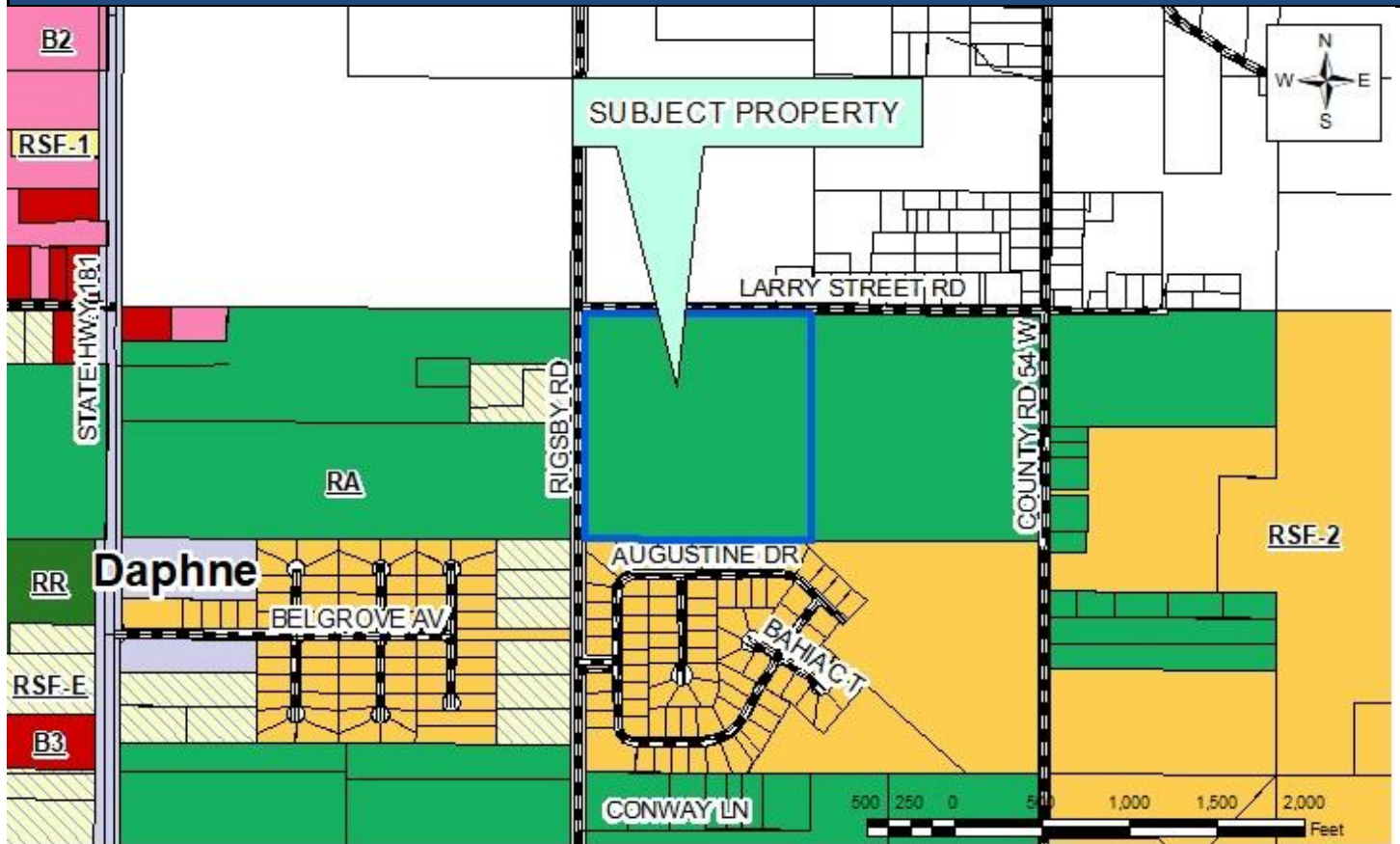


**ADJOINING PROPERTY TO THE SOUTH**

**05/11/2020**



Locator Map



Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20018

DCF-LLC Property

Rezone RA to RSF-2

July 9, 2020

Motion: TO RECOMMEND APPROVAL

Made by: BONNIE LOWRY

Motion Seconded by: PLUMER TONSMEIRE

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	A	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias	A	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	
Jason Padgett	X	

MOTION TO RECOMMEND APPROVAL CARRIED ON A VOTE OF 5-0



up in favor of the request but did not speak. There was no opposition to the request.

Jason Padgett made a motion to recommend approval. Robert Davis seconded the motion. Bonnie Lowery voted nay, all other members voted aye. **Motion to recommend approval for Case Z-20012 rezoning request from RSF-1, RMF-6 and B-2 to HDR carries on a vote of 4-1.**

**g.) CASE Z-20016 PUCKETT PROPERTY**

Vince Jackson presented the rezoning request for property located on the north side of County Road 64, east of State Highway 181 in Planning District 15. The request is to rezone 1 acre of an approximately 7.26 acre from RSF-E to B-3 to allow commercial use on the property.

Mr. Jackson reported recommendation of approval by staff and answered questions. were present in favor of the request. Ercil Godwin with Sawgrass Consulting spoke on behalf of the applicant. Angelo Fermo, the owner of the proposed business, answered questions also. There was no one present in opposition.

Nancy Mackey made a motion to recommend approval. Jason Padgett seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20016 rezoning request from RSF-E to B-3 carries on a vote of 5-0.**

**h.) CASE Z-20017 PELFREY PROPERTY**

Vince Jackson presented the rezoning request for property located on the west side of County Road 93, south of Sunset Drive in Planning District 22. The request is to rezone approximately 13.9 acres from RSF-1 to RA to allow residential and agricultural use of the property.

Mr. Jackson reported recommendation of approval by staff. Mr. Jackson also reported to telephone calls expressing support for the request. There was no one present in opposition. The owner Brett Pelfrey addressed the Commission and answered questions.

Jason Padgett made a motion to recommend approval. Bonnie Lowery seconded the motion. All members voted aye.

**Motion to recommend approval for Case Z-20017 rezoning request from RSF-1 to RA carries on a vote of 5-0.**

**i.) CASE Z-20018 DCF, LLC PROPERTY**

Vince Jackson presented the rezoning request for property located on the southeast intersection of Larry Street Road and Rigsby Road in Planning District 15. The request is to rezone approximately 38 acres from RA to RSF-2 to allow the development of a single-family residential subdivision on the parcel.



Mr. Jackson reported recommendation of approval by staff and answered questions. David Diehl with SE Civil was present to represent the applicant and answer questions. There was no one present in opposition of the request.

Bonnie Lowery made a motion to recommend approval. Plumer Tonsmeire seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20018 rezoning request from RA to RSF-2 carries on a vote of 5-0.**

**j.) CASE Z-20020 CAHOON PROPERTY**

Mr. Jackson presented the rezoning request for property located on the northeast intersection of County Road 26 and Collins Lane in Planning District 20. The request is to rezone approximately 4.5 acres from RSF-1 to RMH to allow expansion of an existing, grandfathered Manufactured Housing Park on the parcel.

Mr. Jackson answered questions and reported recommendation of approval by staff. Mr. Jackson also reported the recommendation of approval was written prior to receiving considerable opposition to the request.

Applicant and owner Bob Cahoon addressed the Commission and answered questions. present in opposition. David Green, Mark Mattox, Thomas Rachel, Rodger Tindal, and Magnolia Springs Mayor Kim Koniar spoke in opposition. Susan Lolly Turner, Robert Turner, Kaye Tindal, John Palughi, and Marlon Foster signed up in opposition but did not speak.

Jason Padgett made a motion to recommend denial. Nancy Mackey seconded the motion. All members voted aye. **Motion to recommend denial of Case Z-20020 rezoning request from RSF-1 to RMH carries on a vote of 5-0.**

**k.) CASE Z-20021 DIXON COMPANY, LLC PROPERTY**

Vince Jackson presented the rezoning request for property located on the south side of Newberry Lane east of Magnolia Springs Highway in Planning District 21. The request is to rezone approximately 10 acres from CR to RR to allow the single-family use of the property with reduced building setbacks.

Mr. Jackson reported recommendation of approval by staff and answered questions. Janet Cobb and Dusty Cole spoke in favor of the request. Richard Newberry signed up in opposition but did not speak.

Nancy Mackey made a motion to recommend approval. Bonnie Lowery seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-20021 rezoning request from CR to RR carries on a vote of 5-0.**

**l.) CASE Z-20023 BALDWIN COUNTY BOARD OF EDUCATION PROPERTY**

Vince Jackson presented the rezoning request for property located on the south side of County Road 64, west of County Road 54 East in Planning District 15. The request is

Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20018, DCF, LLC Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 8/4/2020

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Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

**Z-20018, DCF, LLC Property**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020**.

The County Commission public hearing is scheduled for **Tuesday August 4, 2020**.

Please let me know if you have any questions.

Thank You,

**DJ Hart**





# Council approves change in retirement benefits for employees

By JOHN UNDERWOOD  
john@gulfcoastmedia.com

**LOXLEY** — The Loxley Town Council approved a change in its benefits which will allow all its employees to retire with 25 years of service, or at age 60 with 10 or more years of service.

Currently, only employees hired prior to 2013 under the state benefits package with Retirement Systems of Alabama are considered Tier I employees. All employees hired after Jan. 1, 2013 are considered Tier II, which means that they are only eligible to retire at age 62.

At its meeting on July 13, the town council voted

to authorize Tier I benefits for Tier II employees. The city of Robertsdale took similar action at a meeting in March. All employees hired after Jan. 1, 2013 would still be considered Tier II employees, but under the new plan, they would be eligible for Tier I benefits.

Employees who are considered Tier I employees are required to contribute 5 percent of their income to the RSA program. Under the regulations, police department and corrections employees considered Tier I employees are required to contribute 6 percent of their income. If the town had a paid

fire department, those employees would also be required to contribute 6 percent, but since Loxley does not have a paid fire department, that does not apply.

Tier II employees are required to contribute 6 percent of their income to the program, 7 percent for police department and corrections employees. In order to receive Tier I benefits, Tier II employees will be required to increase their contribution to 7.5 percent, or 8.5 percent for police and corrections employees.

In other business July 13, the council:

- Adopted an ordinance to amend the town's

zoning ordinance to rezone three parcels of land located between County Road 55 and Alabama 59 from R-1-A (residential - single family) to B-1 (general business district). No one spoke during a public hearing held before the council meeting July 13.

- Adopted an ordinance to amend the building codes, amending the Loxley Supplemental Code and adopting the 2018 international building codes.

- Adopted a resolution appointing town clerk Melissa Lawrence as the person to prepare a list of qualified voters

for the 2020 municipal election.

- Approved a proclamation proclaiming Nov. 13 as Kindness Day in the town of Loxley.

- Purchased a half-page color ad in the 2020-21 Central Baldwin Chamber Magazine at a cost of \$1,200.

- Approved the final audit billing with Municipal Workers Compensation Fund Inc. at a cost of \$16,818.

- Provided funding in the amount of \$10,000 to the Public Works Department for Christmas decorations.

- Approved cost in the amount of \$49,208.20 to extend 2,200 feet of 10-

inch water main on U.S. 31 with an interconnect to Spanish Fort Water to serve the Catholic Church.

- Approved the purchase of two vacuum samplers from Aqua Products Inc for the wastewater treatment plant at a cost of \$6,530 each.

- Approved a contract with Expressway Concrete to replace and extend sidewalks on Holley and Cypress streets at a cost of \$14,701.

- Purchased a full-page ad in the Gulf Coast Media Back to School magazine at a cost of \$415.

## Robertsdale police reports

### June 30

**5:41 a.m.**, Gemstone Drive, Loxley, Jennifer Robin Childs, 45, of Loxley, charged with disorderly conduct/disturbing the peace.

**9:43 a.m.**, Alabama 59, Michael William Barnhill, 31, of Robertsdale, charged with public intoxication, possession of drug paraphernalia.

**3:15 p.m.**, obscene material-distribution-first offense, Downer Road (time of reported occurrence was between 9 p.m.,

June 24 and 6 a.m. June 25). Case pending.

**6:53 p.m.**, domestic incident, Alabama 59 South, Case closed, prosecution declined/other prosecution.

**10:08 p.m.**, Alabama 59, Shooter Wayne Tammara, 27, of Bay Minette, charged with domestic violence, third degree (reckless endangerment); interference with a domestic violence emergency.

### July 1

**12:09 a.m.**, permitting dogs to run at large, Willers Street, Case closed, exceptional clearance, prosecution declined/other prosecution.

**10:16 a.m.**, identity theft, location unknown, cyberspace, Case closed, administratively cleared.

**11:37 a.m.**, identity theft, Michigan Street (time of reported incident was 6 a.m. June 22). Case closed, administratively cleared.

### 1:03 p.m.

County Road 85 South, Sara Marie Rose Newman, 27, of Robertsdale, charged with appears in public place under the influence, resisting arrest.

### July 2

**2:52 p.m.**, simple assault-family, County Road 71, Case pending.

### July 3

**11:28 a.m.**, domestic incident, County Road 71, Case closed.

administratively cleared.

**12:01 p.m.**, theft-from yards, fourth degree, Pecan View Drive, Loxley (time of reported incident was between 10 p.m. June 30 and 8 a.m. July 1). Case pending.

**9:08 p.m.**, Burger King, Alabama 59 South, Timothy Shannon Summey, 38, of Summerdale, charged with public intoxication; Leah Ann Summey, 42, of Summerdale, charged with possession of marijuana; illegal possession of prescription

drugs; possession of drug paraphernalia.

### July 4

**11:14 a.m.**, criminal trespass, second degree; unlawful breaking and entering a vehicle, Alabama 59 (time of reported incident was between 11:15 a.m. and 2:05 p.m. July 3). Case pending.

**10 p.m.**, domestic incident, Palmer Street, Case closed, administratively cleared.

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

**Mailing Address**  
22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Physical Address**  
22070 Highway 59  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Foley Office**  
201 East Section Avenue  
Foley, AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

#### Case No. Z-20016 Puckett Property Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Sawgrass Consulting on behalf of Jacqueline Puckett, owner of property located at 10213 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 1± acres of a 7.6 acre parcel from RSF-E - Estate Res District to B-3 - General Business District. The Parcel Identification Number is 05-43-06-14-0-000-015.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 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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#### Case No. Z-20018 DCF, LLC Property Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by DCF, LLC, owner of property located on Rigby Road & Larry Street Rd in Planning District 15. The applicant is requesting approval to rezone 38± acres from RA - Rural Agricultural District to RSF-2 Single Family District. The Parcel Identification Number is 05-43-06-14-0-000-001.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, August 4, 2020**, beginning at 8:30 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:

07/15/2020, 07/22/2020, 07/29/2020

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 07/29/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313672

Z-20018 DCF, LLC Property

Amount of Ad: \$342.72

Legal File# Z-20018 DCF, LL

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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### NOTICE OF PUBLIC HEARING

Case No. Z-20018  
DCF, LLC Property  
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by DCF, LLC, owner of property located on Rigsby Road & Larry Street Rd in Planning District 15. The applicant is requesting approval to rezone 38± acres from RA - Rural Agricultural District to RSF-2 Single Family District. The Parcel Identification Number is 05-43-06-14-0-000-001.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, August 4, 2020, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

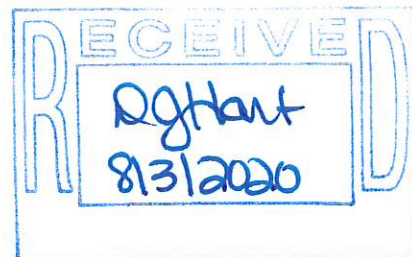
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July 15-22-29, 2020



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 7/31/2020  
**Re:** Z-20018 DCF, LLC Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 7/9/2020

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Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

**Z-20018 DCF, LLC Property**

The Planning and Zoning Commission meeting was held **Thursday July 9, 2020**.

The County Commission public hearing is scheduled for **Tuesday August 4, 2020**.

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  
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LEGAL REP -  
251-345-6805

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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:

06/24/2020

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 06/24/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 312927

Z-20018 DCF, LLC Propert

Amount of Ad: \$117.44

Legal File# Z-20018 DCF, LL

### BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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DCF, LLC Property  
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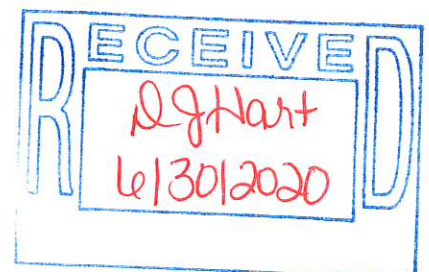
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, July 9, 2020, beginning at 5:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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June 24, 2020





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1362, **Version:** 1

**Item #:** EA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### **ITEM TITLE**

Payment of Bills

### **STAFF RECOMMENDATION**

Pay bills totaling \$13,344,691.44 (thirteen million, three hundred forty-four thousand, six hundred ninety-one dollars and forty-four 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, \$10,100,703.58 (ten million, one hundred thousand, seven hundred three dollars and fifty-eight cents) is payable to the Baldwin County Board of Education and \$607,686.29 (six hundred seven thousand, six hundred eighty-six dollars and twenty-nine 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: August 4, 2020

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	8,937,046.23	Sales Tax
	1,163,657.35	Use Tax
	363,673.24	Casual Sales Tax; Jun 2020
Gulf Shores Bd. Of Education	515,266.86	Sales Tax
	92,419.43	Use Tax
	25,158.33	Casual Sales Tax; Jun 2020
Coastal Alabama Community College	185,807.90	Sales Tax
	1,367.04	Casual Sales Tax; Jun 2020
Baldwin Youth Services	76,619.87	Sales Tax
	563.74	Casual Sales Tax; Jun 2020
District Attorney's Office	38,589.20	Sales Tax
	281.87	Casual Sales Tax; Jun 2020
Baldwin County Economic Development Alliance	24,706.74	Sales Tax
Regions	182,107.78	2020 Lease PBA; Aug 2020
Coverge One, Inc.	31,328.10	Networking / Security Equipment
	5,278.19	Office / Computer Equipment
John G. Walton Const. Co.	694,884.61	Contract Services; Resurfacing
PH&J Architects, Inc.	177,613.86	Professional Services; Sheriff's
Administrative Office of Courts	102,315.16	3RD QTR FY2020 Judicial
Mobile Asphalt Co LLC	84,713.46	Road Building Materials
South Alabama Regional	67,150.24	Temporary Labor
Volkert, Inc.	60,356.09	Engineering Services
SDAC	49,999.32	Provision of Concrete Sidwalk; Parks
Petroleum Traders Corporation	44,303.73	Fuel
Pope Contracting, Inc.	33,637.60	Bridge Replacement; Fred Dugger Road
Alabama Pipe & Supply Co., Inc.	25,208.80	Pipe & Supply
J R Wilburn & Associates, Inc.	24,360.40	Contract Services; MOP/Long Range Transportation Plan
<b>TOTAL</b>	<b>13,008,415.14</b>	



**Baldwin County Commission  
Accounts Payable Payments  
August 4, 2020**

Vendor Summary		Totals
1	A & M PORTABLES INC	115.00
2	A PRIME PROPERTIES GROUP LLC	30.00
3	ACCURATE CONTROL EQUIPMENT	478.85
4	ADAMS AND REESE LLP	6,000.00
5	ADMINISTRATIVE OFFICE OF COURTS	102,315.16
6	ADT SECURITY SERVICES INC	58.89
7	ADVANTAGE ELEVATOR INSP AND CONS	360.00
8	AIRGAS USA, LLC	251.66
9	AL STATE DEPT OF LABOR	150.00
10	AL STATE DEPT OF REVENUE	48.50
11	AL STATE DEPT OF TRANSPORTATION	264.56
12	ALABAMA COASTAL RADIOLOGY	190.75
13	ALABAMA PIPE & SUPPLY CO INC	25,208.80
14	ANIMAL CARE EQUIP & SERVICES	55.90
15	ARD, KIMBERLY N	9.97
16	ASHBERRY LANDFILL LLC	66.00
17	ASPLUNDH TREE EXPERT	1,959.50
18	AUDETTE, SOPHIE M	18.00
19	AUTO ZONE	95.49
20	AUTOMATED DOORWAYS INC	80.00
21	AUTOWORX LLC	164.52
22	AVERY, ALLISON	32.00
23	B&H PHOTO & ELECTRONICS CORP	2,681.34
24	BAILEY, TODD	16.00
25	BALDWIN ANIMAL CLINIC PC	559.00
26	BALDWIN CNTY BOARD OF EDUCATION	10,464,376.82
27	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	24,706.74
28	BALDWIN CNTY GENERAL FUND	1.71
29	BALDWIN CNTY PROBATE COURT	25.00
30	BALDWIN CNTY SHERIFF'S OFFICE	2,144.75
31	BALDWIN EMERGENCY PHYSICIANS PC	170.13
32	BALDWIN LOCKSMITH LLC	125.00
33	BALDWIN TRACTOR - PURCHASES	4,574.60
34	BALDWIN YOUTH SERVICES	77,183.61
35	BANKESTER, SAMUEL D	16.00
36	BARNES, CLIFFORD	16.00
37	BATES, CRYSTAL NICOLE	69.05
38	BAY MINETTE BUILDING SUPPLY	1,060.16
39	BAY MINETTE LAND CO	1,000.00
40	BAY PEST CONTROL COMPANY INC.	205.00
41	BAY SIDE RUBBER & PRODUCTS	2,683.62
42	BAY UTILITY TRAILERS INC	325.00
43	BAYER HEALTHCARE LLC	826.11
44	BELL'S HOMETOWN PHARMACY	6.00
45	BLOSSMAN GAS	58.31
46	BOB BARKER CO INC	6,115.66



**Baldwin County Commission**  
**Accounts Payable Payments**  
**August 4, 2020**

	Vendor Summary	Totals
47	BOOTH, JOSIE & CECIL	16.00
48	BRADY, JAKE W	30.00
49	BREWER, MICHELLE B	16.00
50	BROUSSARD, JOHN	32.00
51	BUCK, SUSAN	16.00
52	BUILDERS HARDWARE & SUPPLY CO	18.66
53	CAMPBELL HARDWARE & SUPPLY CO	497.85
54	CARVER, GINA	4.00
55	CDG ENGINEERS & ASSOCIATES	3,692.50
56	CDW - GOVERNMENT, INC	8,433.04
57	CENTRAL BALDWIN VETERINARY HOSPITAL	403.00
58	CHILDRESS MOVING COMPANY, INC.	1,500.00
59	CHUCK STEVENS AUTO INC	1,977.56
60	CINTAS - UNIFORMS	3,857.71
61	CINTAS FIRST AID & SAFETY	1,642.42
62	CINTAS LOCATION #211	465.00
63	CITY ELECTRIC SUPPLY	116.68
64	CLEVERDON FARMS	2,986.37
65	COASTAL AL COM COLLEGE	187,174.94
66	COASTAL INDUSTRIAL SUPPLY	57.00
67	COCA COLA BOTTLING CO	296.80
68	COLONY ANIMAL CLINIC	90.00
69	COMMERCIAL & COIN LAUNDRY EQUIPMENT CO	730.01
70	COMPLETE DKI	1,162.85
71	COMPLETE JANITORIAL SERVICE	2,115.00
72	CONVERGE ONE INC	36,606.29
73	COURTYARD MARRIOTT AUBURN	560.48
74	COX, DEANNA VICICH	1,500.00
75	CULLIGAN WATER SYSTEMS OF MOBILE	42.50
76	DADE PAPER & BAG CO	6,077.48
77	DAIRY FRESH OF AL	328.69
78	DANA SAFETY SUPPLY INC	1,872.00
79	DANNY'S HYDRAULICS	367.86
80	DATATRUST TECHNOLOGIES AND CONSULTANTS	650.00
81	DAVISON OIL COMPANY INC	1,437.23
82	DENNISE WOLSTENHOLME	1,200.00
83	DEWBERRY ENGINEERS INC	4,035.00
84	DISTRICT ATTORNEY'S OFFICE	38,871.07
85	DODD, RYAN	32.00
86	DRAGONETTI, JOHN L & SUSAN	32.00
87	DUTCHMAN'S LAWN & GARDEN	110.97
88	DYKES VETERINARY CLINIC	441.00
89	EATMAN, VIRGINIA	42.00
90	EMERGENCY SERVICES OF MOBILE	2,428.00
91	EQUIPMENT SALES CO	1,457.34
92	ESTATE OF MARK S MCKENZIE	14.00

**Baldwin County Commission  
Accounts Payable Payments  
August 4, 2020**

	Vendor Summary	Totals
93	EVANS MFG	450.00
94	EXPRESS OIL CHANGE	84.14
95	FEDEX	688.62
96	FRAZIER, DANIEL	32.00
97	FULDA, JOHN	16.00
98	GALL'S LLC	2,206.50
99	GANEY, BRENDA Q	3,433.34
100	GARDNER, STEVE	16.00
101	GILLINGHAM, TAMMI	30.00
102	GOTTLER, ANGELA GAY	35.64
103	GRAESTONE AGGREGATES, LLC	14,986.81
104	GUARDIAN RFID	443.60
105	GUIDET, TERRY J	30.00
106	GULF CITY BODY & TRAILER WORKS, INC	63.12
107	GULF COAST BUILDING SUPPLY	677.80
108	GULF COAST NEWSPAPERS	1,069.44
109	GULF REGIONAL PATHOLOGISTS PA	764.50
110	GULF SHORES BOARD OF EDUCATION	632,844.62
111	GULF STATES DISTRIBUTORS	839.00
112	HAPPY ACRES VETERINARY CLINIC	382.00
113	HENDERSON, KENDEL DYETT	96.60
114	HERITAGE-CRYSTAL CLEAN LLC	150.00
115	HIGHLAND TECHNICAL SERVICES INC	2,510.00
116	HI-LINE - FOR PURCHASE ORDERS	488.22
117	HILL'S PET NUTRITION INC	425.24
118	HOLLAND'S PAINT & BODY	1,634.57
119	HULSART, BRUCE & ROBYN	42.00
120	IMC HOSPITALISTS LLC	235.30
121	IMC-EMERGENCY PHYSICIANS	755.28
122	IMC-NORTH BALDWIN PHYSICIANS GROUP	130.30
123	INFIRMARY OCCUPATIONAL HEALTH PC	2,777.00
124	J R WILBURN & ASSOCIATES INC	24,360.40
125	JACE CHANDLER	795.00
126	JANI KING OF MOBILE	783.91
127	JAZZY CLEAN JANITORIAL	690.86
128	JJPR LLC	10,000.00
129	JOHN G WALTON CONST CO	694,884.61
130	JOHNSON, GARREL L. JR	16.00
131	JUBILEE ACE HOME CENTER	263.11
132	KAISERCOMM INC	417.28
133	KEMPEL, GERALD	16.00
134	KENWORTH OF ALABAMA	840.86
135	KEY, VICTORIA ASHTON	38.07
136	KINDER ACADEMY INC	31.00
137	KINGLINE EQUIPMENT	2,300.00
138	KOVALEV, JUDITH	16.00

**Baldwin County Commission  
Accounts Payable Payments  
August 4, 2020**

	Vendor Summary	Totals
139	L A SHOWERS & GLASS LLC	1,460.00
140	LAMBERT, JK	16.00
141	LOWER ALABAMA HEATING, COOLING & REFRIG	3,706.09
142	LOWE'S - DAPHNE	1,034.48
143	LOWE'S - FOLEY	37.99
144	M & A SUPPLY	459.38
145	MAC'S AUTOGLASS LLC	465.00
146	MAIL SOLUTIONS	137.00
147	MANAGEFORCE CORPORATION	6,225.00
148	MARCHAND, LINDA K	44.00
149	MASON, KELVIN	32.00
150	MATHES OF ALABAMA	250.44
151	MCCOLLUM, CLIFFORD SIM	326.97
152	McGRIFF TIRE CO INC	468.00
153	MCKESSON MEDICAL	63.99
154	MCPHERSON OIL CO INC/DBA FUELMAN	2,339.79
155	MIDWAY LUMBER SALES	859.68
156	MILLER'S GRAND EVENTS INC	605.00
157	MINGLEDORFF'S INC	77.64
158	MOBILE ASPHALT CO LLC	84,713.46
159	MOBILE INFIRMARY ASSOCIATION	45.00
160	MOBILE PRESS REGISTER	420.00
161	MONTGOMERY ADVERTISER	301.35
162	MOTT, EDWARD DEAN	15.05
163	MURPHY'S QUALITY HAY, INC.	800.00
164	MWI ANIMAL HEALTH	2,163.99
165	NAFECO	912.29
166	NATIONAL SAFETY COUNCIL	130.00
167	NOTARY PUBLIC UNDERWRITERS	74.00
168	OEC	2,018.52
169	OFFICE MASTER INC	439.80
170	O'REILLY AUTO PARTS - BAY MINETTE	251.64
171	O'REILLY AUTO PARTS - ROBERTSDALE	874.37
172	PAM'S EMBROIDERY & SEWING	424.00
173	PARTS HOUSE, THE	3,592.60
174	PAUL, TRAVIS MD PC	562.00
175	PENDLEY, TONY & DIANE	16.00
176	PETROLEUM TRADERS CORPORATION	44,303.73
177	PH & J ARCHITECTS INC	177,613.86
178	PINNACLE NETWORKX	404.79
179	POPE CONTRACTING INC	33,637.60
180	POSEY, HEATHER M	30.00
181	PRINT SHOP, THE	2,419.88
182	QUADIENT LEASING USA, INC.	257.52
183	QUEST DIAGNOSTICS	4,051.50
184	RACINE'S FEED GARDEN & SUPPLY INC	759.26

**Baldwin County Commission  
Accounts Payable Payments  
August 4, 2020**

	Vendor Summary	Totals
185	REGIONS BANK CORP TRUST	182,107.78
186	ROBERTSDALE ANIMAL CLINIC	75.00
187	ROBERTSDALE AUTO PARTS INC	3,314.72
188	ROBERTSDALE FEED STORE	69.00
189	ROBERTSDALE POWER EQUIPMENT	880.88
190	RUBIO, HONORATO MARTINEZ	32.00
191	RUFFIN, LORI G	137.50
192	SAFETY KLEEN CORP	621.40
193	SAND & CLAY, INC.	8,394.75
194	SANDY SANSING FORD	85.88
195	SCS FIELD SERVICES	3,988.00
196	SDAC	49,999.32
197	SECTION 18 TRANSPORTATION FUND	1,436.40
198	SEGARS, ALICIA	42.00
199	SERVPRO OF BALDWIN CNTY	1,037.42
200	SHERWIN WILLIAMS - SPANISH FORT	59.34
201	SHERWIN-WILLIAMS - FOLEY	136.80
202	SHIRK, MICHAEL & SUSIE	16.00
203	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	2,283.03
204	SMELSER, THOMAS E JR	16.00
205	SMITH, CAROLYN R	28.00
206	SMITH, CHARLOTTE K	154.00
207	SMITH, JODIE M	28.58
208	SOFTWARE HOUSE INT	334.01
209	SOUTH ALABAMA REGIONAL	67,150.24
210	SOUTH BALDWIN REGIONAL MEDICAL CENTER	117.09
211	SOUTHDATA INC	5,880.54
212	SOUTHERN FIRE & SAFETY INC	1,494.50
213	SOUTHERN PIPE & SUPPLY	240.27
214	SOUTHERN TIRE MART	1,545.96
215	SOUTHERNCARLSON SYSTEMS	1,076.93
216	STAPLES CONTRACT & COMMERCIAL, INC.	15,554.18
217	STAPLES CONTRACT-PROMOTIONAL & APPAREL	108.95
218	STONE CROSBY PC	3,935.45
219	SUNSOUTH LLC	266.31
220	SWEAT TIRE - BAY MINETTE	80.00
221	SWEAT TIRE - ROBERTSDALE	3,218.39
222	SYMBOL HEALTH SOLUTIONS LLC	16,811.82
223	TESSCO	133.80
224	THOMPSON TRACTOR CO	11,354.16
225	TINT GUY, THE	325.00
226	TOP NOTCH KIDS, LLC	21.00
227	TOWER EQUITIES LLC	2,000.00
228	TRACTOR & EQUIPMENT CO	7,697.82
229	TRANE	7,181.35
230	TRANSUNION RISK & ALTERNATIVE	280.00

**Baldwin County Commission  
Accounts Payable Payments  
August 4, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
231	TRUCK EQUIPMENT SALES INC	3,601.67
232	TSA INC	2,405.00
233	TWO-WAY COMMUNICATIONS INC	500.00
234	TYLER TECHNOLOGIES, INC.	3,600.45
235	VANCLEAVE, SUE	6.00
236	VASCULAR ASSOC OF SOUTH ALABAMA, LLC	72.92
237	VERTEX	10,932.00
238	VOLKERT INC	60,356.09
239	VULCAN MATERIALS CO	18,187.70
240	W H THOMAS OIL CO INC	193.15
241	W W GRAINGER	5,546.71
242	WAL-MART SUPERCENTER	330.55
243	WALTER CRAIG, LLC	2,489.68
244	WALTER CURTIS CO LLC	138.00
245	WASTE PRO OF FLORIDA	418.03
246	WESCO DISTRIBUTION	2,640.00
247	WHAREHOUSE LLC	2,175.00
248	WILLIAMS, KIMBERLY	62.00
249	WISE, JODY L	383.33
250	WISHNISKY, MICHAEL	30.00
251	WITTICHEN SUPPLY-DAPHNE	306.18
252	WITTICHEN SUPPLY-FOLEY	117.11
253	WOLFE-BAYVIEW FUNERAL HOMES & CREM, INC.	395.00
254	WRIGHTS MOTOR PARTS INC	1,356.04
255	ZACK LONG DIRT PIT	105.00
256	ZEP MANUFACTURING COMPANY	592.40
257	ZIMMER, JEFFREY P & SUZANNE	32.00
	<b>Grand Total</b>	<b>13,344,691.44</b>



Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
10003	ACCURATE CONTROL EQUIPMENT	334 9284976	00001	478.85				478.85
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00001	456.05				456.05
14084	BOB BARKER CO INC - PO'S		00001	4,500.78	32.20-			4,532.98
14132	BALDWIN YOUTH SERVICES		00001	77,183.61	76,619.87			563.74
14534	BALDWIN LOCKSMITH LLC *	251 9434291	00001	125.00				125.00
14553	BALDWIN CNTY ECONOMIC DEVELOPMENT	251 9472445	00001	24,706.74	24,706.74			
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00001	246.58				246.58
21127	DISTRICT ATTORNEY'S OFFICE		00001	38,871.07	38,589.20			281.87
25040	COASTAL AL COM COLLEGE (FAULKNER)		00001	187,174.94	185,807.90			1,367.04
27022	GULF COAST NEWSPAPERS		00001	1,069.44				1,069.44
27181	GULF STATES DISTRIBUTORS	800 2237869	00001	200.00				200.00
27263	GALL'S LLC	334 649 3678	00001	2,206.50	1,270.00-			3,476.50
27674	COMPLETE JANITORIAL SERVICE	251 9451035	00001	2,115.00				2,115.00
40074	MATHES OF ALABAMA-DAPHNE	251 626 1908	00001	250.44				250.44
41646	FEDEX		00001	28.95				28.95
42817	NATIONAL SAFETY COUNCIL	800 6213433	00001	65.00				65.00
43003	OEC	800 759-3368	00001	2,018.52				2,018.52
47503	PH & J ARCHITECTS INC	334 2658781	00001	44,403.30				44,403.30
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00001	102.06				102.06
54037	SOUTH ALABAMA REGIONAL	334 4336541	00001	47,924.41				47,924.41
54038	SAFETY KLEEN CORP *	251 4563042	00001	621.40				621.40
57277	TESSCO - PO	410 4727000	00001	133.80				133.80
64303	NAFECO	800-628-6233	00001	912.29				912.29
64733	SMITH, JODIE M	251 9375039	00001	28.58				28.58
65091	STONE CROSBY PC **		00001	3,935.45				3,935.45
65218	VERTEX	610 6404200X5832	00001	10,932.00				10,932.00
65736	BALDWIN EMERGENCY PHYSICIANS P		00001	170.13				170.13
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00001	149.68				149.68
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	2,640.00				2,640.00
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00001	150.00				150.00
70228	COMMERCIAL & COIN LAUNDRY EQUIPMENT	850 9328348VOICE	00001	730.01				730.01
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	998.17				998.17
85067	GULF REGIONAL PATHOLOGISTS PA		00001	764.50				764.50
87716	LOWE'S FOLEY - 057700034	9705307	00001	37.99				37.99
87767	JANI KING OF MOBILE	504 4419700	00001	437.46				437.46
89519	MOBILE INFIRMARY ASSOCIATION	334 4353283	00001	45.00				45.00
95628	ZEP MANUFACTURING COMPANY (PO)	6482076/GREG	00001	139.45				139.45
97682	COCA COLA BOTTLING CO-ROBERTSDALE		00001	296.80				296.80
98394	SOUTH BALDWIN REGIONAL MEDICAL	251 9523400	00001	117.09				117.09
98634	MCPHERSON OIL CO INC/DBA FUELMART	800 2398882	00001	964.14				964.14

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00001	809.00				809.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	5,687.63				5,687.63
105435	CINTAS FIRST AID & SAFETY	251 4437301	00001	155.61				155.61
107086	CITY ELECTRIC SUPPLY - C.E.S.	9291030	00001	116.68				116.68
111974	WISE, JODY L		00001	383.33				383.33
113371	WITTICHEN SUPPLY-FOLEY	251 9432001PH	00001	43.18				43.18
115852	DADE PAPER & BAG CO	251 9641500	00001	5,018.43				5,018.43
115975	MILLER'S GRAND EVENTS INC ***	251 6254910	00001	605.00				605.00
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00001	334.01				334.01
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00001	84.14				84.14
127440	MONTGOMERY ADVERTISER **	334 2621611	00001	301.35				301.35
133938	AL STATE DEPT OF LABOR	334 2423460	00001	150.00				150.00
136207	SHERWIN WILLIAMS - SPANISH FOR		00001	28.67				28.67
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00001	250.00				250.00
136872	LOWE'S - DAPHNE	6217620	00001	237.43	53.87-			291.30
138958	PAUL, TRAVIS MD PC	251 5804243	00001	562.00				562.00
140134	GOTTLER, ANGELA GAY	251 9868187	00001	35.64				35.64
143271	JAZZY CLEAN JANITORIAL	251 6220127	00001	142.00				142.00
146114	WOLFE-BAYVIEW FUNERAL HOMES	251 9907775	00001	395.00				395.00
147310	AUTOMATED DOORWAYS INC		00001	80.00				80.00
147782	TINT GUY, THE	251 401-2964	00001	325.00				325.00
150287	BAY MINETTE LAND CO		00001	1,000.00				1,000.00
151503	WALTER CURTIS CO LLC		00001	138.00				138.00
157294	ADAMS AND REESE LLP	504 5813234	00001	6,000.00				6,000.00
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	7,181.35				7,181.35
161138	MINGLEDORFF'S INC		00001	77.64				77.64
163096	B&H PHOTO & ELECTRONICS CORP	800 9478003	00001	2,681.34				2,681.34
166975	TSA INC	205 7339111	00001	2,405.00				2,405.00
174473	WASTE PRO OF FLORIDA	850 4740800	00001	418.03				418.03
174713	PAM'S EMBROIDERY & SEWING	251 9371393	00001	424.00				424.00
180302	ASHBERRY LANDFILL LLC	334 493 1250	00001	66.00				66.00
180573	DANA SAFETY SUPPLY INC	800 845 0045	00001	1,872.00				1,872.00
180853	DATATRUST TECHNOLOGIES AND CON		00001	650.00				650.00
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	44,303.73				44,303.73
181185	MAIL SOLUTIONS	251 232 9478	00001	137.00				137.00
181386	BATES, CRYSTAL NICOLE	251 2133890	00001	69.05				69.05
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00001	61.46	.02-			61.48
181474	L A SHOWERS & GLASS LLC	251 583 7782	00001	1,460.00				1,460.00
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	874.37				874.37
181921	ALABAMA COASTAL RADIOLOGY	251 460-0326	00001	190.75				190.75

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
181922	EMERGENCY SERVICES OF MOBILE	877 248-4846	00001	2,428.00				2,428.00
182243	M & A SUPPLY - MOBILE	251 660 0975	00001	459.38				459.38
183041	MANAGEFORCE CORPORATION	630 592 8727	00001	6,225.00				6,225.00
183476	SOUTHERNCARLSON SYSTEMS	303 574 1500	00001	1,076.93				1,076.93
184294	PRINT SHOP, THE	251 937 1772	00001	2,419.88				2,419.88
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00001	306.18				306.18
185351	HOLLAND'S PAINT & BODY		00001	1,634.57				1,634.57
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	465.00				465.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	8,721.26	1.04-			8,722.30
185636	SHERWIN-WILLIAMS CO - FOLEY -		00001	136.80				136.80
187112	QUEST DIAGNOSTICS		00001	4,051.50				4,051.50
187344	CINTAS - UNIFORMS		00001	426.03				426.03
187957	KEY, VICTORIA ASHTON	251 599-4600	00001	38.07				38.07
188260	GUARDIAN RFID	612 382 1355	00001	443.60				443.60
188839	TOWER EQUITIES LLC	504 585 9200	00001	2,000.00				2,000.00
189455	IMC HOSPITALISTS LLC		00001	235.30				235.30
189603	OFFICE MASTER INC	909 392 5678	00001	439.80				439.80
189811	MOTT, EDWARD DEAN	251 423-7604	00001	15.05				15.05
189816	IMC-NORTH BALDWIN PHYSICIANS G		00001	130.30				130.30
189860	ARD, KIMBERLY N	334 449-1636	00001	9.97				9.97
190029	IMC-EMERGENCY PHYSICIANS		00001	755.28				755.28
190131	WALTER CRAIG, LLC	334 612 7044	00001	78.28				78.28
190884	TYLER TECHNOLOGIES, INC.	800 772 2260	00001	3,600.45	3,600.45			
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00001	99.00	99.00			
191106	CONVERGE ONE INC	251 463 6768	00001	32,746.78				32,746.78
191271	PARTS HOUSE, THE	251 471 45000	00001	3,592.60				3,592.60
191489	WHAREHOUSE LLC	251 937-5566	00001	2,175.00				2,175.00
191944	LOWER ALABAMA HEATING, COOLING		00001	3,706.09				3,706.09
191947	QUADIENT LEASING USA, INC.		00001	257.52				257.52
192410	COMPLETE DKI	850 225 5354	00001	1,162.85				1,162.85
192412	ADVANTAGE ELEVATOR INSP AND CO		00001	360.00				360.00
192459	VASCULAR ASSOC OF SOUTH ALABAM		00001	72.92				72.92
	General Fund		00001	624,354.39	328,066.03			296,288.36
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	2.74				2.74
	County Transportation Fund		00103	2.74				2.74
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00104	42.50				42.50
136872	LOWE'S - DAPHNE	6217620	00104	797.05				797.05
155011	KAISERCOMM INC	866 6237694	00104	417.28				417.28
190185	MCCOLLUM, CLIFFORD SIM	334 524-9805	00104	326.97				326.97
192357	CHILDRESS MOVING COMPANY, INC	251 422 4301	00104	1,500.00				1,500.00

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
	Legislative Del Off Fund		00104	3,083.80				3,083.80
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00105	33.60				33.60
14084	BOB BARKER CO INC - PO'S		00105	1,614.88				1,614.88
54037	SOUTH ALABAMA REGIONAL	334 4336541	00105	1,393.45				1,393.45
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00105	122.47				122.47
85307	WAL-MART SUPERCENTER *	251 9375558	00105	330.55				330.55
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00105	452.95				452.95
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00105	1.33				1.33
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00105	80.00				80.00
102111	DAIRY FRESH OF AL (DOTHAN)	334 7925114	00105	328.69				328.69
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00105	2,518.40				2,518.40
115852	DADE PAPER & BAG CO	251 9641500	00105	554.35				554.35
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00105	1,894.75				1,894.75
171723	BELL'S HOMETOWN PHARMACY	251 2029444	00105	6.00				6.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00105	25.91				25.91
190130	MCKESSON MEDICAL		00105	63.99				63.99
190878	STAPLES CONTRACT-PROMOTIONAL &		00105	108.95				108.95
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00105	43.50	43.50			
191106	CONVERGE ONE INC	251 463 6768	00105	3,859.51				3,859.51
	Juvenile Detention Fac Fund		00105	13,433.28	43.50			13,389.78
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00106	11.17				11.17
54037	SOUTH ALABAMA REGIONAL	334 4336541	00106	482.12				482.12
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00106	40.00				40.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00106	145.50	37.47-			182.97
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00106	22.50	22.50			
	Baldwin Co Archives Fund		00106	701.29	14.97-			716.26
10432	ADT SECURITY SERVICES INC ***		00109	58.89				58.89
14044	BALDWIN ANIMAL CLINIC PC		00109	559.00				559.00
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00109	15.54				15.54
21153	DYKES VETERINARY CLINIC		00109	441.00				441.00
27181	GULF STATES DISTRIBUTORS	800 2237869	00109	639.00				639.00
27714	CENTRAL BALDWIN VETERINARY HOS		00109	403.00				403.00
41726	ANIMAL CARE EQUIP & SERVICES (	800 338-2237	00109	55.90				55.90
51043	ROBERTSDALE FEED STORE	251 9477786	00109	69.00				69.00
54042	SWEAT TIRE - ROBERTSDALE		00109	86.89				86.89
84216	W W GRAINGER - FOR PO'S	251 661-1035	00109	513.14				513.14
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00109	16.24				16.24
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00109	80.00				80.00
105435	CINTAS FIRST AID & SAFETY	251 4437301	00109	47.39				47.39
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00109	650.09				650.09

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
187344	CINTAS - UNIFORMS		00109	708.39				708.39
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	2,163.99				2,163.99
188103	HAPPY ACRES VETERINARY CLINIC		00109	382.00				382.00
188391	HILL'S PET NUTRITION INC		00109	425.24				425.24
188882	ROBERTSDALE ANIMAL CLINIC		00109	75.00				75.00
189950	COLONY ANIMAL CLINIC		00109	90.00				90.00
190557	BAYER HEALTHCARE LLC	800 606 3463	00109	826.11				826.11
	Animal Shelter		00109	8,305.81				8,305.81
14006	BLOSSMAN GAS - FOLEY	251 9435759	00111	58.31				58.31
14011	BUILDERS HARDWARE & SUPPLY CO251	9372361PH	00111	7.49				7.49
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00111	107.10	6.98-			114.08
19009	CAMPBELL HARDWARE & SUPPLY CO51	9472291	00111	83.53				83.53
25048	EQUIPMENT SALES CO	251 9375313	00111	1,457.34				1,457.34
40582	MIDWAY LUMBER SALES	251 6268111	00111	859.68				859.68
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	84,713.46	6,540.81-			91,254.27
42817	NATIONAL SAFETY COUNCIL	800 6213433	00111	65.00				65.00
48268	POPE CONTRACTING INC		00111	33,637.60				33,637.60
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	1,148.13				1,148.13
51040	ROBERTSDALE POWER EQUIPMENT		00111	880.88				880.88
54037	SOUTH ALABAMA REGIONAL	334 4336541	00111	3,016.49				3,016.49
54042	SWEAT TIRE - ROBERTSDALE		00111	341.70				341.70
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00111	1,708.30				1,708.30
55415	SAND & CLAY, INC.	251 928-4601	00111	8,394.75				8,394.75
57038	TRACTOR & EQUIPMENT CO - MOBIL		00111	7,697.82				7,697.82
57071	THOMPSON TRACTOR CO	334 6265100	00111	9,738.81				9,738.81
65201	VULCAN MATERIALS CO - PO'	251 6256681	00111	14,531.00				14,531.00
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00111	1,083.89				1,083.89
66295	VOLKERT INC **	251 3421070	00111	8,094.20				8,094.20
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00111	1,217.50				1,217.50
83660	ALABAMA PIPE & SUPPLY CO INC	251 6531399	00111	25,208.80				25,208.80
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	4,035.40				4,035.40
87767	JANI KING OF MOBILE	504 4419700	00111	346.45				346.45
97199	RACINE'S FEED GARDEN & SUPPLY	251 9473003	00111	759.26				759.26
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	2,585.40				2,585.40
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00111	562.90				562.90
99320	INFIRMARY OCCUPATIONAL HEALTHB34	4333781	00111	1,058.00				1,058.00
100474	AL STATE DEPT OF TRANSPORTATIO		00111	264.56				264.56
100861	JOHN G WALTON CONST CO		00111	694,884.61				694,884.61
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00111	12.55				12.55
103114	BAY UTILITY TRAILERS INC	251 9436683	00111	30.00				30.00



Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
105435	CINTAS FIRST AID & SAFETY	251 4437301	00111	310.91			310.91
110162	ZACK LONG DIRT PIT	251 9371441	00111	105.00			105.00
111077	ASPLUNDH TREE EXPERT - SAGINAW	205 6854000	00111	1,959.50			1,959.50
115852	DADE PAPER & BAG CO	251 9641500	00111	44.90			44.90
126877	O'REILLY AUTO PARTS #1134 - B'	251 5800298PH	00111	251.64			251.64
128080	KENWORTH OF ALABAMA (PARTS ONL)	251 9574000P	00111	840.86			840.86
143642	JACE CHANDLER - PO'S	205 8797336	00111	795.00			795.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	468.00			468.00
154499	SOUTHERN PIPE & SUPPLY - FAIRH	251 9900786	00111	240.27			240.27
162616	SWEAT TIRE - BAY MINETTE	5808473	00111	80.00			80.00
169455	W H THOMAS OIL CO INC	205 7552610	00111	193.15			193.15
173315	KINGLINE EQUIPMENT - SUMMERDAL	9899693	00111	2,300.00			2,300.00
181284	SANDY SANSING FORD	251 626 7777	00111	85.88			85.88
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00111	327.26			327.26
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00111	1,478.96			1,478.96
185685	DEWBERRY ENGINEERS INC	251 990 9950	00111	4,035.00			4,035.00
185973	GULF CITY BODY & TRAILER WORKS		00111	63.12			63.12
186124	SERVPRO OF BALDWIN CNTY	251 928-9625	00111	1,037.42			1,037.42
186138	GRAESTONE AGGREGATES, LLC		00111	4,190.76			4,190.76
187344	CINTAS - UNIFORMS		00111	1,273.48			1,273.48
190550	COURTYARD MARRIOTT AUBURN		00111	560.48			560.48
190650	SOUTHERN TIRE MART	877 786 4681	00111	1,545.96			1,545.96
	7 Cent Gasoline Tax Fund		00111	930,778.46	6,547.79-		937,326.25
41646	FEDEX		00120	659.67			659.67
54037	SOUTH ALABAMA REGIONAL	334 4336541	00120	1,682.38			1,682.38
94060	CHUCK STEVENS AUTO INC		00120	1,977.56			1,977.56
98634	MCPHERSON OIL CO INC/DBA FUELM	205 2398882	00120	12.90			12.90
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	169.26			169.26
105435	CINTAS FIRST AID & SAFETY	251 4437301	00120	1,108.71			1,108.71
115852	DADE PAPER & BAG CO	251 9641500	00120	53.00			53.00
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00120	2,710.73			2,710.73
	Reappraisal Fund		00120	8,374.21			8,374.21
143	SECTION 18 TRANSPORTATION FUND	251 9370355	00140	1,436.40			1,436.40
10448	A & M PORTABLES INC	251 6790933	00140	115.00			115.00
98634	MCPHERSON OIL CO INC/DBA FUELM	205 2398882	00140	2.29			2.29
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	96.60			96.60
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00140	363.72			363.72
	Council on Aging Fund		00140	2,014.01			2,014.01
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00143	17.85			17.85
40033	MOBILE PRESS REGISTER (ADS)		00143	420.00			420.00

Supplier			Co	Balance Open	Aging			
Number	Name	Phone Number			Current	1 - 0	Over 0	
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	1,415.19				1,415.19
54037	SOUTH ALABAMA REGIONAL	334 4336541	00143	118.20				118.20
64821	DANNY'S HYDRAULICS	334 9701713	00143	367.86				367.86
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00143	127.00				127.00
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00143	139.82				139.82
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00143	50.00				50.00
105435	CINTAS FIRST AID & SAFETY	251 4437301	00143	19.80				19.80
143271	JAZZY CLEAN JANITORIAL	251 6220127	00143	548.86				548.86
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	9.57	9.57-			19.14
186607	HERITAGE-CRYSTAL CLEAN LLC	877 938 7948	00143	150.00				150.00
187344	CINTAS - UNIFORMS		00143	232.76				232.76
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00143	22.50	22.50			
	Section 18 Fund		00143	3,639.41	12.93			3,626.48
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00144	445.56				445.56
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00144	129.53				129.53
36251	JUBILEE ACE HOME CENTER	334 9906665	00144	263.11	13.85-			276.96
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	649.34				649.34
54037	SOUTH ALABAMA REGIONAL	334 4336541	00144	385.58				385.58
54042	SWEAT TIRE - ROBERTSDALE		00144	2,789.80				2,789.80
66295	VOLKERT INC **	251 3421070	00144	52,261.89				52,261.89
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	1,853.09	43.04-			1,896.13
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00144	34.43				34.43
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00144	160.00				160.00
103114	BAY UTILITY TRAILERS INC	251 9436683	00144	295.00				295.00
115852	DADE PAPER & BAG CO	251 9641500	00144	406.80				406.80
136207	SHERWIN WILLIAMS - SPANISH FOR		00144	30.67				30.67
148734	AIRGAS USA, LLC - PO'S		00144	251.66				251.66
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00144	289.08				289.08
182244	COASTAL INDUSTRIAL SUPPLY	251 947 9400	00144	57.00				57.00
185002	SITEONE LANDSCAPE SUPPLY HOLDI		00144	2,283.03				2,283.03
187344	CINTAS - UNIFORMS		00144	187.40				187.40
192136	SDAC	334 872 2228	00144	49,999.32				49,999.32
	Parks Fund		00144	112,772.29	56.89-			112,829.18
191603	J R WILBURN & ASSOCIATES INC		00146	24,360.40				24,360.40
	Eastern Shore Metro Planning O		00146	24,360.40				24,360.40
190131	WALTER CRAIG, LLC	334 612 7044	00154	2,411.40				2,411.40
	Federal Forfeiture Fund		00154	2,411.40				2,411.40
43932	EVANS MFG	251 6336008	00165	450.00				450.00
180100	CLEVERDON FARMS	251 943-1170	00165	2,986.37				2,986.37
184292	MURPHY'S QUALITY HAY, INC.		00165	800.00				800.00

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
186138	GRAESTONE AGGREGATES, LLC		00165	10,796.05				10,796.05
	Gulf Mexico EnergySec Act 2006		00165	15,032.42				15,032.42
191604	JJPR LLC	251 375-1297	00180	10,000.00				10,000.00
	State Grants		00180	10,000.00				10,000.00
47503	PH & J ARCHITECTS INC	334 2658781	00200	133,210.56				133,210.56
	Capital Projects Fund		00200	133,210.56				133,210.56
19009	CAMPBELL HARDWARE & SUPPLY CQ51	9472291	00510	11.68				11.68
21179	DAVISON OIL COMPANY INC	334 633-4444	00510	1,437.23	.07-			1,437.30
21209	DUTCHMAN'S LAWN & GARDEN	251 9437043	00510	110.97				110.97
40569	NOTARY PUBLIC UNDERWRITERS		00510	74.00				74.00
54317	AL STATE DEPT OF REVENUE		00510	24.25				24.25
57071	THOMPSON TRACTOR CO	334 6265100	00510	1,615.35				1,615.35
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00510	500.00				500.00
65201	VULCAN MATERIALS CO - PO'	251 6256681	00510	3,656.70	.01-			3,656.71
98597	BALDWIN TRACTOR - PURCHASES	9474171	00510	136.11				136.11
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00510	234.73				234.73
99320	INFIRMARY OCCUPATIONAL HEALTHB34	4333781	00510	220.00				220.00
107511	CDG ENGINEERS & ASSOCIATES	334 2229431	00510	3,692.50				3,692.50
113371	WITTICHEN SUPPLY-FOLEY	251 9432001PH	00510	73.93				73.93
142404	SCS FIELD SERVICES		00510	3,988.00				3,988.00
148777	BALDWIN CNTY PROBATE COURT		00510	25.00				25.00
182059	SUNSOUTH LLC	251 943 5091	00510	266.31	98.42-			364.73
185594	STAPLES CONTRACT & COMMERCIAL803	333 8496	00510	316.76				316.76
185989	HIGHLAND TECHNICAL SERVICES IN205	985 4874	00510	2,510.00				2,510.00
187344	CINTAS - UNIFORMS		00510	680.45				680.45
187695	CINTAS LOCATION #211 - PURCHASES	251 443 7301	00510	465.00				465.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00510	17.50	17.50			
	Solid Waste Fund		00510	20,056.47	81.00-			20,137.47
19009	CAMPBELL HARDWARE & SUPPLY CQ51	9472291	00511	10.99				10.99
54037	SOUTH ALABAMA REGIONAL	334 4336541	00511	12,147.61				12,147.61
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	975.32				975.32
54317	AL STATE DEPT OF REVENUE		00511	24.25				24.25
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00511	3,601.67				3,601.67
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00511	358.29				358.29
99320	INFIRMARY OCCUPATIONAL HEALTHB34	4333781	00511	280.00				280.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00511	45.20				45.20
120432	HI-LINE - FOR PURCHASE ORDERS		00511	488.22				488.22
170536	SOUTHDATA INC *	251 3437616	00511	5,880.54				5,880.54
183743	TRANSUNION RISK & ALTERNATIVE		00511	280.00				280.00
185594	STAPLES CONTRACT & COMMERCIAL803	333 8496	00511	863.73				863.73

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
187344	CINTAS - UNIFORMS		00511	349.20				349.20
189416	AUTOWORX LLC	251 970 5003	00511	164.52	26.15-			190.67
192416	A PRIME PROPERTIES GROUP LLC (		00511	30.00				30.00
192417	AUDETTE, SOPHIE M (R)		00511	18.00				18.00
192418	AVERY, ALLISON (R)		00511	32.00				32.00
192419	BAILEY, TODD (R)		00511	16.00				16.00
192420	BANKESTER, SAMUEL D (R)		00511	16.00				16.00
192421	BARNES, CLIFFORD (R)		00511	16.00				16.00
192422	BOOTH, JOSIE & CECIL (R)		00511	16.00				16.00
192423	BRADY, JAKE W (R)		00511	30.00				30.00
192424	BREWER, MICHELLE B (R)		00511	16.00				16.00
192425	BROUSSARD, JOHN (R)		00511	32.00				32.00
192426	BUCK, SUSAN (R)		00511	16.00				16.00
192427	CARVER, GINA (R)		00511	4.00				4.00
192428	DODD, RYAN (R)		00511	32.00				32.00
192429	DRAGONETTI, JOHN L & SUSAN (R)		00511	32.00				32.00
192430	EATMAN, VIRGINIA (R)		00511	42.00				42.00
192431	ESTATE OF MARK S MCKENZIE (R)		00511	14.00				14.00
192432	FRAZIER, DANIEL (R)		00511	32.00				32.00
192433	FULDA, JOHN (R)		00511	16.00				16.00
192434	GARDNER, STEVE (R)		00511	16.00				16.00
192435	GILLINGHAM, TAMMI (R)		00511	30.00				30.00
192436	GUIDET, TERRY J (R)		00511	30.00				30.00
192438	HULSART, BRUCE & ROBYN (R)		00511	42.00				42.00
192439	JOHNSON, GARREL L. JR (R)		00511	16.00				16.00
192440	KEMPEL, GERALD (R)		00511	16.00				16.00
192441	KINDER ACADEMY INC (R)		00511	31.00				31.00
192442	KOVALEV, JUDITH (R)		00511	16.00				16.00
192443	LAMBERT, JK (R)		00511	16.00				16.00
192444	MARCHAND, LINDA K (R)		00511	44.00				44.00
192445	MASON, KELVIN (R)		00511	32.00				32.00
192446	PENDLEY, TONY & DIANE (R)		00511	16.00				16.00
192447	POSEY, HEATHER M (R)		00511	30.00				30.00
192448	RUBIO, HONORATO MARTINEZ (R)		00511	32.00				32.00
192449	SEGARS, ALICIA (R)		00511	42.00				42.00
192450	SHIRK, MICHAEL & SUSIE (R)		00511	16.00				16.00
192451	SMELSER, THOMAS E JR (R)		00511	16.00				16.00
192452	SMITH, CAROLYN R (R)		00511	28.00				28.00
192453	TOP NOTCH KIDS, LLC (R)		00511	21.00				21.00
192454	VANCLEAVE, SUE (R)		00511	6.00				6.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
192455	WILLIAMS, KIMBERLY (R)		00511	62.00			62.00
192456	WISHNISKY, MICHAEL (R)		00511	30.00			30.00
192457	ZIMMER, JEFFREY P & SUZANNE (R		00511	32.00			32.00
	Solid Waste Collection Fund		00511	26,499.54	26.15-		26,525.69
98634	MCPHERSON OIL CO INC/DBA FUELM00	2398882	00708	9.98			9.98
156363	PINNACLE NETWORK	334 4722007	00708	404.79			404.79
185252	AUTO ZONE - ROBERTSDALE BCC		00708	95.49	95.49-		190.98
185594	STAPLES CONTRACT & COMMERCIAL03	333 8496	00708	267.95			267.95
	Community Corrections		00708	778.21	95.49-		873.70
14118	BALDWIN CNTY GENERAL FUND		00740	1.71			1.71
61663	ADMINISTRATIVE OFFICE OF COURT		00740	90,092.37			90,092.37
116169	GANEY, BRENDA Q		00740	3,433.34			3,433.34
180834	COX, DEANNA VICICH		00740	1,500.00			1,500.00
181809	RUFFIN, LORI G		00740	137.50			137.50
185506	SMITH, CHARLOTTE K		00740	154.00			154.00
191743	DENNISE WOLSTENHOLME		00740	1,200.00			1,200.00
	Law Library Fund		00740	96,518.92			96,518.92
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	16,811.82			16,811.82
	Self Insurance Trust		00790	16,811.82			16,811.82
61663	ADMINISTRATIVE OFFICE OF COURT		00794	12,222.79			12,222.79
	Juvenile Supervision Serv Fund		00794	12,222.79			12,222.79
Grand Total(s)			00794	2,065,362.22	321,300.17		1,744,062.05



..... Document .....				Date	Co.	Name	Address Number	Amounts .....								Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken		G/L Distribution	LT	PC	PI	Subledger	/Type	
G/L Bank Account	00018481					Cash	Batch Number	2852027	Type	M	Date	7/27/2020	User ID	RBENSON		
PN	9205334			8/4/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	363,673.24-						D		
PV	520591	00001	001	7/22/2020		6302020	CASUAL SALES TAX; JUN 2020									
						Cash	00018481						363,673.24-	AA		
PN	9205334			8/4/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	8,937,046.23-						D		
PV	520845	00001	001	7/27/2020		7272020	SALES/USE TAX									
						Cash	00018481						8,937,046.23-	AA		
PN	9205334			8/4/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	1,163,657.35-						D		
PV	520845	00001	002	7/27/2020		7272020	SALES/USE TAX									
						Cash	00018481						1,163,657.35-	AA		
Totals for Bank Account								10,464,376.82-					10,464,376.82-			
Totals for Batch								10,464,376.82-					10,464,376.82-			
User Total								10,464,376.82-					10,464,376.82-			
Grand Total								10,464,376.82-					10,464,376.82-			

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken									
G/L Bank Account 00018481						Cash	Batch Number	2852028	Type	M	Date	7/27/2020	User ID	RBENSON			
PN	9205335			8/4/2020	00001	GULF SHORES BOARD OF EDUCATION	191392					25,158.33-				D	
PV	520592	00001	001	7/24/2020		6302020	CASUAL SALES TAX; JUN 2020										
						Cash	00018481					25,158.33-		AA			
PN	9205335			8/4/2020	00001	GULF SHORES BOARD OF EDUCATION	191392					515,266.86-				D	
PV	520847	00001	001	7/27/2020		7272020	SALES/USE TAX										
						Cash	00018481					515,266.86-		AA			
PN	9205335			8/4/2020	00001	GULF SHORES BOARD OF EDUCATION	191392					92,419.43-				D	
PV	520847	00001	002	7/27/2020		7272020	SALES/USE TAX										
						Cash	00018481					92,419.43-		AA			
Totals for Bank Account												632,844.62-		632,844.62-			
Totals for Batch												632,844.62-		632,844.62-			
User Total												632,844.62-		632,844.62-			
Grand Total												632,844.62-		632,844.62-			

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....								Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger	/Type		
G/L Bank Account	00018481					Cash	Batch Number	2852029	Type	M	Date	7/27/2020	User ID	RBENSON		
PN	9205336			8/4/2020	00304	REGIONS BANK CORP TRUST	123781	182,107.78-					D			
PV	520849	00304	001	7/27/2020		2020 LEASE;AUG'20	2020 LEASE PBA; AUG 2020									
						Cash	00018481						182,107.78-	AA		
Totals for Bank Account								182,107.78-					182,107.78-			
Totals for Batch								182,107.78-					182,107.78-			
User Total								182,107.78-					182,107.78-			
Grand Total								182,107.78-					182,107.78-			



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1361, **Version:** 1

**Item #:** EA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### **ITEM TITLE**

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

### **STAFF RECOMMENDATION**

Make the attached interim payments made by the Clerk/Treasurer totaling \$1,920,227.30 (one million, nine hundred twenty thousand, two hundred twenty-seven dollars and thirty cents) a part of the minutes.

### **BACKGROUND INFORMATION**

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

**Background:** N/A.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** N/A

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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



**Baldwin County Commission**  
**Interim Payments**  
**August 4, 2020**

Vendor Summary		Totals	Brief Description
1	AL STATE DEPT OF REVENUE	85,096.87	3rd Qtr FY20 Waste Disposal
2	ALABAMA CHILD SUPPORT PAYMENT CENTER	2,494.40	Payroll
3	ALABAMA POWER CO	72,379.16	Utilities
4	ANDERSON, FAVIUN M	374.37	Land Redemptions
5	AT&T	561.11	Telephone
6	BALDWIN CNTY COMMISSION - BOOTS	30.00	Payroll
7	BALDWIN CNTY COMMISSION - DENTAL	12,376.00	Payroll
8	BALDWIN CNTY COMMISSION - HEALTH	70,704.00	Payroll
9	BALDWIN CNTY SHERIFF'S OFFICE	775,714.01	Payroll
10	BALDWIN EMC	1,233.00	Utilities
11	BLUE CROSS & BLUE SHIELD OF AL	384,914.75	Payroll
12	CANOPY INVESTMENT COMPANY LLC	749.61	Land Redemptions
13	CAVALIER, KATHRYN LEE	150.00	Poll Worker
14	CBO PROPERTIES, LLC	3,869.49	Land Redemptions
15	CENTURYLINK	5,180.79	Telephone
16	COOK, ANISSA	125.67	Refund; Solid Waste
17	CORBAN, NORMA PAULETTE	25.00	Poll Worker
18	DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	Payroll
19	DURAN, STEPHANIE	142.00	Refund; Solid Waste
20	FAIRHOPE, CITY OF	11,998.60	Utilities
21	FLEXIBLE BENEFITS	100.00	Payroll
22	FLEXIBLE BENEFITS	10,437.89	Payroll
23	FRONTIER COMMUNICATIONS	66.30	Telephone
24	GROSS, STEVEN A & SUE	74.00	Refund; Solid Waste
25	GUARDIAN TAX AL LLC	2,588.35	Land Redemptions
26	HANCOCK BANK	4,749.10	Credit Card; Jun 2020
27	HARBOR COMMUNICATIONS LLC	886.53	Telephone
28	HARMAN, ROBERT	84.00	Refund; Solid Waste
29	HASTINGS, MELINDA R	1,675.78	Land Redemptions
30	HASTON, LINDA SUE	150.00	Poll Worker
31	HESS, PHILIP WOODMAN	150.00	Poll Worker
32	HOLLOWELL, ASA B	6,385.56	Land Redemptions
33	IRS-TAX PAYMENT	235,072.49	Payroll
34	JOHNSON, JAMES	457.84	Land Redemptions
35	JUDICIAL RETIREMENT FUND	907.68	Payroll
36	MALLOY, BRENDA SARGENT	150.00	Poll Worker
37	MCADAMS PROPERTIES	2,057.45	Land Redemptions
38	MILLER, DAVID & FITZGERALD & MAUREEN	160.00	Refund; Solid Waste
39	MOGAN, BELINDA	150.00	Poll Worker
40	MORRIS, CLAUDINE G	15.00	Poll Worker
41	NATIONWIDE RETIREMENT SOLUTION	125.00	Payroll
42	NATIONWIDE RETIREMENT SOLUTIONS	10,369.75	Payroll
43	NORTH BALDWIN HOSPITAL WELLNESS	290.00	Payroll
44	NORTH BALDWIN UTILITIES	30,155.46	Utilities
45	NUVIEW IRA FBO DOUGLAS GALE	456.52	Land Redemptions
46	O'BRIEN, DANIEL	1,275.21	Payroll
47	OFFICE OF PROSECUTION SERVICES	469.38	Circuit Clerk Fees; Jun 2020
48	PEIRAF DEFERRED COMPENSATION	1,635.00	Payroll
49	PETTY CASH	26.68	Petty Cash; COA
50	PRESCOTT, JEAN MARC OR TYLER PRESCOTT	502.40	Land Redemptions
51	PRESCOTT, JOHN HANSEL	175.70	Land Redemptions

52	PRESCOTT, TYLER MONTANA JUL	766.91	Land Redemptions
53	RAY, EVELYN ADDISON	150.00	Poll Worker
54	RETIREMENT SYSTEMS OF AL	134,197.38	Payroll
55	RIVIERA UTILITIES	861.48	Utilities
56	ROBERTSDALE POSTMASTER	220.00	Postage; BRATS
57	SATURLEY,JEAN MORGAN	15.00	Poll Worker
58	SOUTHERN BIRD DOG PROPERTIES LLC	173.23	Land Redemptions
59	SOUTHERN LIGHT LLC / DBA UNITI FIBER	5,679.62	Telephone
60	SPEAKSPACE LLC	190.41	Telephone
61	SPIRES, WILLIAM JEREMY	563.07	Land Redemptions
62	STIVERS FORD LINCOLN MERCURY, INC.	32,708.00	Vehicle; Solid Waste
63	UNITED STATES TREASURY	3,403.60	Self Insurance Taxes
64	VERIZON WIRELESS	20.31	Telephone
65	WATSON, JENNIFER T	638.83	Land Redemptions
66	WESTERFIELD, ZANTAVIA	61.62	Land Redemptions
67	WESTMORELAND PROPERITIES LLC	266.10	Land Redemptions
68	WISE, JODY L CIRCUIT CLERK	50.00	Payroll
69	WRIGHT, CAROLYN BOESCHEN	150.00	Poll Worker
<b>Grand Total</b>		<b>1,920,227.30</b>	

Bank Account 00018481 Cash  
 Version BCC0001  
 Originator 189171  
 Payment Instrument Default (A/R & A/P)  
 Pay Through Date 4/5/2023

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
91547	NORTH BALDWIN HOSPITAL WELLNESS CENTER		PV	519788	001	00106	6/30/2020	6302020	39.00		91547	NORTH BALDWIN HOSPITAL WELLNESS CENTER
			PV	519788	002	00106	6/30/2020	6302020	39.00			
			PV	519788	003	00106	6/30/2020	6302020	67.00			
			PV	519788	004	00106	6/30/2020	6302020	39.00			
			PV	519788	005	00106	6/30/2020	6302020	39.00			
			PV	519788	006	00106	6/30/2020	6302020	67.00			
Payment Amount									290.00			
Total Amount to be Processed									290.00			
Total Number of Payments to be Processed									1			

R5504311  
BCC0001

Baldwin County Commission  
Manual Payment Journal

7/10/2020 14:20:34  
Page - 1

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....											
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount				G/L	LT	PC	PI	Subledger	/Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken				Distribution							
G/L Bank Account				00018481		Cash	Batch Number	2851647		Type	M	Date	7/10/2020	User ID	189171				
PN	9205267			7/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059						997.50-			D			
T7	519579	00001	001	7/15/2020		0709201222218	MONTHLY AP PR PPE 7/10/20												
						Cash	00018481						997.50-		AA				
PN	9205267			7/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059						1,012.66-			D			
T7	519580	00001	001	7/15/2020		0709201222219	MONTHLY AP PR PPE 7/10/20												
						Cash	00018481						1,012.66-		AA				
PN	9205267			7/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059						.01			D			
PD	519805	00001	001	7/10/2020		7102020	ADJUSTMENT												
						Cash	00018481						.01		AA				
Totals for Bank Account								2,010.15-				2,010.15-							
Totals for Batch								2,010.15-				2,010.15-							
User Total								2,010.15-				2,010.15-							
Grand Total								2,010.15-				2,010.15-							

.....Supplier.....			.....Aging.....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	100.00	100.00		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	125.00	125.00		
180373	BALDWIN CNTY COMMISSION - DENT		00001	272.00	272.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	5,724.00	5,724.00		
	General Fund		00001	6,221.00	6,221.00		
Grand Total(s)			00001	6,221.00	6,221.00		



..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution		User ID					
G/L Bank Account	00018481					Cash	Batch Number	2851709	Type	M	Date	7/13/2020			189171	
PN	9205273			7/13/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					20,947.53-			D	
PV	519914	00790	001	7/13/2020		42257-998 7012020	BCSO FEES 7/1-8/1/20									
						Cash	00018481					20,947.53-			AA	
Totals for Bank Account								20,947.53-				20,947.53-				
Totals for Batch								20,947.53-				20,947.53-				
User Total								20,947.53-				20,947.53-				
Grand Total								20,947.53-				20,947.53-				

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken		G/L Distribution						
G/L Bank Account 00018481						Cash	Batch Number	2851727	Type	M	Date	7/14/2020	User ID	RBENSON		
PN	9205274			7/14/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					16,378.65-			D	
PV	519915	00001	001	7/14/2020		07142020	AP MONTH END JUNE FOR JULY									
						Cash	00018481					16,378.65-		AA		
PN	9205274			7/14/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					8,482.06-			D	
PV	519915	00001	002	7/14/2020		07142020	AP MONTH END JUNE FOR JULY									
						Cash	00018481					8,482.06-		AA		
PN	9205274			7/14/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10					1,056.91-			D	
PV	519915	00001	003	7/14/2020		07142020	AP MONTH END JUNE FOR JULY									
						Cash	00018481					1,056.91-		AA		
Totals for Bank Account												25,917.62-	25,917.62-			
Totals for Batch												25,917.62-	25,917.62-			
User Total												25,917.62-	25,917.62-			
Grand Total												25,917.62-	25,917.62-			

.....Supplier.....			.....Aging.....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
176049	STIVERS FORD LINCOLN MERCURY B34	6135012	00510	32,708.00	32,708.00		
	Solid Waste Fund		00510	32,708.00	32,708.00		
Grand Total(s)			00510	32,708.00	32,708.00		

..... Document .....				Date	Co.	Name	Address Number	Amounts .....										
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount				G/L	LT	PC	PI	Subledger	/Type	Tax Amount
						Account Description	Account Number	Discount Taken				Distribution						
G/L Bank Account			00018481			Cash	Batch Number	2851610	Type	M	Date	7/9/2020	User ID	DGBRYARS				
PN	9205265			7/15/2020	00001	IRS-TAX PAYMENT	54188					3,442.61-				D		
T7	519565	00001	001	7/15/2020		07092012222110	636001408 Payroll Taxes											
						Cash	00018481					3,442.61-	AA					
PN	9205265			7/15/2020	00001	IRS-TAX PAYMENT	54188					5,614.14-				D		
T7	519566	00001	001	7/15/2020		07092012222111	636001408 Payroll Taxes											
						Cash	00018481					5,614.14-	AA					
Totals for Bank Account												9,056.75-	9,056.75-					
Totals for Batch												9,056.75-	9,056.75-					
User Total												9,056.75-	9,056.75-					
Grand Total												9,056.75-	9,056.75-					

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account	00018481					Cash	Batch Number	2851789	Type	M	Date	7/15/2020	User ID	189171
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,025.00-					D	
PV	519934	00790	001	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481					1,025.00-	AA	
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,926.60-					D	
PV	519934	00790	002	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481					2,926.60-	AA	
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	695.20-					D	
PV	519934	00790	003	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481					695.20-	AA	
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	557.62-					D	
PV	519934	00790	004	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481					557.62-	AA	
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	69.00					D	
PV	519934	00790	005	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481					69.00	AA	
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	115.00					D	
PV	519934	00790	006	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481					115.00	AA	
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	102,929.30-					D	
PV	519934	00790	007	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481					102,929.30-	AA	
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	23,990.90-					D	
PV	519934	00790	008	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							



..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		23,990.90-	AA				
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,125.21-				D		
PV	519934	00790	009	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		1,125.21-	AA				
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	491.20-				D		
PV	519934	00790	010	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		491.20-	AA				
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	.03				D		
PV	519934	00790	011	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		.03	AA				
PN	9205275			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	4,561.92				D		
PV	519934	00790	012	7/15/2020		42257 999 7102020	BCC WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		4,561.92	AA				
Totals for Bank Account								128,995.08-	128,995.08-					
Totals for Batch								128,995.08-	128,995.08-					
G/L Bank Account 00018481						Cash	Batch Number 2851791	Type M	Date 7/15/2020	User ID	189171			
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	434.40-				D		
PV	519933	00790	001	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		434.40-	AA				
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	693.00-				D		
PV	519933	00790	002	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		693.00-	AA				
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	135.29-				D		

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
PV	519933	00790	003	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		135.29-	AA				
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	.01				D		
PV	519933	00790	004	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		.01	AA				
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	23.00				D		
PV	519933	00790	005	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		23.00	AA				
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	46.00				D		
PV	519933	00790	006	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		46.00	AA				
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	55,567.73-				D		
PV	519933	00790	007	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		55,567.73-	AA				
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	9,006.03-				D		
PV	519933	00790	008	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		9,006.03-	AA				
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	79.95-				D		
PV	519933	00790	009	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		79.95-	AA				
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	184.20-				D		
PV	519933	00790	010	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		184.20-	AA				

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	5.10-					D	
PV	519933	00790	011	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		5.10-		AA			
PN	9205276			7/15/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,280.96					D	
PV	519933	00790	012	7/15/2020		42257 998 7102020	BCSO WEEKLY CLAIMS 7/6-7/10/20							
						Cash	00018481		2,280.96		AA			
Totals for Bank Account								63,755.73-	128,995.08-					
Totals for Batch								63,755.73-	128,995.08-					
User Total								192,750.81-	128,995.08-					
Grand Total								192,750.81-	128,995.08-					

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....										Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Account Number	Payment Amount			G/L	LT	PC	PI	Subledger /Type		
						Account Description			Discount Taken		Distribution							
G/L Bank Account				00018481		Cash	Batch Number	2851642	Type	M	Date	7/10/2020	User ID	DGBRYARS				
PN	9205266			7/10/2020	00001	JUDICIAL RETIREMENT FUND	36240					907.68-			D			
T7	519575	00001	001	7/15/2020		0709201222214	JRF JULY 2020											
						Cash	00018481					907.68-	AA					
						Totals for Bank Account						907.68-	907.68-					
						Totals for Batch						907.68-	907.68-					
						User Total						907.68-	907.68-					
						Grand Total						907.68-	907.68-					

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
61111	CENTURYLINK(GULF TELEPHONE CO		00001	2,193.08		2,193.08
152240	VERIZON WIRELESS **		00001	20.31		20.31
155408	HARBOR COMMUNICATIONS LLC	6621532	00001	886.53		886.53
	General Fund		00001	3,099.92		3,099.92
14005	BALDWIN EMC	251 9890118	00111	98.00		98.00
51003	RIVIERA UTILITIES		00111	768.35		768.35
	7 Cent Gasoline Tax Fund		00111	866.35		866.35
14005	BALDWIN EMC	251 9890118	00140	192.00		192.00
133604	PETTY CASH - KELLY CHILDRESS		00140	26.68		26.68
	Council on Aging Fund		00140	218.68		218.68
14005	BALDWIN EMC	251 9890118	00144	85.00		85.00
19003	NORTH BALDWIN UTILITIES		00144	13.52		13.52
	Parks Fund		00144	98.52		98.52
14005	BALDWIN EMC	251 9890118	00510	62.00		62.00
153509	AL STATE DEPT OF REVENUE	334 2429627	00510	0.00		0.00
	Solid Waste Fund		00510	62.00		62.00
192413	GROSS, STEVEN A & SUE (R)		00511	74.00		74.00
192414	MILLER, DAVID & FITZGERALD & M		00511	160.00		160.00
192415	DURAN, STEPHANIE (R)		00511	142.00		142.00
	Solid Waste Collection Fund		00511	376.00		376.00
157622	HOLLOWELL, ASA B		00725	6,385.56	6,385.56	
164291	WESTMORELAND PROPERITIES LLC	6531113	00725	266.10	266.10	
182254	PRESCOTT, JOHN HANSEL		00725	175.70	175.70	
186426	GUARDIAN TAX AL LLC		00725	2,588.35	2,588.35	
187158	CANOPY INVESTMENT COMPANY LLC		00725	749.61	749.61	
190501	COOK, ANISSA		00725	125.67	125.67	
192254	ANDERSON, FAVIUN M		00725	374.37	374.37	
192265	JOHNSON, JAMES		00725	457.84	457.84	
192290	MCADAMS PROPERTIES		00725	1,737.80	1,737.80	
192291	HASTINGS, MELINDA R		00725	1,675.78	1,675.78	
192306	SOUTHERN BIRD DOG PROPERTIES L		00725	173.23	173.23	
192311	SPIRES, WILLIAM JEREMY		00725	563.07	563.07	
192312	WESTERFIELD, ZANTAVIA		00725	61.62	61.62	
	Land Redemption Fund		00725	15,334.70	15,334.70	
43012	OFFICE OF PROSECUTION SERVICES		00760	469.38		469.38
	District Attorney Fund		00760	469.38		469.38
189143	UNITED STATES TREASURY		00790	3,403.60		3,403.60
	Self Insurance Trust		00790	3,403.60		3,403.60
Grand Total(s)			00790	23,929.15	15,334.70	8,594.45



..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken		G/L Distribution						
G/L Bank Account 00018481						Cash	Batch Number	2851869	Type	M	Date	7/16/2020	User ID	RBENSON		
PN	9205277			7/16/2020	00510	AL STATE DEPT OF REVENUE	153509					65,817.75-			D	
PV	519938	00510	001	7/15/2020		6302020	3 QTR FY20 WASTE DISPOSAL									
						Cash	00018481					65,817.75-	AA			
PN	9205277			7/16/2020	00510	AL STATE DEPT OF REVENUE	153509					17,778.44-			D	
PV	519938	00510	002	7/15/2020		6302020	3 QTR FY20 WASTE DISPOSAL									
						Cash	00018481					17,778.44-	AA			
PN	9205277			7/16/2020	00510	AL STATE DEPT OF REVENUE	153509					1,500.68-			D	
PV	519938	00510	003	7/15/2020		6302020	3 QTR FY20 WASTE DISPOSAL									
						Cash	00018481					1,500.68-	AA			
Totals for Bank Account												85,096.87-	85,096.87-			
Totals for Batch												85,096.87-	85,096.87-			
User Total												85,096.87-	85,096.87-			
Grand Total												85,096.87-	85,096.87-			

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Open A/P Summary Report

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..... Supplier .....			..... Aging .....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
10447288	RAY, EVELYN ADDISON		00001	150.00			150.00
20010841	HESS, PHILIP WOODMAN		00001	150.00			150.00
50004756	SATURLEY, JEAN MORGAN	251 987-5581	00001	15.00			15.00
50021460	WRIGHT, CAROLYN BOESCHEN		00001	150.00			150.00
50033126	CORBAN, NORMA PAULETTE	251 923-9787	00001	25.00			25.00
50040030	MALOY, BRENDA SARGENT		00001	150.00			150.00
50054963	MOGAN, BELINDA		00001	150.00			150.00
50057563	HASTON, LINDA SUE		00001	150.00			150.00
50093609	MORRIS, CLAUDINE G	251 937-2218	00001	15.00			15.00
74584549	CAVALIER, KATHRYN LEE		00001	150.00			150.00
	General Fund		00001	1,105.00			1,105.00
	Grand Total(s)		00001	1,105.00			1,105.00

Document				Date	Co.	Name	Address	Number	Amounts								Tax
Ty	Voucher	Co.	Item	Payment	G/L	Invoice	Remark	Account	Payment	Discount	G/L	LT	PC	PI	Subledger	Type	Amount
				Voucher	Class	Number		Number	Amount	Taken	Distribution						
G/L Bank Account 00018481						Cash		Batch Number	2851980								
PN	9205281			7/22/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE		10			216,903.60-					D	
PV	520597	00001	001	7/22/2020		7222020		PAYROLL; 07/24/20									
						Cash		00018481			216,903.60-				AA		
PN	9205281			7/22/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE		10			116,592.28-					D	
PV	520597	00001	002	7/22/2020		7222020		PAYROLL; 07/24/20									
						Cash		00018481			116,592.28-				AA		
PN	9205281			7/22/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE		10			9,395.63-					D	
PV	520597	00001	003	7/22/2020		7222020		PAYROLL; 07/24/20									
						Cash		00018481			9,395.63-				AA		
PN	9205281			7/22/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE		10			241,034.07-					D	
PV	520597	00001	004	7/22/2020		7222020		PAYROLL; 07/24/20									
						Cash		00018481			241,034.07-				AA		
PN	9205281			7/22/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE		10			154,104.63-					D	
PV	520597	00001	005	7/22/2020		7222020		PAYROLL; 07/24/20									
						Cash		00018481			154,104.63-				AA		
PN	9205281			7/22/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE		10			11,766.18-					D	
PV	520597	00001	006	7/22/2020		7222020		PAYROLL; 07/24/20									
						Cash		00018481			11,766.18-				AA		
Totals for Bank Account									749,796.39-		749,796.39-						
Totals for Batch									749,796.39-		749,796.39-						
User Total									749,796.39-		749,796.39-						

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....								
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution							
Grand Total								749,796.39-	749,796.39-							

Document				Date	Co.	Name	Address	Amounts											
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount				G/L	LT	PC	PI	Subledger	Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken				Distribution							
G/L	Bank Account	00018481				Cash	Batch Number	2851999	Type	M	Date	7/23/2020	User ID	189171					
PN	9205330			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				776.00-						D		
PV	520612	00790	001	7/23/2020		42257 998 7172020	BCSO WEEKLY CLAIM 7/13-7/17/20												
						Cash	00018481					776.00-	AA						
PN	9205330			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				1,951.80-						D		
PV	520612	00790	002	7/23/2020		42257 998 7172020	BCSO WEEKLY CLAIM 7/13-7/17/20												
						Cash	00018481					1,951.80-	AA						
PN	9205330			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				52.00-						D		
PV	520612	00790	003	7/23/2020		42257 998 7172020	BCSO WEEKLY CLAIM 7/13-7/17/20												
						Cash	00018481					52.00-	AA						
PN	9205330			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				333.58-						D		
PV	520612	00790	004	7/23/2020		42257 998 7172020	BCSO WEEKLY CLAIM 7/13-7/17/20												
						Cash	00018481					333.58-	AA						
PN	9205330			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				57,630.98-						D		
PV	520612	00790	005	7/23/2020		42257 998 7172020	BCSO WEEKLY CLAIM 7/13-7/17/20												
						Cash	00018481					57,630.98-	AA						
PN	9205330			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				3,461.18-						D		
PV	520612	00790	006	7/23/2020		42257 998 7172020	BCSO WEEKLY CLAIM 7/13-7/17/20												
						Cash	00018481					3,461.18-	AA						
PN	9205330			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				27.20-						D		
PV	520612	00790	007	7/23/2020		42257 998 7172020	BCSO WEEKLY CLAIM 7/13-7/17/20												
						Cash	00018481					27.20-	AA						
PN	9205331			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				3,564.52-						D		
PV	520614	00790	001	7/23/2020		42257 999 7172020	BCC WEEKLY CLAIMS 7/13-7/17/20												



..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		3,564.52-	AA				
PN	9205331			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,910.17-				D		
PV	520614	00790	002	7/23/2020		42257 999 7172020	BCC WEEKLY CLAIMS 7/13-7/17/20							
						Cash	00018481		3,910.17-	AA				
PN	9205331			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	896.96-				D		
PV	520614	00790	003	7/23/2020		42257 999 7172020	BCC WEEKLY CLAIMS 7/13-7/17/20							
						Cash	00018481		896.96-	AA				
PN	9205331			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	93,301.12-				D		
PV	520614	00790	004	7/23/2020		42257 999 7172020	BCC WEEKLY CLAIMS 7/13-7/17/20							
						Cash	00018481		93,301.12-	AA				
PN	9205331			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	4,344.58-				D		
PV	520614	00790	005	7/23/2020		42257 999 7172020	BCC WEEKLY CLAIMS 7/13-7/17/20							
						Cash	00018481		4,344.58-	AA				
PN	9205331			7/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	966.32-				D		
PV	520614	00790	006	7/23/2020		42257 999 7172020	BCC WEEKLY CLAIMS 7/13-7/17/20							
						Cash	00018481		966.32-	AA				
Totals for Bank Account								171,216.41-	64,232.74-					
Totals for Batch								171,216.41-	64,232.74-					
User Total								171,216.41-	64,232.74-					
Grand Total								171,216.41-	64,232.74-					

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
10009	ALABAMA POWER CO ***		00001	65,903.25				65,903.25
19003	NORTH BALDWIN UTILITIES		00001	29,905.81				29,905.81
19021	FAIRHOPE, CITY OF (UTILITIES)		00001	11,636.21				11,636.21
27007	CENTURYLINK (GULFTEL) **		00001	2,593.11				2,593.11
51003	RIVIERA UTILITIES		00001	93.13				93.13
54257	FRONTIER COMMUNICATIONS		00001	66.30				66.30
63589	AT&T (BELLSOUTH)**		00001	561.11				561.11
145701	SOUTHERN LIGHT LLC / DBA UNITI	251 6621170	00001	5,679.62				5,679.62
181427	SPEAKSPACE LLC		00001	190.41				190.41
	General Fund		00001	116,628.95				116,628.95
10009	ALABAMA POWER CO ***		00104	302.17				302.17
19021	FAIRHOPE, CITY OF (UTILITIES)		00104	139.20				139.20
	Legislative Del Off Fund		00104	441.37				441.37
10009	ALABAMA POWER CO ***		00105	2,358.85				2,358.85
	Juvenile Detention Fac Fund		00105	2,358.85				2,358.85
10009	ALABAMA POWER CO ***		00106	15.49				15.49
	Baldwin Co Archives Fund		00106	15.49				15.49
27007	CENTURYLINK (GULFTEL) **		00109	43.26				43.26
	Animal Shelter		00109	43.26				43.26
10009	ALABAMA POWER CO ***		00111	2,214.28				2,214.28
14005	BALDWIN EMC	251 9890118	00111	94.00				94.00
27007	CENTURYLINK (GULFTEL) **		00111	85.92				85.92
	7 Cent Gasoline Tax Fund		00111	2,394.20				2,394.20
14005	BALDWIN EMC	251 9890118	00140	303.00				303.00
27007	CENTURYLINK (GULFTEL) **		00140	45.42				45.42
	Council on Aging Fund		00140	348.42				348.42
10009	ALABAMA POWER CO ***		00143	315.39				315.39
19003	NORTH BALDWIN UTILITIES		00143	152.35				152.35
19021	FAIRHOPE, CITY OF (UTILITIES)		00143	223.19				223.19
48182	ROBERTSDALE POSTMASTER		00143	220.00				220.00
	Section 18 Fund		00143	910.93				910.93
10009	ALABAMA POWER CO ***		00144	336.87				336.87
14005	BALDWIN EMC	251 9890118	00144	27.00				27.00
	Parks Fund		00144	363.87				363.87
14005	BALDWIN EMC	251 9890118	00510	372.00				372.00
27007	CENTURYLINK (GULFTEL) **		00510	220.00				220.00
	Solid Waste Fund		00510	592.00				592.00
192437	HARMAN, ROBERT (R)		00511	84.00				84.00
	Solid Waste Collection Fund		00511	84.00				84.00
10009	ALABAMA POWER CO ***		00708	932.86				932.86

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..... Supplier .....			..... Aging .....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
19003	NORTH BALDWIN UTILITIES		00708	83.78			83.78
	Community Corrections		00708	1,016.64			1,016.64
128434	PRESCOTT, TYLER MONTANA JUL 334 456-9822		00725	766.91	766.91		
174393	PRESCOTT, JEAN MARC OR TYLER P		00725	502.40	502.40		
192239	CBO PROPERTIES, LLC		00725	3,869.49	3,869.49		
192266	WATSON, JENNIFER T		00725	638.83	638.83		
192290	MCADAMS PROPERTIES		00725	319.65	319.65		
192296	NUVIEW IRA FBO DOUGLAS GALE		00725	456.52	456.52		
	Land Redemption Fund		00725	6,553.80	6,553.80		
	Grand Total(s)		00725	131,751.78	6,553.80		125,197.98



..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		462.33-	AA				
PN	9205333			7/23/2020	00001	HANCOCK BANK	185975	2,360.00-				D		
PV	520626	00111	009	7/23/2020		JUN '26	CREDIT CARD SVCS; JUN 2020							
						Cash	00018481		2,360.00-	AA				
PN	9205333			7/23/2020	00001	HANCOCK BANK	185975	412.00-				D		
PV	520626	00111	010	7/23/2020		JUN '26	CREDIT CARD SVCS; JUN 2020							
						Cash	00018481		412.00-	AA				
PN	9205333			7/23/2020	00001	HANCOCK BANK	185975	412.00-				D		
PV	520626	00111	011	7/23/2020		JUN '26	CREDIT CARD SVCS; JUN 2020							
						Cash	00018481		412.00-	AA				
PN	9205333			7/23/2020	00001	HANCOCK BANK	185975	412.00-				D		
PV	520626	00111	012	7/23/2020		JUN '26	CREDIT CARD SVCS; JUN 2020							
						Cash	00018481		412.00-	AA				
PN	9205333			7/23/2020	00001	HANCOCK BANK	185975	412.00-				D		
PV	520626	00111	013	7/23/2020		JUN '26	CREDIT CARD SVCS; JUN 2020							
						Cash	00018481		412.00-	AA				
PN	9205333			7/23/2020	00001	HANCOCK BANK	185975	1,584.00-				D		
PV	520626	00111	014	7/23/2020		JUN '26	CREDIT CARD SVCS; JUN 2020							
						Cash	00018481		1,584.00-	AA				
PN	9205333			7/23/2020	00143	HANCOCK BANK	185975	30.22-				D		
PV	520626	00111	015	7/23/2020		JUN '26	CREDIT CARD SVCS; JUN 2020							
						Cash	00018481		30.22-	AA				
PN	9205333			7/23/2020	00146	HANCOCK BANK	185975	149.90-				D		
PV	520626	00111	016	7/23/2020		JUN '26	CREDIT CARD SVCS; JUN 2020							



Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken							
						Cash	00018481			149.90-	AA				
PN	9205333			7/23/2020	00001	HANCOCK BANK	185975	2,250.00					D		
PV	520626	00111	017	7/23/2020		JUN '26	CREDIT CARD SVCS; JUN 2020								
						Cash	00018481			2,250.00	AA				
PN	9205333			7/23/2020	00001	HANCOCK BANK	185975	185.00					D		
PV	520626	00111	018	7/23/2020		JUN '26	CREDIT CARD SVCS; JUN 2020								
						Cash	00018481			185.00	AA				
PN	9205333			7/23/2020	00001	HANCOCK BANK	185975	69.00-					D		
PV	520626	00111	019	7/23/2020		JUN '26	CREDIT CARD SVCS; JUN 2020								
						Cash	00018481			69.00-	AA				
Totals for Bank Account								4,749.10-		4,749.10-					
Totals for Batch								4,749.10-		4,749.10-					
User Total								4,749.10-		4,749.10-					
Grand Total								4,749.10-		4,749.10-					

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Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount	Discount Taken					
G/L Bank Account 00018481						Cash	Batch Number 2851968	Type	M	Date	7/22/2020	User ID	DGBRYARS	
PN	9205280			7/22/2020	00001	C/O RETIREMENT SYSTEMS OF AL	8889				1,200.00-		D	
T7	520368	00001	001	7/24/2020		07212011273716	RSA1 BW AP PR 07192020							
						Cash	00018481					1,200.00-	AA	
PN	9205280			7/22/2020	00105	C/O RETIREMENT SYSTEMS OF AL	8889				20.00-		D	
T7	520379	00105	001	7/24/2020		07212011273717	RSA1 BW AP PR 07192020							
						Cash	00018481					20.00-	AA	
PN	9205280			7/22/2020	00120	C/O RETIREMENT SYSTEMS OF AL	8889				90.00-		D	
T7	520390	00120	001	7/24/2020		07212011273718	RSA1 BW AP PR 07192020							
						Cash	00018481					90.00-	AA	
PN	9205280			7/22/2020	00140	C/O RETIREMENT SYSTEMS OF AL	8889				215.00-		D	
T7	520401	00140	001	7/24/2020		07212011273719	RSA1 BW AP PR 07192020							
						Cash	00018481					215.00-	AA	
PN	9205280			7/22/2020	00143	C/O RETIREMENT SYSTEMS OF AL	8889				25.00-		D	
T7	520413	00143	001	7/24/2020		07212011273720	RSA1 BW AP PR 07192020							
						Cash	00018481					25.00-	AA	
PN	9205280			7/22/2020	00146	C/O RETIREMENT SYSTEMS OF AL	8889				25.00-		D	
T7	520424	00146	001	7/24/2020		07212011273721	RSA1 BW AP PR 07192020							
						Cash	00018481					25.00-	AA	
PN	9205280			7/22/2020	00510	C/O RETIREMENT SYSTEMS OF AL	8889				10.00-		D	
T7	520435	00510	001	7/24/2020		07212011273722	RSA1 BW AP PR 07192020							
						Cash	00018481					10.00-	AA	
PN	9205280			7/22/2020	00511	C/O RETIREMENT SYSTEMS OF AL	8889				50.00-		D	
T7	520446	00511	001	7/24/2020		07212011273723	RSA1 BW AP PR 07192020							

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..... Document .....				Date	Co.	Name	Address Number	Amounts .....		LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Payment	Voucher	Co.	Item	Payment	Invoice Number	Remark	Payment Amount	G/L						
					Voucher	Account Description	Account Number	Discount Taken	Distribution						
						Cash	00018481			50.00-	AA				
						Totals for Bank Account		1,635.00-	1,635.00-						
						Totals for Batch		1,635.00-	1,635.00-						
						User Total		1,635.00-	1,635.00-						
						Grand Total		1,635.00-	1,635.00-						

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number	2851966	Type	M	Date	7/22/2020	User ID	DGBRYARS
PN	9205279			7/22/2020	00146	RETIREMENT SYSTEMS OF AL	51059					419.36-		D
T7	520303	00146	001	7/24/2020		072120112737100	RSA AP PR 07192020							
						Cash	00018481					419.36-	AA	
PN	9205279			7/22/2020	00510	RETIREMENT SYSTEMS OF AL	51059					5,685.93-		D
T7	520304	00510	001	7/24/2020		072120112737101	RSA AP PR 07192020							
						Cash	00018481					5,685.93-	AA	
PN	9205279			7/22/2020	00510	RETIREMENT SYSTEMS OF AL	51059					2,851.69-		D
T7	520305	00510	001	7/24/2020		072120112737102	RSA AP PR 07192020							
						Cash	00018481					2,851.69-	AA	
PN	9205279			7/22/2020	00511	RETIREMENT SYSTEMS OF AL	51059					7,410.22-		D
T7	520306	00511	001	7/24/2020		072120112737103	RSA AP PR 07192020							
						Cash	00018481					7,410.22-	AA	
PN	9205279			7/22/2020	00511	RETIREMENT SYSTEMS OF AL	51059					4,826.74-		D
T7	520307	00511	001	7/24/2020		072120112737104	RSA AP PR 07192020							
						Cash	00018481					4,826.74-	AA	
PN	9205279			7/22/2020	00740	RETIREMENT SYSTEMS OF AL	51059					140.18-		D
T7	520308	00740	001	7/24/2020		072120112737105	RSA AP PR 07192020							
						Cash	00018481					140.18-	AA	
PN	9205279			7/22/2020	00001	RETIREMENT SYSTEMS OF AL	51059					37,949.52-		D
T7	520517	00001	001	7/24/2020		07212011273779	RSA AP PR 07192020							
						Cash	00018481					37,949.52-	AA	
PN	9205279			7/22/2020	00001	RETIREMENT SYSTEMS OF AL	51059					14,286.74-		D
T7	520519	00001	001	7/24/2020		07212011273780	RSA AP PR 07192020							

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		14,286.74-	AA				
PN	9205279			7/22/2020	00103	RETIREMENT SYSTEMS OF AL	51059	176.59-				D		
T7	520520	00103	001	7/24/2020		07212011273781	RSA AP PR 07192020							
						Cash	00018481		176.59-	AA				
PN	9205279			7/22/2020	00104	RETIREMENT SYSTEMS OF AL	51059	169.58-				D		
T7	520521	00104	001	7/24/2020		07212011273782	RSA AP PR 07192020							
						Cash	00018481		169.58-	AA				
PN	9205279			7/22/2020	00104	RETIREMENT SYSTEMS OF AL	51059	369.74-				D		
T7	520522	00104	001	7/24/2020		07212011273783	RSA AP PR 07192020							
						Cash	00018481		369.74-	AA				
PN	9205279			7/22/2020	00105	RETIREMENT SYSTEMS OF AL	51059	3,114.25-				D		
T7	520523	00105	001	7/24/2020		07212011273784	RSA AP PR 07192020							
						Cash	00018481		3,114.25-	AA				
PN	9205279			7/22/2020	00105	RETIREMENT SYSTEMS OF AL	51059	765.63-				D		
T7	520524	00105	001	7/24/2020		07212011273785	RSA AP PR 07192020							
						Cash	00018481		765.63-	AA				
PN	9205279			7/22/2020	00106	RETIREMENT SYSTEMS OF AL	51059	407.89-				D		
T7	520525	00106	001	7/24/2020		07212011273786	RSA AP PR 07192020							
						Cash	00018481		407.89-	AA				
PN	9205279			7/22/2020	00106	RETIREMENT SYSTEMS OF AL	51059	285.92-				D		
T7	520526	00106	001	7/24/2020		07212011273787	RSA AP PR 07192020							
						Cash	00018481		285.92-	AA				
PN	9205279			7/22/2020	00109	RETIREMENT SYSTEMS OF AL	51059	376.08-				D		
T7	520527	00109	001	7/24/2020		07212011273788	RSA AP PR 07192020							



..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		376.08-	AA				
PN	9205279			7/22/2020	00109	RETIREMENT SYSTEMS OF AL	51059	1,421.07-				D		
T7	520528	00109	001	7/24/2020		07212011273789	RSA AP PR 07192020							
						Cash	00018481		1,421.07-	AA				
PN	9205279			7/22/2020	00111	RETIREMENT SYSTEMS OF AL	51059	20,475.56-				D		
T7	520530	00111	001	7/24/2020		07212011273790	RSA AP PR 07192020							
						Cash	00018481		20,475.56-	AA				
PN	9205279			7/22/2020	00111	RETIREMENT SYSTEMS OF AL	51059	11,031.32-				D		
T7	520531	00111	001	7/24/2020		07212011273791	RSA AP PR 07192020							
						Cash	00018481		11,031.32-	AA				
PN	9205279			7/22/2020	00120	RETIREMENT SYSTEMS OF AL	51059	6,810.96-				D		
T7	520532	00120	001	7/24/2020		07212011273792	RSA AP PR 07192020							
						Cash	00018481		6,810.96-	AA				
PN	9205279			7/22/2020	00120	RETIREMENT SYSTEMS OF AL	51059	2,939.71-				D		
T7	520533	00120	001	7/24/2020		07212011273793	RSA AP PR 07192020							
						Cash	00018481		2,939.71-	AA				
PN	9205279			7/22/2020	00140	RETIREMENT SYSTEMS OF AL	51059	1,518.11-				D		
T7	520534	00140	001	7/24/2020		07212011273794	RSA AP PR 07192020							
						Cash	00018481		1,518.11-	AA				
PN	9205279			7/22/2020	00140	RETIREMENT SYSTEMS OF AL	51059	204.20-				D		
T7	520535	00140	001	7/24/2020		07212011273795	RSA AP PR 07192020							
						Cash	00018481		204.20-	AA				
PN	9205279			7/22/2020	00143	RETIREMENT SYSTEMS OF AL	51059	3,275.23-				D		
T7	520536	00143	001	7/24/2020		07212011273796	RSA AP PR 07192020							

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		3,275.23-	AA				
PN	9205279			7/22/2020	00143	RETIREMENT SYSTEMS OF AL	51059	2,359.83-				D		
T7	520537	00143	001	7/24/2020		07212011273797	RSA AP PR 07192020							
						Cash	00018481		2,359.83-	AA				
PN	9205279			7/22/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,755.33-				D		
T7	520538	00144	001	7/24/2020		07212011273798	RSA AP PR 07192020							
						Cash	00018481		1,755.33-	AA				
PN	9205279			7/22/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,160.04-				D		
T7	520539	00144	001	7/24/2020		07212011273799	RSA AP PR 07192020							
						Cash	00018481		1,160.04-	AA				
PN	9205279			7/22/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.19				D		
PD	520586	00001	001	7/22/2020		07222020	ADJUSTMENT							
						Cash	00018481		.19	AA				
Totals for Bank Account								132,187.23-	132,187.23-					
Totals for Batch								132,187.23-	132,187.23-					
User Total								132,187.23-	132,187.23-					
Grand Total								132,187.23-	132,187.23-					

Document				Date	Co.	Name	Address Number	Amounts								Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount		G/L	LT	PC	PI	Subledger /Type		
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken		Distribution						
G/L Bank Account 00018481						Cash	Batch Number	2851948	Type	M	Date	7/21/2020	User ID	DGBRYARS		
PN	9205278			7/24/2020	00001	IRS-TAX PAYMENT	54188					31,413.68-		D		
T7	520309	00001	001	7/24/2020		072120112737106	636001408	Payroll Taxes								
						Cash	00018481					31,413.68-	AA			
PN	9205278			7/24/2020	00001	IRS-TAX PAYMENT	54188					58,925.86-		D		
T7	520310	00001	001	7/24/2020		072120112737107	636001408	Payroll Taxes								
						Cash	00018481					58,925.86-	AA			
PN	9205278			7/24/2020	00103	IRS-TAX PAYMENT	54188					114.57-		D		
T7	520311	00103	001	7/24/2020		072120112737108	636001408	Payroll Taxes								
						Cash	00018481					114.57-	AA			
PN	9205278			7/24/2020	00103	IRS-TAX PAYMENT	54188					197.94-		D		
T7	520312	00103	001	7/24/2020		072120112737109	636001408	Payroll Taxes								
						Cash	00018481					197.94-	AA			
PN	9205278			7/24/2020	00104	IRS-TAX PAYMENT	54188					315.37-		D		
T7	520314	00104	001	7/24/2020		072120112737110	636001408	Payroll Taxes								
						Cash	00018481					315.37-	AA			
PN	9205278			7/24/2020	00104	IRS-TAX PAYMENT	54188					639.44-		D		
T7	520315	00104	001	7/24/2020		072120112737111	636001408	Payroll Taxes								
						Cash	00018481					639.44-	AA			
PN	9205278			7/24/2020	00105	IRS-TAX PAYMENT	54188					1,894.42-		D		
T7	520316	00105	001	7/24/2020		072120112737112	636001408	Payroll Taxes								
						Cash	00018481					1,894.42-	AA			
PN	9205278			7/24/2020	00105	IRS-TAX PAYMENT	54188					4,280.04-		D		
T7	520317	00105	001	7/24/2020		072120112737113	636001408	Payroll Taxes								

..... Document .....				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		4,280.04-	AA				
PN	9205278			7/24/2020	00106	IRS-TAX PAYMENT	54188	128.08-					D	
T7	520318	00106	001	7/24/2020		072120112737114	636001408 Payroll Taxes							
						Cash	00018481		128.08-	AA				
PN	9205278			7/24/2020	00106	IRS-TAX PAYMENT	54188	755.48-					D	
T7	520319	00106	001	7/24/2020		072120112737115	636001408 Payroll Taxes							
						Cash	00018481		755.48-	AA				
PN	9205278			7/24/2020	00109	IRS-TAX PAYMENT	54188	873.43-					D	
T7	520320	00109	001	7/24/2020		072120112737116	636001408 Payroll Taxes							
						Cash	00018481		873.43-	AA				
PN	9205278			7/24/2020	00109	IRS-TAX PAYMENT	54188	2,237.58-					D	
T7	520321	00109	001	7/24/2020		072120112737117	636001408 Payroll Taxes							
						Cash	00018481		2,237.58-	AA				
PN	9205278			7/24/2020	00111	IRS-TAX PAYMENT	54188	17,623.82-					D	
T7	520322	00111	001	7/24/2020		072120112737118	636001408 Payroll Taxes							
						Cash	00018481		17,623.82-	AA				
PN	9205278			7/24/2020	00111	IRS-TAX PAYMENT	54188	35,764.28-					D	
T7	520323	00111	001	7/24/2020		072120112737119	636001408 Payroll Taxes							
						Cash	00018481		35,764.28-	AA				
PN	9205278			7/24/2020	00120	IRS-TAX PAYMENT	54188	5,117.65-					D	
T7	520325	00120	001	7/24/2020		072120112737120	636001408 Payroll Taxes							
						Cash	00018481		5,117.65-	AA				
PN	9205278			7/24/2020	00120	IRS-TAX PAYMENT	54188	10,932.74-					D	
T7	520326	00120	001	7/24/2020		072120112737121	636001408 Payroll Taxes							

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		10,932.74-	AA				
PN	9205278			7/24/2020	00140	IRS-TAX PAYMENT	54188	804.19-					D	
T7	520327	00140	001	7/24/2020		072120112737122	636001408 Payroll Taxes							
						Cash	00018481		804.19-	AA				
PN	9205278			7/24/2020	00140	IRS-TAX PAYMENT	54188	1,855.02-					D	
T7	520328	00140	001	7/24/2020		072120112737123	636001408 Payroll Taxes							
						Cash	00018481		1,855.02-	AA				
PN	9205278			7/24/2020	00143	IRS-TAX PAYMENT	54188	2,740.19-					D	
T7	520329	00143	001	7/24/2020		072120112737124	636001408 Payroll Taxes							
						Cash	00018481		2,740.19-	AA				
PN	9205278			7/24/2020	00143	IRS-TAX PAYMENT	54188	6,700.10-					D	
T7	520330	00143	001	7/24/2020		072120112737125	636001408 Payroll Taxes							
						Cash	00018481		6,700.10-	AA				
PN	9205278			7/24/2020	00144	IRS-TAX PAYMENT	54188	1,347.57-					D	
T7	520331	00144	001	7/24/2020		072120112737126	636001408 Payroll Taxes							
						Cash	00018481		1,347.57-	AA				
PN	9205278			7/24/2020	00144	IRS-TAX PAYMENT	54188	3,399.64-					D	
T7	520332	00144	001	7/24/2020		072120112737127	636001408 Payroll Taxes							
						Cash	00018481		3,399.64-	AA				
PN	9205278			7/24/2020	00146	IRS-TAX PAYMENT	54188	280.31-					D	
T7	520333	00146	001	7/24/2020		072120112737128	636001408 Payroll Taxes							
						Cash	00018481		280.31-	AA				
PN	9205278			7/24/2020	00146	IRS-TAX PAYMENT	54188	481.38-					D	
T7	520334	00146	001	7/24/2020		072120112737129	636001408 Payroll Taxes							



..... Document .....				Date	Co.	Name	Address Number	Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		481.38-	AA				
PN	9205278			7/24/2020	00510	IRS-TAX PAYMENT	54188	5,668.94-					D	
T7	520336	00510	001	7/24/2020		072120112737130	636001408 Payroll Taxes							
						Cash	00018481		5,668.94-	AA				
PN	9205278			7/24/2020	00510	IRS-TAX PAYMENT	54188	10,547.16-					D	
T7	520337	00510	001	7/24/2020		072120112737131	636001408 Payroll Taxes							
						Cash	00018481		10,547.16-	AA				
PN	9205278			7/24/2020	00511	IRS-TAX PAYMENT	54188	6,373.15-					D	
T7	520338	00511	001	7/24/2020		072120112737132	636001408 Payroll Taxes							
						Cash	00018481		6,373.15-	AA				
PN	9205278			7/24/2020	00511	IRS-TAX PAYMENT	54188	14,390.70-					D	
T7	520339	00511	001	7/24/2020		072120112737133	636001408 Payroll Taxes							
						Cash	00018481		14,390.70-	AA				
PN	9205278			7/24/2020	00740	IRS-TAX PAYMENT	54188	51.73-					D	
T7	520340	00740	001	7/24/2020		072120112737134	636001408 Payroll Taxes							
						Cash	00018481		51.73-	AA				
PN	9205278			7/24/2020	00740	IRS-TAX PAYMENT	54188	161.28-					D	
T7	520341	00740	001	7/24/2020		072120112737135	636001408 Payroll Taxes							
						Cash	00018481		161.28-	AA				
Totals for Bank Account								226,015.74-	226,015.74-					
Totals for Batch								226,015.74-	226,015.74-					
User Total								226,015.74-	226,015.74-					

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
Grand Total								226,015.74-	226,015.74-						

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,759.64	4,759.64		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,382.25	3,382.25		
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	4,405.50	4,405.50		
184047	O'BRIEN, DANIEL		00001	368.30	368.30		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	23,573.00	23,573.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00001	10.00			10.00
	General Fund		00001	37,126.54	37,116.54		10.00
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	191.00	191.00		
	County Transportation Fund		00103	255.00	255.00		
180373	BALDWIN CNTY COMMISSION - DENT		00104	57.00	57.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00104	308.00	308.00		
	Legislative Del Off Fund		00104	365.00	365.00		
717	FLEXIBLE BENEFITS	251 9370264	00105	217.14	217.14		
40627	NATIONWIDE RETIREMENT SOLUTION		00105	128.00	128.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	272.77	272.77		
180373	BALDWIN CNTY COMMISSION - DENT		00105	451.50	451.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00105	2,506.00	2,506.00		
	Juvenile Detention Fac Fund		00105	3,575.41	3,575.41		
717	FLEXIBLE BENEFITS	251 9370264	00106	79.17	79.17		
180373	BALDWIN CNTY COMMISSION - DENT		00106	88.00	88.00		
184047	O'BRIEN, DANIEL		00106	252.92	252.92		
186456	BALDWIN CNTY COMMISSION - HEAL		00106	478.00	478.00		
	Baldwin Co Archives Fund		00106	898.09	898.09		
717	FLEXIBLE BENEFITS	251 9370264	00109	12.50	12.50		
40627	NATIONWIDE RETIREMENT SOLUTION		00109	125.00	125.00		
180373	BALDWIN CNTY COMMISSION - DENT		00109	171.00	171.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00109	820.00	820.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00109	75.00	30.00		45.00
	Animal Shelter		00109	1,203.50	1,158.50		45.00
717	FLEXIBLE BENEFITS	251 9370264	00111	1,909.09	1,909.09		
40627	NATIONWIDE RETIREMENT SOLUTION		00111	4,945.00	4,945.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	724.86	724.86		
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,854.00	2,854.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00111	16,142.00	16,142.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00111	80.00-	80.00-		
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84		

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
	7 Cent Gasoline Tax Fund		00111	26,688.79	26,688.79		
717	FLEXIBLE BENEFITS	251 9370264	00120	946.68	946.68		
40627	NATIONWIDE RETIREMENT SOLUTION		00120	940.00	940.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	815.50	815.50		
184047	O'BRIEN, DANIEL		00120	337.84	337.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	4,613.00	4,613.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00120	70.00	35.00		35.00
	Reappraisal Fund		00120	7,723.02	7,688.02		35.00
717	FLEXIBLE BENEFITS	251 9370264	00140	214.60	214.60		
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00	244.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	1,248.00	1,248.00		
	Council on Aging Fund		00140	1,706.60	1,706.60		
717	FLEXIBLE BENEFITS	251 9370264	00143	585.46	585.46		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	210.00	210.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	715.00	715.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	3,176.00	3,176.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00143	35.00			35.00
	Section 18 Fund		00143	4,721.46	4,686.46		35.00
717	FLEXIBLE BENEFITS	251 9370264	00144	20.84	20.84		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	135.00	135.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	222.92	222.92		
180373	BALDWIN CNTY COMMISSION - DENT		00144	278.50	278.50		
184047	O'BRIEN, DANIEL		00144	175.39	175.39		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	1,629.00	1,629.00		
	Parks Fund		00144	2,461.65	2,461.65		
717	FLEXIBLE BENEFITS	251 9370264	00146	83.34	83.34		
180373	BALDWIN CNTY COMMISSION - DENT		00146	68.00	68.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	382.00	382.00		
	Eastern Shore Metro Planning O		00146	533.34	533.34		
717	FLEXIBLE BENEFITS	251 9370264	00510	775.64	775.64		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	169.50	169.50		
180373	BALDWIN CNTY COMMISSION - DENT		00510	688.00	688.00		
184047	O'BRIEN, DANIEL		00510	140.76	140.76		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	4,072.00	4,072.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00510	80.00-	80.00-		
	Solid Waste Fund		00510	5,765.90	5,765.90		
717	FLEXIBLE BENEFITS	251 9370264	00511	833.79	833.79		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00	305.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	696.00	696.00		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,234.00	1,234.00		

.....Supplier.....			.....Aging.....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
186456	BALDWIN CNTY COMMISSION - HEAL		00511	5,842.00	5,842.00		
	Solid Waste Collection Fund		00511	8,910.79	8,910.79		
Grand Total(s)			00511	101,935.09	101,810.09		125.00





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1339, **Version:** 1

**Item #:** FQ1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 8/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Request to Temporarily Waive Annual Leave Rollover Maximum Rates

### **STAFF RECOMMENDATION**

Approve a temporary waiver of the following Baldwin County Employee Handbook Policy, Section IV.A. regarding the maximum amount of annual leave an employee can rollover, applicable to the 2020 calendar only. "Employees may take annual leave in the year it was earned, or may carry it over for use in later years. However, there is a limit to the amount of annual leave that may accrue.

Years of Service	Maximum Accrued Hours	(2 x annual rate)
0 - 5	192 hours	(24 days)
6 -10	240 hours	(30 days)
11 - 15	336 hours	(42 days)
Over 15	384 hours	(48 days)

If an employee earns annual leave in excess of the maximum amount listed on the table, the excess amount will be forfeited if not taken by the last full pay period in the calendar year. The amount of leave at the end of the pay period shall be no more than two (2) years of total accrued time. Employees must consider the time accrued for the last full pay period of the calendar to be included in leave that must be taken."

The waiver will allow employees to carry over annual leave hours from calendar year 2020, to calendar year 2021. Any carryover hours from calendar year 2020 must be used in the calendar year 2021.

### **BACKGROUND INFORMATION**

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

**Background:** Due to COVID-19 restrictions during 2020, staff requests that the maximum amount of annual leave that is allowed to rollover per year, be temporarily suspended for the 2020 calendar

year.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel

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

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